

COLLECTIVE AGREEMENT

BETWEEN

THE FORT VERMILION SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

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This Collective Agreement between

The Fort Vermilion School Division
(hereinafter referred to as the “Employer”)

Party of the first part

and

The Alberta Teachers’ Association,
a body corporate, incorporated under the laws of the Province of Alberta
(hereinafter referred to as the “Association”)

Party of the second part

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 date of ratification of the 2018-20 local Memorandum of Agreement (April 8, 2020), the whereas statement above is repealed and replaced by the following whereas statement:

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

AND WHEREAS certain terms and conditions of employment and salaries of teachers have been the subject of negotiations between the Parties.

AND WHEREAS the Parties desire that these matters be set forth in a Collective Agreement concerning the terms of employment of the said teachers

NOW THEREFORE this Collective Agreement witnesseth that in consideration of these premises and of the mutual and other covenants herein contained the Parties agree as follows:

1. APPLICATION/SCOPE

1.1 *Effective January 16, 2019, this Collective Agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the Employer excepting those positions agreed to be excluded in local bargaining between the Employer and the Association.*

1.1.1 *The salaries and terms and conditions of the teachers' employment with the Employer are governed by the provisions of this Collective Agreement and any statutory provisions relating thereto.*

Effective date of ratification of the 2018-20 local Memorandum of Agreement (April 8, 2020), clauses 1.1 and 1.1.1 above are repealed and replaced by the following clause:

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

1.1.1 *Except for the provisions covered by Articles 5, 15 and 16, none of the provisions of this Collective Agreement apply to substitute teachers.*

1.2 **Excluded Positions:** Effective September 1, 2016, notwithstanding clause 1.1, the following designations shall be excluded from this Collective Agreement:

(a) Superintendent and any other designations which include the term Superintendent.

(b) For purposes of this Collective Agreement, the designation Superintendent in sub-clause 1.2(a) shall include Secretary-Treasurer and Assistant Secretary-Treasurer.

(c) Any designation which includes the term Supervisor and/or Director.

1.3 *Effective date of ratification of the 2018-20 local Memorandum of Agreement (April 8, 2020), all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to*

the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.

- 1.4 *Effective January 16, 2019, the Association is the bargaining agent for each bargaining unit and:*
 - 1.4.1 *has exclusive authority to bargain collectively with Teachers' Employer Bargaining Association (TEBA) on behalf of all the teachers in the bargaining units and to bind the teachers in any Collective Agreement with respect to central terms; and*
 - 1.4.2 *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*
- 1.5 *Role of TEBA (Effective date of ratification of the 2018-20 local Memorandum of Agreement (April 8, 2020))*
 - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the Employers in any agreement with respect to central terms.*
 - 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
 - 1.5.3 *For the purpose of bargaining collectively with the Association, a Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms.*
- 1.6 *The Employer retains all residual rights of management not specifically limited by the terms of this Collective Agreement.*

Effective date of ratification of the 2018-20 local Memorandum of Agreement (April 8, 2020), the management rights clause below repeals and replaces 1.6 above
- 1.6 *The Employer retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*
- 1.7 *Implementation of this Collective Agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous Collective Agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *Effective January 16, 2019, this Collective Agreement cancels all former Collective Agreements and all provisions appended thereto.*

- 1.9 *Effective January 16, 2019, this Collective Agreement shall enure to the benefit of and be binding upon the Parties and their successors.*
- 1.10 *Effective date of ratification of the 2018-20 local Memorandum of Agreement (April 8, 2020), all provisions of this Collective Agreement shall be read to be gender neutral.*

2. TERM

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

2.2 List Bargaining

- 2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing Collective Agreement and shall be initiated by a written notice from the Association or TEBA to the other.*
- 2.2.2 *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

2.3 Central Matters Bargaining

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

2.4 Local Bargaining

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

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

2.5 Bridging

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

a) a new Collective Agreement is concluded, or

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

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

2.6 Meet and Exchange

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

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

2.7 Opening with Mutual Agreement

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

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

this Collective Agreement. Any such revisions shall become effective from the date mutually agreed upon by the Parties.

2.8 Provision of Information (Effective January 16, 2019 and until date of ratification of the 2018-20 local Memorandum of Agreement (April 8, 2020))

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

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

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

2.8 Provision of Information (Effective date of ratification of the 2018-20 local Memorandum of Agreement (April 8, 2020), the following clause repeals and replaces clause 2.8 above)

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

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

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

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent Employer financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

3. SALARY

3.1 Grid

3.1.1 *The following shall determine the placement of a teacher on the salary schedule:*

(a) *The amount of teacher education, pursuant to Clause 3.2.*

(b) *The length of teacher experience, pursuant to Clause 3.3.*

3.1.2 The Employer shall pay all teachers monthly one-twelfth (1/12) of the salary rate in effect for that month as herein set forth and computed. For the purpose of this Collective Agreement, allowances shall be considered to be part of salary, except Clause 9.2.

3.1.3 *Effective September 01, 2018*

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	63,008	65,863	69,085
1	67,702	70,561	73,794
2	72,393	75,263	78,494
3	77,080	79,963	83,201
4	81,772	84,660	87,910
5	86,464	89,363	92,614
6	91,156	94,064	97,317
7	95,853	98,763	102,029

3.2 Education (Effective until August 31, 2019)

- 3.2.1 *Placement in the salary schedule shall be pursuant to a statement of qualifications at the first day of the school year or on commencement of employment.*
- 3.2.2 *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 Alberta School Trustees' Association and the Association.*
- 3.2.3 *Until a teacher submits a statement 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 educational requirement for their teaching certificate as estimated by the Superintendent or delegate. Teachers without a statement of qualifications will initially be placed at the four years of training level.*
- 3.2.4 *Each teacher claiming additional teacher education, and each teacher commencing employment with the Employer shall supply a statement of qualifications to the Employer within ninety (90) calendar days from the commencement of the school year or the date of commencement of employment, whichever is applicable.*

