

COLLECTIVE AGREEMENT

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

BETWEEN

THE PEACE WAPITI SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

TABLE OF CONTENTS

1.	APPLICATION/SCOPE	4
2.	TERM	6
2.2	<i>List Bargaining</i>	6
2.3	<i>Central Matters Bargaining</i>	7
2.4	<i>Local Bargaining</i>	7
2.5	<i>Bridging</i>	7
2.6	<i>Meet and Exchange</i>	8
2.7	<i>Opening with Mutual Agreement</i>	8
2.8	<i>Provision of Information</i>	8
3.	SALARY	9
3.1	<i>Salary Pay Date/Schedule</i>	9
3.2	<i>Grid</i>	10
3.3	<i>Education</i>	11
3.4	<i>Experience</i>	12
3.5	<i>Special Considerations for Other Education and Experience</i>	16
4.	ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE	16
4.1	<i>Creation of New Designations/Positions</i>	16
4.2	<i>Administration Allowances</i>	16
4.3	<i>Acting/Surrogate Administrators – Compensation</i>	17
4.4	<i>Teachers with Principal Designations</i>	18
5.	SUBSTITUTE TEACHERS	19
5.1	<i>Rate of Pay</i>	19
5.2	<i>Commencement of Grid Rate</i>	20
5.3	<i>Other Substitute Teacher Conditions</i>	20
6.	PART TIME TEACHERS	21
6.1	<i>FTE Definition</i>	21
6.2	<i>Part-Time Teachers Salaries</i>	21
6.3	<i>Part-Time Teachers Benefits and Proration</i>	21
6.4	<i>Other Part-Time Teacher Conditions</i>	21
7.	GROUP BENEFITS	21
7.1	<i>Group Health Benefits Plans, Carrier and Premiums</i>	21
7.2	<i>Group Benefits Eligibility</i>	22
7.3	<i>Health Spending Account / Registered Retirement Savings Plan</i>	22
7.4	<i>Other Group Benefits</i>	24
7.5	<i>Northern Benefits</i>	24
8.	CONDITIONS OF PRACTICE	25
8.1	<i>Teacher Instructional and Assignable Time</i>	25
8.2	<i>Assignable Time Definition</i>	25
8.3	<i>Duty Free Lunch</i>	26
8.4	<i>Extracurricular Activities</i>	27
9.	PROFESSIONAL DEVELOPMENT	27
9.1	<i>Teacher Professional Growth Plan</i>	27
9.2	<i>Professional Improvement Leave</i>	27

10.	SICK LEAVE / Medical Certificates and Reporting	30
11.	MATERNITY, ADOPTION AND PARENTAL LEAVE	31
11.1	<i>Maternity Leave/Parental Leave/Adoption Leave</i>	31
11.1.1	<i>Maternity Leave</i>	31
11.1.2	<i>Parenting Leave</i>	33
11.1.3	<i>Adoption Leave</i>	33
11.2	<i>Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave</i>	34
12.	PRIVATE BUSINESS/GENERAL/PERSONAL LEAVE OF ABSENCE	37
13.	ASSOCIATION LEAVE AND SECONDMENT	37
14.	OTHER LEAVES	38
14.1	<i>Critical Illness, Death and Funeral Leave</i>	38
14.2	<i>Family Medical Leave</i>	39
14.3	<i>Jury Duty</i>	39
14.4	<i>Inclement Weather</i>	40
14.5	<i>Parental Leave</i>	40
15.	CENTRAL GRIEVANCE PROCEDURE	40
16.	LOCAL GRIEVANCE PROCEDURE	46
17.	EMPLOYMENT	47
17.1	<i>Information and Files</i>	47
17.2	<i>Subrogation</i>	48
	LETTERS OF UNDERSTANDING	
	<i>Letter of Understanding #1 – Association and TEBA Joint Committee to Assist Transition from Central to Local Bargaining (Effective October 11, 2018)</i>	51
	<i>New Letter of Understanding #2 – Trial Expedited Arbitration Process for Differences Arising from the Interpretation or Application of the “2018 Teacher Collective Bargaining Finalized Central and Local Matters Table Placement” (Effective October 2, 2018)</i>	52
	<i>Letter of Understanding #3 – Teachers with Designations: Allowances and Titles</i>	54
	<i>New Letter of Understanding #4 – Distributed Education Teachers Conditions of Practice</i>	55
	<i>New Letter of Understanding #5 – Wellness Spending Account</i>	56
	<i>Letter of Understanding #6 – Salary Adjustments</i>	57
	<i>Letter of Understanding #7 – Vacation and General Holiday Pay Claims</i>	58
	<i>Letter of Understanding #8 – Right to Disconnect</i>	59
	<i>Letter of Understanding #9 – Senior Administration Review, The Nature of Teaching on a Hutterite Colony (Effective September 1, 2020)</i>	60
	<i>Letter of Understanding #10 – New Teacher Orientation (Effective September 1, 2021)</i>	61