- 3.2.5 *If the statement of qualifications is submitted within the ninety (90) calendar days, salary shall be paid according to the statement of qualifications effective the date of commencement of the school year or the date of commencement of employment, whichever is applicable.*
- 3.2.6 *If a statement of qualifications is not submitted within the ninety (90) calendar days, salary shall be adjusted effective the first day of the month following submission of the statement of qualifications.*
- 3.2.7 *Where confirmed extenuating circumstances result in the teacher being unable to meet the ninety (90) day requirement, the Superintendent or delegate, after reviewing the circumstances, may grant salary entitlement retroactive to the teacher's commencement date of employment.*
- 3.2.8 (a) *Pro-rata allowances per step will be paid for fractional years of teacher education.*
- (b) *Teachers shall be eligible for and shall be paid pro-rata for courses taken which meet the requirements of the Qualification Service.*

3.2 Education (Effective September 1, 2019, the following repeals and replaces clause 3.2 above)

- 3.2.1 *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.*
- 3.2.2. *The adjustment dates for increased teacher's education shall be September 1, and February 1.*
- 3.2.3. *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
- 3.2.3.1 *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 3.2.2.*

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

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

3.2.4.1 *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 3.2.2.*

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

3.3 Experience (Effective until August 31, 2019)

3.3.1 *Effective September 1, 2017, teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*

- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
- b) *employed as a substitute teacher within the preceding five (5) years.*

3.3.2 *Effective September 1, 2017, a teacher shall be granted only one (1) experience increment during any one (1) school year.*

3.3.3 *Effective September 1, 2017, previously unrecognized experience gained in one school year with an Employer may be carried over for calculation of experience increments in the following school year with that same Employer.*

3.3.4 *Provisions 3.3.1 through 3.3.4 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a Employer being carried over for calculation of experience increments in the 2017-18 school year with that same Employer.*

3.3.5 *In computing the number of years of teaching experience to which the teacher is entitled the following provisions shall apply:*

Until the teacher submits satisfactory evidence of teaching experience to the Employer, the teacher shall be placed on the salary schedule as determined by the Superintendent or delegate. Satisfactory evidence shall be deemed to be documentation from Employers which employed the teacher.

- 3.3.6 *All teachers who provide active teacher service with the Employer for a minimum equivalent of one hundred twenty-five (125) full-time equivalent teaching days shall be eligible for one (1) teaching increment. Such increments shall be calculated in September or January after the accrued experience. Teachers shall begin to accrue experience for salary purposes after receiving each increment. Part-time teachers are included in these provisions.*
- 3.3.7 (a) *While in the possession of a Teaching Certificate or a Letter of Authority the number of days of teaching experience with an Employer earned by a teacher prior to engagement by the Employer is counted as if it had been teaching experience in schools under the Employer's jurisdiction.*
- (b) *Teaching experience obtained at the college or university level shall not be counted as teaching experience in schools under the Employer's jurisdiction. (This provision does not apply to those individuals who have, as of April 23rd, 1999, received approval).*
- 3.3.8 *The adjustment date for changes in the number of years allowed for teaching experience shall be on the first teaching day of the school year, on the first day of January, or on commencement of employment, whichever is applicable.*
- 3.3.9 *Each teacher claiming additional teacher experience and each teacher commencing employment with the Employer shall submit satisfactory evidence of teaching experience to the Employer within ninety (90) calendar days from commencement of the school year or from the date of commencement of employment, whichever is applicable.*
- 3.3.10 *If satisfactory evidence is submitted within ninety (90) calendar days, salary shall be paid according to this experience effective the date of commencement of the school year or the date of commencement of employment, whichever is applicable.*
- 3.3.11 *If satisfactory evidence is not submitted to the Employer within the ninety (90) calendar day period, placement on the salary grid shall remain at the maximum verified years of experience level until the first of the month following the acceptance of satisfactory evidence.*

3.3 Experience (Effective September 1, 2019, the following repeals and replaces clause 3.3 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.*

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

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

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

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

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

Prior Experience

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

- a) Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero years of experience on the salary grid.*
- b) If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
- c) If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

3.3.7. *The Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.3.8.*

3.3.8. *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*

- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
- b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
- c) *The written confirmation is signed by an authorized officer of the previous employer.*

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

3.3.10. *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.*

3.3.11. *Clauses 3.3.6 through 3.3.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

3.4 Special Considerations [Career and Technology Studies]

3.4.1 *A teacher designated as Career and Technology Studies who holds a valid teaching certificate and one or more related journeyman trade tickets shall be granted two experience increments above the grid placement determined in accordance with Clauses 3.2 and 3.3. Experience increments cannot exceed seven increments.*

3.5 Other Rates of Pay

3.5.1 **Relocation Loan:** A relocation loan of \$1,200 maximum is to be made available to teachers commencing their first year of employment with the Employer. The loan shall be interest free and

principle to be repaid during the first year of the teachers' contract. The loan is to be made available thirty (30) days prior to commencement of the school year.

3.5.2 Notwithstanding Clause 3.5.1, teachers appointed during the school year may enter into an agreement with the Employer to borrow such funds as agreed to for relocation. Terms of this loan shall be similar to those in Clause 3.5.1.

3.6 Pay for Summer or Night School

3.6.1 *Teachers who teach summer school or night school shall be paid at the rate of one two-hundredth (1/200th) for each full day and one four-hundredth (1/400th) for each half day or evening.*

3.7 Other Allowances

3.7.1 Convention Allowance

3.7.1.1 The Employer shall contribute to each teacher who as a condition of employment is required to attend convention: \$939.27.

3.7.1.2 Effective January 16, 2019, teachers accessing any leave during the Alberta Teachers' Association Convention, shall not be eligible for and shall not receive the allowance established in clause 3.7.2.1. (This clause expires when clause 3.7.1.2 below comes into effect).

3.7.1.2 Effective on the first day of the month following ratification by both Parties (May 1, 2020), teachers accessing any personal leave during the Alberta Teachers' Association Convention, shall not be eligible for and shall not receive the allowance established in clause 3.7.1.1.

3.7.1.3 Effective on the first day of the month following ratification by both Parties (May 1, 2020), teachers who do not travel to and/or do not attend the Alberta Teachers' Association Convention due to any other leave shall not be eligible for and shall not receive the convention allowance established in 3.7.1.1.

3.7.1.4 A teacher who is engaged by an Alberta Teachers' Association Convention Association 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 Administration Allowances

4.1.1 Principal Allowances

4.1.1.1 In addition to their salary in Clause 3.1, each principal shall receive, monthly, an allowance equal to one twelfth (1/12) of the following schedule using the student count as of September 30th each school year.

4.1.1.2 Base administrative allowance:

<i>Per annum</i>	<i>Per student</i>			
	<i>0–100</i>	<i>101–200</i>	<i>201–400</i>	<i>400+</i>
<i>\$16,446</i>	<i>-</i>	<i>\$49.34</i>	<i>\$24.69</i>	<i>\$16.44</i>

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

4.1.1.4 Notwithstanding, no school principal shall be paid an allowance of more than: \$32,892 per annum.

4.1.1.5 The Principal of District Programs shall receive an annual administrative allowance in addition to the base allowance provided for in Clause 4.1.1.2: \$10,339 per annum.

The Principal of District Programs is not subject to the minimum principal allowance in 4.1.1.3.

4.1.2 Assistant Principal Allowance: *In addition to their salary in Clause 3.1, each assistant principal shall receive fifty percent (50%) of the allowance paid to the principal.*

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

4.1.3 Facilitator: *A teacher acting as a Facilitator, as assigned from time to time by the Superintendent or delegate, shall receive: \$2,373 per annum.*

4.1.4 **Coordinator:** *A teacher acting as a Coordinator, as assigned from time to time by the Superintendent or delegate, shall receive: \$6,333 per annum.*

4.2 Acting/Surrogate Administrators – Compensation

4.2.1 When all school administrators are absent from the school, one teacher shall receive an allowance per day while assuming principal/assistant principal responsibilities: \$79.15 per day.

4.2.2 In schools where there are assistant principals, if a principal is absent the assistant principal will assume the duties. After five (5) consecutive days absence, the assistant principal will receive 1/200th of the principal's allowance pro-rata to the first day of the principal's absence.

4.2.3 It is recognized that teachers in one room schools must be exempted from the provisions of Clauses 4.2.1.

4.3 Red Circling (Effective March 1, 2019)

4.3.1 In the case of an involuntary transfer, the Employer will red circle the allowance of a principal or assistant principal as follows:

- (a) the allowance of their previous school for one year, and
- (b) for the second year and thereafter, the applicable allowance of the new school.

4.4 Teachers with Principal Designations (Effective September 1, 2017 and until the date of ratification of the 2018-20 local Memorandum of Agreement (April 8, 2020))

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

4.4.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years. When the total length of the principal's designation will be five (5) years as of August 31, 2018, the Employer must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*

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

4.4 Teachers with Principal Designations *(Effective date of ratification of the 2018-20 local Memorandum of Agreement (April 8, 2020), the following repeals and replaces clause 4.4. above)*

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

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

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 *A substitute teacher is a teacher employed on a day to day or a part day basis where a contract of employment is not in effect.*

5.1.2 *The rate of pay, inclusive of holiday pay, for substitute teachers shall be:
Effective until April 30, 2019 - Full Day – \$221.46
Half Day – \$129.18*

5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$208.92 plus six percent (6%) vacation pay of \$12.54 for a total of \$221.46.*

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

and general holiday pay earned in the 4 weeks immediately preceding the general holiday.

5.2 Commencement of Grid Rate

5.2.1 Number of days to go on grid: Notwithstanding clauses 5.1.2 – 5.1.4, a substitute teacher who substitutes for a period of three (3) or more consecutive teacher/pupil contact days in the same school for the same teacher shall be treated as a temporary teacher from the beginning and during the continuance of such consecutive days. In such a case the substitute teacher must submit proof of experience and Qualifications in accordance with Clause 3.2 and Clause 3.3 of this Collective Agreement.

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

5.3 Other Substitute Teacher Conditions

5.3.1 When required, a substitute teacher shall be called, if available.

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.

6.1.1 A part-time teacher shall mean a teacher employed under Contract of Employment to provide service for less than the regular hours of instruction per school year as established by the Employer's policy.

6.2 Part-time Teachers Salaries

6.2.1 Part-time teachers shall receive the salary stipulated in this Collective Agreement on a pro-rata basis according to the percentage of time worked.

6.3 *Part-time Teachers Benefits and Proration*

6.3.1 *Part-time teachers shall receive the benefits stipulated in this Collective Agreement on a pro-rata basis according to the percentage of time worked.*

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 Employer 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 *Subject to the provisions of the Master Policies, all teachers appointed to the staff shall be required to join the Alberta School Employee Benefit Plan (ASEBP), Plan D, Schedule 2; ASEBP, Extended Health Care Plan II; ASEBP, Dental Care Plan III and ASEBP, Vision Care Plan III, and all teachers presently enrolled in the Plans shall continue to be enrolled in the Plans as a condition of employment with the Employer.*

7.1.3 *Notwithstanding Clause 7.1.2 it is understood that where there is a duplication of the benefits because the spouse of the teacher has the same or similar plans to ASEBP, Plan D, Schedule 2; ASEBP, Extended Health Care Plan II; ASEBP, Dental Care Plan III and ASEBP, Vision Care Plan III, the teacher may be exempted from participation.*

7.1.4 *The Employer shall contribute toward the costs of the various premiums as follows:*

(a) ASEBP, Plan D, Schedule 2 - 100% of each full-time teacher's monthly premium.