This Collective Agreement between

The Peace Wapiti School Division
(hereinafter referred to as the “Employer”)

Party of the first part

and

The Alberta Teachers’ Association,
acting on behalf of the teachers employed by the Employer
(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 the date of ratification of the 2018-2020 local Memorandum of Agreement (October 22, 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.

Whereas certain terms and conditions of employment and salary have been the subject of negotiations between the Parties, and;

Whereas the Parties desire that these matters be set forth in an agreement to govern certain terms of employment of the teachers.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

1. APPLICATION/SCOPE

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

Effective the date of ratification of the 2018-2020 local Memorandum of Agreement (October 22, 2020), clause 1.1 above is repealed and replaced by the following clause:

- 1.1 *This Collective Agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the Employer, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Employer and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
- 1.2 *Excluded Positions*
 - 1.2.1 *Any position containing the term Superintendent in its position title.*
 - 1.2.2 *Any position containing the term Director in its position title.*
- 1.3 *Effective the date of ratification of the 2018-2020 local Memorandum of Agreement (October 22, 2020), all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
 - 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any Collective Agreement with respect to central terms; and*
 - 1.4.2 *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*
- 1.5 *Role of TEBA (Effective the date of ratification of the 2018-2020 local Memorandum of Agreement (October 22, 2020))*
 - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Divisions in any agreement with respect to central terms.*

- 1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
- 1.5.3. *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.*
- 1.6 *The Employer retains those residual rights of management not specifically limited by the expressed terms of this Collective Agreement.*
- 1.6 *Effective the date of ratification of the 2018-2020 local Memorandum of Agreement (October 22, 2020), clause 1.6 above shall be repealed and replaced by the following management rights clause: the Employer retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7 *Implementation of this Collective Agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous Collective Agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This Collective Agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This Collective Agreement shall enure to the benefit of and be binding upon the Parties and their successors.*
- 1.10 *Effective the date of ratification of the 2018-2020 local Memorandum of Agreement (October 22, 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 thro 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 the Employer or the Association must be served after, but not more than 60 days after, the Collective Agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*
- 2.4.2 *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

2.5 Bridging

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

2.7 Opening with Mutual Agreement

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

2.8 Provision of Information Effective until the date of ratification of the 2018-2020 local Memorandum of Agreement (October 21, 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 the date of ratification of the 2018-2020 local Memorandum of Agreement (October 22, 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:*

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

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 The basic salary and allowances shall be paid to teachers through electronic transfer of funds on the twenty-third (23) day of every month except December when teachers shall be paid on the last teaching day of the month.