(b) (i) ASEBP, Extended Health Care Plan II - 100% of each full-time teacher's monthly premium. Clause 7.1.4 (b) (i) shall expire when clause 7.1.4 (b) (ii) comes into effect.

(ii) Effective March 1, 2019, ASEBP, Extended Health Care Plan I – 100% of each full-time teacher's monthly premium.

(c) ASEBP, Dental Care Plan III - 100% of each full-time teacher's monthly premium.

(d) ASEBP Vision Care Plan III - 100% of each full-time teacher's monthly premium.

7.2 Health Spending Account (Expires when 7.2 below comes into effect)

7.2.1 The Employer shall implement a Health Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) rules and is administered by the ASEBP for the benefit of each eligible teacher and the teacher's spouse and dependents. The Employer shall contribute the following amount for each eligible teacher: \$500.00.

Effective September 1, 2019, the contribution for each eligible teacher will increase to \$725.

7.2.2 Such amount shall be provided in equal monthly instalments. Any unused balance shall be carried forward to the extent permitted by CRA. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance after the expiry of the established time to submit expenses. An eligible teacher means any teacher on a continuing, probationary, interim or temporary contract. (Article 6 applies to this section).

7.2 Health Spending Account and Wellness Spending Account (Effective July 1, 2020)

7.2.1 The Employer shall implement a Health Spending Account (HSA)/ Wellness Spending Account (WSA) that adheres to Canada Revenue Agency (CRA) rules and is administered by the ASEBP for the benefit of each eligible teacher and the teacher's spouse and dependents. The Employer shall contribute the following amount for each eligible teacher: \$725.

7.2.2 Such amount shall be provided in equal monthly instalments. Any unused balance shall be carried forward to the extent permitted by CRA. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance after the expiry of the established time to submit expenses. An eligible teacher means any teacher on a continuing, probationary, interim or temporary contract. (Article 6 applies to this section).

7.3 Other Benefits

7.3.1 Retiree Benefits

7.3.1.1 Where a retired teacher is employed on a contract by the Employer and therefore ineligible for regular group benefits with the ASEBP, the Employer agrees to pay the same premium contributions to the teacher as provided in Clause 7.1.4. Payment will only be made upon receipt of expense claims, showing benefit costs paid by the employee up to the maximum of ASEBP rates.

7.1.1.1 When a teacher continues employment beyond age 70 and is no longer eligible for regular benefits with the ASEBP, the Employer agrees to pay the same premium contributions to the teacher as provided in Clause 7.1.4. Payment will only be made upon receipt of expense claims showing benefit costs paid by the employee up to the maximum of ASEBP rates.

7.3.2 Employment Premium Reduction

7.3.2.1 Payments made toward benefit plans by the Employer shall permit the Employer to retain and not pass onto teachers any rebates of employment insurance premiums.

7.3.3 Northern Residents Travel Allowance

7.3.3.1 Deducted from the grid will be a travel allowance as described in the Northern Living Allowance. The amount of six thousand dollars (\$6,000.00) per annum will be allocated to holiday travel and the amount of two thousand five hundred dollars (\$2,500.00) per annum will be allocated to medical travel. These funds will be remitted to teachers on a monthly basis. Both allocations will be identified on the employee's T4 statement.

7.3.3.2 This amount will increase on the same dates and by the same percentages as applied to the salary grid provided these improvements are compliant with CRA regulations.

8. CONDITIONS OF PRACTICE

8.1 *Teacher Instructional and Assignable Time* (Effective September 1, 2017)

8.1.1 *Teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*

8.1.2 *Teacher assignable time will be capped at 1200 hours per school year commencing the 2017-18 school year.*

8.2 *Assignable Time Definition* (Effective September 1, 2017)

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

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

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

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

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

8.3 Duty Free Lunch (*Effective April 7, 2019*)

8.3.1 *The Employer will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked.*

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

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

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

8.4 Extracurricular (*Expires effective on the first day of the month following ratification by both Parties (May 1, 2020)*)

8.4.1 Teachers shall be granted one (1) personal day without salary deduction for participation in school related extra-curricular activities during the current school year, based on the following schedule and guidelines:

8.4.2 After completing 150 hours of extracurricular = 1 personal day.
For each complete 150 hours of extracurricular thereafter = 1 personal day.

8.4.3 Extracurricular hours are those which are earned outside of operational day/hours when the teacher is responsible for students (in loco parentis).

8.4.4 Regulations

(a) The teacher must submit a letter to the principal five (5) days prior to the date of anticipated leave.

(b) The letter should state the activities and hours spent on extra-curricular activities to date for the year.

(c) The letter will be countersigned by the principal to verify the information contained in the letter.

(d) Personal days earned, and approved by the Principal, shall be taken by the end of the school year or six (6) calendar months, whichever is later. No provision exists for the payment of time not taken.

(e) The teacher and principal must ensure that serious disruption of the educational program does not occur.

(f) If there is a disagreement between the teacher and the principal in the application of clause 8.4 the Superintendent or delegate shall make a binding decision.

9. PROFESSIONAL DEVELOPMENT

9.1 *Teacher Professional Growth Plan (Effective January 16, 2019)*

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

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

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

9.2 Professional Improvement Leave

9.2.1 A teacher is eligible, after five (5) years of service with the Employer, to apply to the Employer, prior to February 1st, for Professional Improvement Leave for the purpose of further study which will increase his or her capabilities.

9.2.2 The Employer shall submit all applications to a selection committee of two (2) Employer members and the Superintendent or delegate, who shall be a non voting member of the committee and two teacher representatives appointed by Local #77 of the Association.

9.2.2.1 Notwithstanding Clause 9.2.2, in the event of a tie vote, the Superintendent or delegate will cast the deciding vote.

9.2.3 In addition, the Employer shall suggest criteria of a general nature to be used in the selection of the applicants for professional leave.

9.2.4 The selection committee will identify to the Employer, candidates eligible to receive professional leave on or before March 1st.