3.2 Grid

3.2.1 *The amount of education and teaching experience computed as hereinafter provided shall together determine the basic salary rate for each teacher employed by the Employer.*

3.2.2 Effective September 1, 2017

<i>Years of Experience</i>	<i>Years of Education</i>		
	<i>4</i>	<i>5</i>	<i>6</i>
<i>0</i>	<i>60,346</i>	<i>63,383</i>	<i>66,948</i>
<i>1</i>	<i>64,114</i>	<i>67,194</i>	<i>70,771</i>
<i>2</i>	<i>67,880</i>	<i>70,999</i>	<i>74,594</i>
<i>3</i>	<i>71,644</i>	<i>74,805</i>	<i>78,421</i>
<i>4</i>	<i>75,411</i>	<i>78,612</i>	<i>82,245</i>
<i>5</i>	<i>79,183</i>	<i>82,419</i>	<i>86,072</i>
<i>6</i>	<i>82,946</i>	<i>86,227</i>	<i>89,893</i>
<i>7</i>	<i>86,713</i>	<i>90,034</i>	<i>93,719</i>
<i>8</i>	<i>90,477</i>	<i>93,845</i>	<i>97,546</i>
<i>9</i>	<i>94,253</i>	<i>97,651</i>	<i>101,370</i>

3.3 Education (Effective until August 31, 2019)

3.3.1 *The evaluation of teacher education for salary purposes shall be according to the policies and principles established by the Teacher Salary Qualifications Board established by the Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association, the Alberta School Trustees Association, dated March 23, 1967, such evaluation shall be done by The Alberta Teachers' Association Teacher Qualifications Service.*

3.3.2 *The adjustment date for changes in the allowance for teacher education shall be September 1 or February 1 of each year subject to clause 3.3.3.*

3.3.3 *It shall be the responsibility of each teacher to lodge with the Director of Human Resources and Labour Relations of the Employer, a Statement from the Teachers Qualifications Service attesting to the teacher's education claim for salary purposes. The*

above statement to be provided by the teacher not later than 90 days or provide proof to the Director of Human Resources and Labour Relations of having applied for same within 30 days from the beginning of the current school year or from the starting date of the contract of the newly hired teacher employed at a date later than the beginning of the current school year.

3.3.4 Until the teacher submits satisfactory evidence in accordance with clause 3.3.3, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications, or according to the minimum acceptable educational requirements for the teacher's teaching certificate, whichever is appropriate to the Employer.

3.3.5 If a teacher does not submit evidence of teaching education to the Employer within 90 days or provide to the Director of Human Resources and Labour Relations proof of having applied for same within 30 days from commencement of the school year, or from the date of commencement of employment, the Employer shall adjust the salary effective the date such evidence is submitted.

3.3.6 No payment shall be made for teacher education or any other educational allowance which should have been claimed in the previous year.

3.3.7 The Employer recognizes that there may be circumstances where the above deadlines in clauses 3.3.3 and 3.3.5 should be extended and may do so at its sole discretion.

3.3.8 Under this Article, when a teacher receives a statement of evaluation they shall forthwith provide it to the Employer.

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

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

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

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

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

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

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

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

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

3.4 Experience (Effective until August 31, 2019)

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

a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*

b) *employed as a substitute teacher within the preceding five (5) years.*

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

3.4.3 *Previously unrecognized experience gained in one school year with an Employer may be carried over for calculation of experience increments in the following school year with that same Employer.*

- 3.4.4 *Provisions 3.4.1 and 3.4.4 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 an Employer being carried over for calculation of experience increments in the 2017-18 school year with that same Employer.*
- 3.4.5 *A teacher who provides active teacher services with the Employer for a minimum equivalent of 120 full teaching days shall be granted one teaching experience increment.*
- 3.4.6 *Such teaching experience must be earned within three years. When the 120 day requirement has been met the teacher shall not begin to accumulate credit towards another year of teaching experience until the commencement of another school year or February 1 as the case may be.*
- 3.4.7 *Any substitute teacher employed for more than 130 days, shall be given one experience increment.*
- 3.4.8 *The number of days of teaching experience earned by a teacher with another school board in Canada, or a post-secondary institution in Alberta for which an Alberta teaching certificate or its equivalent was required, or other teaching experience as approved by the Employer, will be counted pursuant to the terms of this Collective Agreement as teaching experience in schools under the Employer's jurisdiction. This clause affects only teachers hired for or after the 1989/1990 school year.*
- 3.4.9 *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 or February 1.*
- 3.4.10 *No teacher shall receive increments for experience gained while the teacher was not holding a valid Teaching Certificate or Letter of Authority.*
- 3.4.11 *Each teacher claiming additional teaching experience and each teacher commencing employment with the Employer, shall submit satisfactory evidence of teaching experience to the Employer within 90 calendar days or submit satisfactory evidence to the Employer of having applied for same within 30 teaching days from commencement of the school year or from the date of commencement of employment.*
- a) *If such evidence is submitted within the 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.*