- 9.2.5 From the candidates identified by this selection committee the Employer may, at its discretion, grant one (1) or more teachers a one (1) year professional improvement leave.
- 9.2.6 Each teacher granted professional improvement leave shall receive an allowance equal to 65% of grid salary.
- 9.2.7 The allowance shall be computed based on the teacher's salary agreement effective at the date the leave commences.
- 9.2.8 Teachers on professional improvement leave shall not be eligible for any benefits under this contract except those provided by the ASEBP and Alberta Health Care. The cost of these benefits shall be covered by the Employer.
- 9.2.9 The one (1) year period of professional improvement leave shall not be considered as equal to classroom service for the purpose of determining experience for salary purposes.
- 9.2.10 Unless approved otherwise by the Employer any teacher granted professional improvement leave will be required:
- (a) to remain on contract with the Employer for an additional period of not less than two (2) years; or
 - (b) to repay the allowance or repay that portion of the allowance for services not rendered in (a) plus interest at current rates. This includes the cost of benefits during the leave.
- 9.2.11 Prior to taking professional improvement leave the teacher shall enter into a written contract with the Employer establishing:
- (a) A teaching position, no less favourable as determined by the Employer than the one enjoyed before the leave, upon return. This placement is appealable to the Employer.
 - (b) The method and time of payment of the entitlement.
 - (c) The dates of the leave.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 *Sick leave with pay will be granted to the employee for the purpose of obtaining necessary personal medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.*
- 10.2 (a) *As per the [Education Act 220\(1\)\(d\)\(ii\) and 220\(2\)](#), in the first year of employment with this Employer 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.

(b) During the second and subsequent years of service, 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.

(c) A teacher who has more than one (1) year of service and has been absent for reasons listed in Clause 10.1 shall, upon return to full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days. Part-time teachers shall be entitled to ninety (90) calendar days.

(d) For the purpose of this Collective Agreement, an interrupted illness for the same illness shall be counted as one (1) illness.

10.3 Before any payment is made under the foregoing provisions the employee shall provide:

(a) For illness of three (3) consecutive days or less a statement in a form approved by the Employer signed by the employee substantiating the illness.

(b) For illness of more than three (3) consecutive days, the Employer may request a medical certificate during the illness in a form approved by the Employer from a qualified medical or dental practitioner or district nurse. Further medical certificates may be requested monthly during the leave as determined appropriate by the Employer.

10.4 The Superintendent or delegate may require a teacher to provide a medical certificate as prescribed by Clause 10.3 (b) for any illness of three (3) consecutive days or less provided the teacher is informed of this requirement prior to their return to teaching duties.

10.5 The Employer may require a teacher to submit to a medical examination by an Employer designated doctor. The expense of the medical examination and all other reasonable related expenses will be borne by the Employer.

10.6 (a) 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 ASEBP.

(b) When a teacher is eligible for the extended disability benefits contained elsewhere in this Collective Agreement, the provisions for sick leave shall be suspended and no further salary shall be paid.

- 10.7 *A teacher injured in other remunerative employment other than Employer employment shall not be entitled to benefit of Article 10.*
- 10.8 *Provisions of this Article shall not be applicable when a teacher is on another leave (other than sick leave), without pay.*
- 10.9 *When a teacher leaves the employ of the Employer, all benefits contained under these provisions are cancelled.*
- 10.10 *If a teacher is medically prevented from performing regular work with the Employer as a result of an accident that is recognized by the Workers' Compensation Board (WCB), clause 10 will still apply. The teacher will assign the WCB award for loss of wages to the Employer.*
- 10.11 *It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the ASEBP will not be entitled to receive sick pay benefits.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

- 11.1.1 *A teacher who is pregnant is entitled to Maternity Leave without pay for a period not to exceed fifteen (15) weeks. The cost of continued benefits during the fifteen (15) week leave shall be at the Employer's expense.*
- (a) *The teacher shall endeavour to notify the Employer of her requirements at least twelve (12) weeks in advance of the estimated due date.*
- (b) *The teacher applying for Maternity Leave must have more than fifty-two (52) weeks continuous employment with the Employer to be eligible for any benefits contained within the Collective Agreement. A teacher who has not completed 52 weeks of continuous employment would be eligible for sick leave provisions remaining as outlined in clause 10. After remaining sick leave is utilized, the teacher may elect to continue to participate in the insurance benefits provided the teacher is responsible for the entire amount of the premium.*
- (c) *The teacher, upon written request and with the approval of the Superintendent or delegate, may return prior to the expiration of the six (6) weeks following the actual date of delivery after providing a medical certificate indicating that resumption of work would not endanger her health.*

- 11.1.2 *A teacher who is unable to attend work for medical reasons associated with her pregnancy, which cannot be reasonably accommodated by job modification, may access up to ninety (90) calendar days sick leave in accordance with Article 10 – Sick Leave. The teacher’s medical doctor shall provide a medical certificate to the Employer to assist with any job modification or accommodation determination.*
- 11.1.3 *A teacher who is pregnant and able to attend work, with or without accommodation, within twelve (12) weeks prior to the estimated date of delivery, and chooses to commence her Maternity Leave will not have access to Article 10 – Sick Leave benefits.*
- 11.1.4 *The Employer shall operate a SUB (Supplemental Unemployment Benefit) Plan. The benefit level (salary) paid under the plan shall be 100 per cent of the employee’s regular weekly earnings, calculated by multiplying the number of school days in the week by 1/200th of annual salary. The combined weekly rate of the employment insurance benefit and the SUB payment will not exceed 100 per cent of the employee’s regular weekly earnings.*
- 11.1.5 *The total maximum entitlement a teacher may access is ninety (90) calendar days, which shall be determined to be either sick leave or Maternity SUB Plan leave, or a combination thereof.*
- 11.1.6 *A teacher who exhausts sick leave entitlement prior to the delivery of the child may make application for EDB benefits.*