- b) *Until the teacher submits the satisfactory evidence the teacher shall be placed in the salary schedule according to the most recent evidence of experience acceptable to the Employer.*
- c) *If a teacher does not submit evidence of teaching experience to the Employer within 90 calendar days or 30 teaching days from the commencement of the school year or from the date of commencement of employment, the Employer shall adjust the salary effective the date such evidence is submitted.*

3.4.12 *No payment shall be made for any increment which should have been claimed in the previous year.*

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

Teachers shall:

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

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

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

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

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

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

Prior Experience

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

- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero years of experience on the salary grid.*
 - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
 - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7 *The Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8 *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
 - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
 - c) *The written confirmation is signed by an authorized officer of the previous employer.*
- 3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous School Division.*
- 3.4.10 *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*
- 3.4.11 *Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

3.5 Special Considerations for Other Education and Experience (Effective September 1, 2019)

3.5.1 *In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the Employer shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the Employer.*

3.5.1.1 *Teachers must present valid proof of education and experience, satisfactory to the Employer, prior to this evaluation.*

3.5.1.2 *This evaluation shall be conducted when a teacher is hired to teach a CTS or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.*

3.5.1.3 *A copy of the decision will be provided to the teacher.*

3.5.2 *After the evaluation in 3.5.1 has concluded, the Employer may place a teacher on a step greater than their experience and/or education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.*

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

4.1.1 *In the event that a new position for which an allowance is to be paid is created during the contract period, the allowance to be paid with respect to that position shall be set by the Employer and the matter shall, if local teachers or the Employer decides, be a subject for negotiations in collective bargaining between the Parties to this Collective Agreement.*

4.2 Administration Allowances

4.2.1 Principal Allowances

4.2.1.1 *In addition to the basic salary, an administrative allowance shall be paid to a principal and it shall be calculated in accordance with the following schedule based on the September 30, Grade 1 - 12 student count, and the October 30 ECS student count:*

4.2.1.2 *Effective September 1, 2016:*

A Basic Allowance of \$13,982.00 per year plus a 'Per Student' Allowance as follows:

\$0 – For each of the first 50 students of the school(s) enrollment

\$45.54 – For each of the next 50 students enrolled (51 – 100)

\$37.10 – For each of the next 200 students enrolled (101 – 300)

\$25.31 – For each of the next 200 students enrolled (301 – 500)

\$13.46 – For each student thereafter (501+)

Effective January 1, 2021, or March 1, 2019, whichever is earlier, notwithstanding the calculation determined by the formula under clause 4.2.1.2, the minimum principal allowance will be \$16,500.

4.2.1.3 *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.*

4.2.2 *Assistant Principal Allowance*

4.2.2.1 *The administrative allowance of an Assistant Principal shall equal one half of the Principal's administrative allowance.*

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

4.2.3 *Hutterite Colony Allowance*

4.2.3.1 *In addition to the annual salary in clause 3.2.2, a teacher employed by the Employer on a Hutterite Colony and designated by the Employer to receive an administrative allowance shall receive allowance to be pro-rated if the teacher is designated for less than a full year as follows: effective September 1, 2016 – \$2,382.00.*

4.3 Acting/Surrogate Administrators – Compensation

4.3.1 The Assistant Principal shall be paid as a Principal when the Principal is absent for five consecutive teaching days or more and a

temporary Assistant Principal may be appointed. In such a case, the Acting Principal shall be paid effective the first day the Principal is absent, and the Acting Assistant Principal shall be paid from the day of appointment.

- 4.3.2 In a school where there is no Assistant Principal and the Principal is absent for more than five consecutive teaching days, a teacher shall be appointed Acting Principal and shall be paid according to 4.2.1.2 of the current *Collective Agreement*. In such a case, the Acting Principal shall be paid from the first day the Principal is absent.
- 4.3.3 In a school where an Assistant Principal's designation does not exist or where both the Assistant Principal and Principal are absent from the school, a teacher shall be appointed to carry out administrative duties when the Principal is absent from the school for the day. This shall apply up to a maximum of 15 days per school year and the daily rate of: *effective September 1, 2016* – \$54.66. Effective January 1, 2021, or March 1, 2019, whichever is earlier, the daily rate of \$54.66 will be increased to \$60.00.
- 4.3.4 Where a principal is in charge of more than one school only one teacher shall be so appointed.

4.4 *Teachers with Principal Designations* (Effective until the day prior to the date of ratification of the 2018-2020 local agreement (October 21, 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 (5) 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 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 (5) 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 the date of ratification of the 2018-2020 local Memorandum of Agreement (October 22, 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 *Effective until April 30, 2019, a Substitute teacher shall, in accordance with the following schedule, be paid a flat rate, including 4% holiday pay for each full day taught:*

Effective	Flat Rate
September 1, 2016	\$229.72

- 5.1.1 *Effective May 1, 2019, this clause repeals and replaces clause 5.1.1 above: a substitute teacher shall, in accordance with the following schedule be paid a flat rate of \$216.72 including six percent (6%) vacation pay of \$13 for a total of \$229.72 for each full day taught.*
- 5.1.2 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay*

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

5.1.3 Application of the Substitute Daily Rate for Partial Days (*Effective November 1, 2020*)

5.1.3.1 Where a substitute teacher provides services for less than 50% of the full day, the substitute teacher will receive, as calculated by the Employer, 50% of the substitute daily rate, inclusive of any applicable vacation pay and/or general holiday pay.

5.1.3.2 Where a substitute teacher provides services for greater than 50% of the full day, the substitute teacher will receive, as calculated by the Employer, 100% of the substitute daily rate, inclusive of any applicable vacation pay and/or general holiday.

5.1.3.3 Where a teacher on a part-time contract provides, in addition, services as a substitute teacher, the teacher will receive, as calculated by the Employer, the applicable portion of the substitute daily rate under clauses 5.1.3.1 or 5.1.3.2, as the case may be, inclusive of any applicable vacation pay and/or general holiday.

5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid: After four consecutive school instructional days in relief of the same teacher, a substitute shall be paid 1/200 of the grid plan per day.*

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 Effective January 1, 2021, or March 1, 2019, whichever is earlier:

a) In the event that a substitute teacher's assignment is cancelled by the Employer and notice of such cancellation is not transmitted to the substitute teacher prior to 6:00 PM on the day prior to the assignment, the substitute teacher shall report to work as directed by the Employer and carry out those duties that are assigned to the substitute teacher by the Employer.

- b) The provisions of clause 5.3.1 (a) shall not apply where the cancellation of assignment is due to inclement weather, cancellation of classes, school closure for any reason, or if the affected substitute teacher refuses another assignment offered by the Employer for the same date as the cancelled assignment.

6. PART TIME TEACHERS

- 6.1 *FTE Definition: Effective September 1, 2017, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*
- 6.1 *FTE Definition: Effective September 1, 2019, part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*
- 6.2 *Part-time Teachers Salaries*
 - 6.2.1 *Part-time teachers shall receive the salary stipulated in this Collective Agreement on a pro-rated 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-rated basis according to the percentage of time worked.*
- 6.4 **Other Part-time Teacher Conditions (Effective until June 30, 2020)**
 - 6.4.1 **Job Sharing:** Teachers under continuing full-time contracts may make application to the Superintendent to participate in job-sharing or part-time employment arrangements pursuant to the Employer's policies and guidelines.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