Parental and Adoption Leave

- 11.1.7 *A teacher may apply for Parental or Adoption Leave without pay and benefits for a period not to exceed thirty-seven (37) weeks, on the following basis:*
- (a) The teacher shall endeavour to notify the Employer at least twelve (12) weeks in advance of the leave date, or in the case of adoption, as soon as possible;*
 - (b) The leave shall not commence prior to the delivery or adoption date of the child and shall conclude within fifty-two (52) weeks;*
 - (c) If both parents are employees of the Employer, the thirty-seven (37) weeks of Parental or Adoption Leave may be taken entirely by one of the parents or can be shared at different times between the mother and father;*

(d) *The teacher applying for Parental or Adoption Leave must have more than fifty-two (52) weeks of continuous employment with the Employer; and,*

(e) *Parental and Adoption Leave will not be counted as experience towards the granting of increments.*

11.1.8 *A teacher on Parental or Adoption Leave may continue to participate in employee benefits at their own cost, subject to the terms and conditions contained in the Insurance Master Policies, as amended from time to time.*

11.1.9 (a) *The Employer agrees to continue paying its share of the benefit costs for a teacher on Parental or Adoption Leave provided the teacher commits in writing to return to their equivalent teaching duties for the equivalent of one school year beyond the leave return date.*

(b) *A teacher who commits under clause 11.1.9(a) and subsequently fails to return to their teaching duties shall be responsible for the Employer paid benefit premiums and shall reimburse the Employer upon receipt of an invoice.*

Return to Work Notification

11.1.10 *The teacher returning from a Maternity Leave shall give the Employer at least thirty (30) days' notice in writing of the intended return to work date. In the event that the thirty (30) days' notice occurs during the summer break, the teacher will endeavour to notify the Employer on the last operational day of the school year.*

11.1.11 *A teacher returning from Maternity, Parental or Adoption Leave shall be reinstated to her or his former teaching duties.*

11.1.12 *The Employer may provide a teacher returning from Maternity, Parental or Adoption Leave a personal leave of absence with or without benefits to accommodate a reasonable return to work schedule. The teacher is eligible to continue to participate in the insurance benefits provided the teacher is responsible for the entire amount of the premiums.*

11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave (Effective January 16, 2019)

11.2.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*

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

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

11.1 Maternity Leave

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 *A teacher shall, when possible, give the Employer three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written*

statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.

11.1.4 The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.

11.1.5 Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.

11.2 Parental Leave

11.2.1 Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.

11.2.2 Parental leave shall be without pay and benefits except as provided in clause 11.3.

11.2.3 The teacher shall give the Employer at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.

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

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

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

11.3 Salary Payment and Benefit Premium

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

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Employer to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing Collective Agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Employer portion of the benefit premiums.*
- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the*

Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.

11.4.5 If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.

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

**12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE
(Expires when Article 12 below comes into effect (May 1, 2020))**

12.1 Leave with pay for up to three (3) days per school year for personal reasons may be granted to teachers at the discretion of the school principal provided the educational program of the school is not disrupted and subject to the following:

- (a) The intent of personal leave is not to extend the summer recess, Christmas or spring break.
- (b) Where possible, all requests are to be made in writing in advance to the principal.
- (c) The principal shall review each request to ensure the educational program of the school is not disrupted.
- (d) Any principal taking personal leave shall notify the Superintendent or delegate prior to taking leave.

**12 PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE
(Effective on the first day of the month following ratification by both Parties
(May 1, 2020))**

12.1 Leave with pay for up to three (3) days per school year for personal reasons may be granted to teachers at the discretion of the school principal provided the educational program of the school is not disrupted and subject to the following:

- (a) Where possible, all requests are to be made in writing in advance to the principal.
- (b) Requests shall be made on the form provided by the Employer
- (c) The principal shall review each request to ensure the educational program of the school is not disrupted.

- (d) Any principal taking personal leave shall notify the Superintendent or delegate prior to taking leave.

13. ASSOCIATION LEAVE AND SECONDMENT *(Effective January 16, 2019)*

- 13.1 *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.2 *Upon written request to the superintendent or designate, the Employer may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Employer. The Association will reimburse the Employer as per Clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3 *One (1) representative appointed by Local #77 of the Association is entitled to attend all Board meetings provided all expenses inclusive of substitute teacher pay is paid by the Association.*
- 13.4 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the Collective Agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.*
- 13.5 *During such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the Collective Agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on their behalf while on secondment under this clause.*

14. OTHER LEAVES

14.1 Compassionate Leave

- 14.1.1 *The Superintendent or delegate may, upon request and the presentation of a medical certificate or some other proof satisfactory to the Superintendent or delegate, grant a temporary leave of absence with pay up to a total of four (4)*

days and allow for a maximum of two (2) days travel, where necessary, when such absence is necessitated for reasons of critical illness and/or death of a member of the teacher's family. The word "family" shall be interpreted as meaning: husband, wife, son, daughter, brother, sister, parent, guardian, grandparents, great-grandparents, grandchild or other relative who is a member of the teacher's household. This includes family members listed above with the term "in-law".

- 14.1.2 *The Superintendent or delegate may grant additional compassionate leave with pay.*

14.2 Family Medical Leave

- 14.2.1 *A teacher is entitled to three (3) days with pay in each school year to attend to the medical needs for family members of the teacher's household.*
- 14.2.2 *Effective March 1, 2019, clause 14.2.1 can also be used to attend to the medical needs of the teacher's child or parent who is not a member of the teacher's household.*
- 14.2.3 *On the first day, this leave shall be approved by the Principal; however, in the event of the second or more consecutive days, the leave will be approved by the Superintendent or delegate.*
- 14.2.4 *The Superintendent or delegate may request acceptable medical documentation from a qualified medical or dental practitioner.*
- 14.2.5 *The Superintendent or delegate will consider the following:*
- (a) Multiple family members using family medical leave at the same time, and/or*
 - (b) The use of multiple leave provisions consecutively and the impact on the student environment.*

14.3 Deferred Salary Leave

- 14.3.1 *The Employer shall maintain a Deferred Salary Leave Plan with any amendment subject to agreement by a committee made up of Association Local #77 members and Employer's members, and contingent on CRA Regulations.*

14.4 Jury Duty

- 14.4.1 Leave of absence without loss of salary shall be granted for Jury Duty or any summons related thereto provided that the Jury stipend accumulated during instructional time (excluding allowances and/or expenses) are reimbursed to the Employer.

14.5 Court Appearance

- 14.5.1 Where a teacher is summoned by subpoena to testify as a witness in a court proceeding involving an indictable offense, the teacher will be granted leave of absence without loss of salary on the provision that the legal stipend accumulated during instructional time (excluding allowances and/or expenses) are reimbursed to the Employer.

14.6 Paternity Leave

- 14.6.1 Leave of absence without loss of salary shall be granted to a teacher for paternal leave to a maximum of two (2) days within two weeks of childbirth or within the period of the date of birth and the time when both the mother and the child have left the hospital.

14.7 Additional Leave

- 14.7.1 Additional leave of absence for less than one school year may be granted by the Superintendent or delegate with or without pay and *Employer's* share of contribution to benefit insurance premiums for reasonable cause. The Superintendent or delegate's decision shall be appealable to the Employer.
- 14.7.2 i) A leave without pay and Employer's share of contribution to benefit insurance premiums for the next school year may be granted by the Superintendent or delegate provided the teacher makes application for this leave of absence prior to March 31st of the current school year. The Superintendent or delegate, may at their sole discretion, consider an application received after March 31st of the current school year.
- ii) If a leave of absence without pay and Employer's share of contribution to benefit insurance premiums is granted to a teacher for a school year the teacher must notify the Superintendent or delegate prior to February 1st of the school year in which the teacher is on leave of their intent to return to a teaching position in the next school year. If the teacher fails to provide notice of their intent to return it shall be presumed the teacher has resigned and the Employer shall be under no

obligation to place the teacher in any position for the next school year.

- 14.7.3 Provided the insurance carrier allows, a teacher may continue coverage under the insurance plans provided the teacher pays 100% of the benefit insurance premiums.

15. CENTRAL GRIEVANCE PROCEDURE (Effective from January 16, 2019 until April 30, 2019)

15.1 *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 Employer affected by the difference may be invited to participate in the discussion about the difference.*
- 15.10 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Employer, and any affected teacher or teachers.*
- 15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*
- 15.12 (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

- 15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*
- 15.14 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected Employer rectify any failure to comply with the Collective Agreement.*
 - b) *An affected Employer pay damages to the Association, affected teacher or teachers, or both.*
 - c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.15 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
 - b) *Any affected Employer.*
 - c) *Teachers covered by the Collective Agreement who are affected by the award.*
- 15.16 *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*

15. CENTRAL GRIEVANCE PROCEDURE (Effective May 1,2019)

15.1 *This procedure applies to differences:*

- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
- b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
- c) *where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.*

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

- 15.3 A “non-central item” means any item which is not in italics in this Collective Agreement.
- 15.4 An “operational” day is an instructional or non-instructional day in the Employer calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.
- 15.5 For the purposes of this Article, written communication may be provided by email.
- 15.6 If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.
- 15.7 If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.
- 15.8 Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:
- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.
- b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.
- 15.9 The written notice shall contain the following:
- a) A statement of the facts giving rise to the difference,
- b) The central item or items relevant to the difference,
- c) The central item or items and the non-central item or items, where the difference involves both, and
- d) The remedy requested.
- 15.10 The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had

knowledge of the facts giving rise to the grievance.

- 15.11 Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the Employer portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the Employer affected by the difference is attending a central grievance hearing.*
- 15.12 The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Employer, and any affected teacher or teachers.*
- 15.13 (a) The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- (b) If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.14 (a) Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.15 The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*
- 15.16 The Arbitration Board shall make any order it considers appropriate.*

Without limiting the generality of the foregoing, an Arbitration Board may order that:

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

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

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

15.17 The award of the Arbitration Board is binding on:

a) TEBA and the Association.

b) Any affected Employer.

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

16.1 There shall be established a Grievance Committee composed of a quorum of the Employer.

16.2 A quorum of this Committee shall consist of one half plus one members of the Employer.

16.3 It shall be the duty of this Committee to meet and endeavour to resolve any difference between a teacher and the Employer, or the Association and the Employer concerning the interpretation, application, operation or alleged violation of this Collective Agreement, and whether the difference is arbitrable, without stoppage of work or refusal to perform work. The Committee shall appoint one of the members as Chair of all meetings. The Committee shall be responsible for establishing dates of holding meetings of the Grievance Committee and notifying the Committee members.

16.4 A teacher having a grievance arising out of this Collective Agreement shall, within fifteen (15) days of the occurrence or of first knowledge of the violation, whichever is later, lodge in writing with the Superintendent or

delegate the grievance identifying the clause, precise nature of the violation and indicate the remedy sought. A copy of the grievance statement shall be sent to the Secretary-Treasurer of the Employer and the Coordinator of Teacher Welfare of the Association.