- 7.1.1 *When enrollment and other requirements for group participation in various Health Insurance 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 *The Employer shall contribute towards the costs of the various premiums as follows:*

- a) *Alberta School Employee Benefit Plan (ASEBP) Plan D (Extended Long Term Disability) Plan 2A (Life, Accidental Death and Dismemberment)—100 percent of each full time teacher's monthly premium.*
- b) *ASEBP Extended Health Care Plan 1—100 percent of each full time teacher's monthly premium.*
- c) *ASEBP Dental Care Plan 3C—100 percent of each full time teacher's monthly premium.*
- d) *Vision Care Plan 3—100 Percent of each full time teacher's monthly premium.*

7.2 Group Benefits Eligibility

7.2.1 *Subject to the provisions of the A.S.E.B.P. master policies all teachers on contract shall be required to join the Alberta School Employee Benefit Plan and all teachers presently enrolled in the Plan shall maintain enrollment as a condition of employment with the Employer.*

7.2.2 *Notwithstanding clause 7.2.1 it is understood that a teacher may be exempted from participation in the aforementioned plans where they received coverage elsewhere or has opted out pursuant to the Plan. Where a married couple is employed by the same Employer, the premium contributions shall be on a family basis.*

7.2.3 *Teachers on contract for less than the full school year or less than the full school day, on a regular basis, shall receive pro-rated payments based on the percentage of days or time taught.*

7.3 Health Spending Account (HSA)/Registered Retirement Savings Plan (RRSP) (Effective until December 31, 2020)

7.3.1 *Effective September 1, 2016, the annual contribution to the Health Spending Account is \$550.00.*

7.3.1 *Effective September 1, 2019, the annual contribution to the Health Spending Account is increased to \$725 annually.*

7.3.1.1 *Effective September 1, 2020, the Employer contribution will be contributed in equal monthly installments, prorated to the teacher's full-time equivalency (FTE).*

- 7.3.2 Effective September 1, 2016, on date of hire or before August 15 of each year, eligible teachers may choose to direct the next school year's annual amount to a Group RRSP which is identified by the Employer. If no choice is made by the teacher within the timeframe above, contributions will be made to the HSA.
- 7.3.3 Teachers hired after October 31, during the balance of that school year, shall have 1/12th of the annual contribution directed to the health spending account or RRSP for each complete month of service. The choice between the health spending account or RRSP must be made at the time of hire and the same direction shall apply for the balance of the school year.

7.3 Combined Health Spending Account/Wellness Spending Account / Registered Retirement Savings Plan (RRSP) (Effective January 1, 2021, the following repeals and replaces clause 7.3 above)

- 7.3.1 *The annual contribution to the combined Health Spending Account / Wellness Spending Account is \$725.*
- 7.3.2 Effective September 1, 2016, on date of hire or before August 15 of each year, eligible teachers may choose to direct the next school year's annual amount to a Group RRSP which is identified by the Employer. If no choice is made by the teacher within the time frame above, contributions will be made to the HSA.
 - 7.3.2.1 Effective the date of ratification of the 2018-2020 local Memorandum of Agreement (October 22, 2020), no new applicants to the Group RRSP will be permitted. Teachers on the Group RRSP as of September 1, 2020 may continue to elect to remain as participants in the Group RRSP as set out in clause 7.3.2. However, should an eligible teacher decide to participate in the combined Health Spending Account/Wellness Spending Account under clause 7.3.1, that teacher's eligibility to access the Group RRSP will cease immediately.
- 7.3.3 The Employer contribution will be contributed in equal monthly installments, prorated to the teacher's full-time equivalency (FTE).
- 7.3.4 Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.