- 16.5 If the grievance has not been settled within fifteen (15) days after the date of the submission of the grievance, the teacher, or in a proper case, the Association shall, within five (5) days thereafter, give written notice to the Secretary-Treasurer of the Employer and to the members of the committee advancing the grievance to the Grievance Committee.
- 16.6 When the Committee receives notice of the submission of the grievance, it shall be required to meet within four (4) weeks of receipt of such notice. The Committee shall provide written notice of its decision to the teacher and the Coordinator of Teacher Welfare within ten (10) days of hearing the grievance.
 - 16.6.1 If either Party is unsatisfied with the decision of the Grievance Committee or no decision is reached, then either Party may, by written notice served on the other Party, require the establishment of an Arbitration Board consisting of three (3) individuals. Such notice must be given within ten (10) days after the date of expiry of the four (4) week limit or the receipt of the written decision of the Committee, whichever is later.
 - 16.6.2 Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice and must inform the other Party of the appointee. The two (2) members appointed must, within five (5) 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 a Chair either Party may request the Director of Mediation Services to make the necessary appointment. By mutual consent, the Parties may have the arbitration heard by a single arbitrator.
 - 16.6.3 The Arbitration Board shall determine its own procedure but must give full opportunity to all parties to present evidence and to be heard.
 - 16.6.4 The Arbitration Board shall not change, amend or alter any of the terms of this Collective Agreement.
 - 16.6.5 The findings and decision of a majority is the award of the Arbitration Board. If there is not a majority, the decision of the Chair governs and it shall be deemed to be the award of the Arbitration Board.

- 16.6.6 The Arbitration Board shall render its decision not later than ninety (90) calendar days after concluding day of hearing, provided however that, in exceptional circumstances, the Parties may amend in writing such deadline. Each Party to the grievance shall bear the expense of its respective appointee and the two Parties shall bear equally the expense of the Chair.
- 16.7 The Committee shall dispose of each grievance before proceeding to another except where, by unanimous consent of the Committee, the hearing of the grievance is postponed.
- 16.8 All time limits referred to in the grievance procedure shall be calendar days.
- 16.9 Any of the time limits in the grievance procedure may be extended at any stage upon the written consent of the Parties.
- 16.9.1 Once a grievance has been filed in accordance with the provisions of this Collective Agreement and where as a result of the summer break in July and August a request to extend the time limits is made by either Party, such request shall not be unreasonably denied.
- 16.10 Failure to meet any of the time limits except as provided in 16.6.2, 16.6.6 and 16.9 shall mean the grievance procedure is at an end.

17. EMPLOYMENT

17.1 Vacant Positions (Expires on the first day of the month following ratification by both Parties (May 1, 2020))

- 17.1.1 It is the intent of the Parties to provide teachers an opportunity to make application for all vacancies available for the start of the school year. Where the Employer has determined that a position filled during the school year will exist in the subsequent school year that position shall be posted as soon as possible for teachers to make application.
- 17.1.2 As a rule, it is not the intention of the Employer to transfer teachers during the school year. For the purposes of this Article, the school year shall be deemed to be July 01 to June 30. Under normal circumstances, application from existing teachers with assignments for the subsequent school year will not be considered past June 30.
- 17.1.3 The Employer shall consider all applications received from existing teachers along with pre-hired teacher applicants and external applications received when filling posted vacancies.

The Employer shall select the best candidate for the position after considering experience, qualifications and suitability.

- 17.1.4 Teachers employed with the Employer will be given first consideration for vacancies that occur at the completion of their second complete school year in their current school, unless requested by the Employer.
- 17.1.5 The Employer shall communicate to teachers any vacancy that has been created and filled during the school year.

17.2 Subrogation

- 17.2.1 Interpretation:
 - 17.2.1.1 *Cost of Absence* means the total remuneration paid by the Employer during a period when the teacher was absent from work.
 - 17.2.1.2 *Interest* means interest calculated in accordance with the provisions of the *Alberta Judgement Interest Act*, RSA 2000, c.J-1, and amendments and regulations thereto.
 - 17.2.1.3 *Judgement or Settlement* means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
 - 17.2.1.4 *Remuneration* means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.
 - 17.2.1.5 *Teacher* means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.
- 17.2.2 In the event that the Employer incurs a cost of absence as a result of an act or omission of a third party, the Employer is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:
 - 17.2.2.1 the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or

omission of a third party has resulted in the Employer incurring a cost of absence;

- 17.2.2.2 the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
 - 17.2.2.3 the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
 - 17.2.2.4 the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
 - 17.2.2.5 the teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
 - 17.2.2.6 upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
 - 17.2.2.7 the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
 - 17.2.2.8 the Employer's consent to settlement shall not be unreasonably withheld.
- 17.2.3 When as a result of judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest.
- 17.2.4 When as a result of a judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest.

- 17.2.5 The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this Article 17.2
- 17.2.6 In exercising any of its rights under Article 17.2, the Employer shall have due regard for the interests of the teacher.

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

Signed on _____, 20__

Signed on _____, 20__

On Behalf of the Association

On Behalf of the Employer

Elizabeth Cabezas, TWC & NSC Chair

Clark McAskile, Board Chair

Cynthia White, NSC Member

Michael McMann, Superintendent

Jim Weller, NSC Member

Norman Buhler, Secretary Treasurer

Signed on _____, 20__

Sean D Brown, Associate Coordinator,
Collective Bargaining, Teacher Employment Services

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

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

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

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

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

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

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

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

1. Interested Employers, along with their related Association bargaining units, will express their interest in participating in the pilot project to TEBA and the Association in writing, by June 15, 2019.

2. TEBA and the Association will encourage participation in this project among Employers and Association bargaining units.

3. The pilot project may be ended early with mutual agreement of the Employer and related Association bargaining unit.

4. Each participating Employer and related Association bargaining unit will strike a project steering committee with equal representation from each party. At the discretion of the Employer, the steering committee may include other staff groups in the project.

5. Where leave is required, substitute teacher costs will be reimbursed as provided for in Article 13.

6. The project steering committee will develop a project plan and submit it to TEBA and the Association by June 30, 2019 for information.

7. Each project plan should include:

- A commitment to support staff health and wellness.*
- A statement that clarifies when it is acceptable for staff to send and review electronic communications.*
- A plan for dealing with emergencies and exceptions.*
- A plan for communication to staff and stakeholders of the project plan.*
- An evaluation phase for the project including a plan for consulting staff and stakeholders on the impact of the pilot project.*

8. The project steering committee will conduct an evaluation and submit results to TEBA and the Association by May 30, 2020.

9. The pilot project will conclude on August 31, 2020.