7.4 Other Group Benefits

- 7.4.1 Payments toward benefit plans by the Employer shall permit the Employer to retain and not pass on to teachers any rebates of employment insurance premiums.
- 7.4.2 Provided it is consistent with the provisions of the *Income Tax Act*, the Employer's contributions under this Article will be applied in such a manner that the taxable benefits for each individual will be reduced to as minimal level as possible among those benefits in which the individual is enrolled and applied in the following order:
- a) Extended (Long Term) Disability
 - b) Extended Health Care
 - c) Dental Care
 - d) Vision Care
 - e) Accidental Death and Dismemberment
 - f) Life Insurance

7.5 Northern Benefits

- 7.5.1 Northern Travel Benefit: (Clause 7.5.1 shall expire when clause 7.5.2 comes into effect)
- 7.5.1.1 For those teachers who inform the Employer that they are eligible and for purposes of this *Collective Agreement*, \$2,500 of the annual salary as set out in clause 3.2.2 of this *Collective Agreement* shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by Canada Revenue Agency (CRA) and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the employer and shall be in accordance with the provisions set by CRA.
- 7.5.1.2 NOTE: The Association has provided a letter stating that the Appeals Division of Canada Customs and Revenue Agency has upheld the rights of teachers to claim the Northern Travel Benefit for 1996 and 1997. It is appropriate for the Employer to continue reporting the Northern Travel Benefit amounts on teachers T4s.
- 7.5.2 Northern Travel Benefit: (Effective January 1, 2021, or March 1, 2019, whichever is earlier)

- 7.5.2.1 For those teachers who inform the Employer that they are eligible and for purposes of this Collective Agreement, \$4,000 of the annual salary as set out in clause 3.2.2 of this Collective Agreement shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by CRA and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the employer and shall be in accordance with the provisions set by CRA.
- 7.5.2.2 NOTE: The Association has provided a letter stating that the Appeals Division of Canada Customs and Revenue Agency has upheld the rights of teachers to claim the Northern Travel Benefit for 1996 and 1997. It is appropriate for the Employer to continue reporting the Northern Travel Benefit amounts on teachers T4s.
- 7.5.2.3 For those teachers who inform the Employer that they are eligible and for purposes of this Collective Agreement, \$2,000 of the annual salary as set out in clause 3.2.2 of this Collective Agreement shall be considered to be a Northern Medical Travel Assistance Benefit paid in a designated area as defined by CRA and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the employer and shall be in accordance with the provisions set by CRA.

8. CONDITIONS OF PRACTICE

8.1 *Teacher Instructional and Assignable Time*

- 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*

- 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 workday.*

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

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

- 8.3.1.1 *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 Activities

- 8.4.1 The Parties recognize the value of extracurricular activities including the participation of teachers. However, teacher participation in extracurricular activities is voluntary.

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

- 9.1.1 *Teacher Professional Growth Plans will consider but will not be required to include the Employer's 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 minimum of one professional improvement leave will be granted by the Employer to applicant teachers who qualify according to the provisions listed below.
- 9.2.2 Professional improvement leave may be granted for the purpose of study to improve academic or professional education subject to the following conditions which shall be the only conditions governing an approved professional improvement leave. Upon completion of a professional improvement leave, a teacher shall provide satisfactory evidence to the Employer regarding attendance and completion of studies.

- 9.2.2.1 The teacher must have at least five years' service with the Employer before an application for professional improvement leave for study will be entertained.
- 9.2.2.2 The Employer shall retain the right to designate teachers for professional improvement leave with less than five years' service only in those special cases where the Employer deems it necessary to increase the educational standards of teachers for specialist purposes.
- 9.2.2.3 The professional improvement leave grant payable is the amount which is in effect at the time of signing the individual professional improvement leave contract. The teacher will receive a grant based on years of service with the Employer as per the following schedule:

Years of Service	Effective Sept. 1, 2016
Six years or less	\$33,405.00
Seven years	\$33,862.00
Eight years	\$34,312.00
Nine years	\$34,761.00
Ten years or more	\$35,209.00

No allowances shall apply to a teacher on professional improvement leave.

- 9.2.2.4 If the professional improvement leave is for a period less than a school year the teacher will receive an amount equal to the number of school operational days deducted from the teacher's salary for professional improvement leave over 200 x the schedule in 9.2.2.3. No allowances shall apply to a teacher on professional improvement leave.
- 9.2.2.5 For the purpose of professional improvement leave applied for under clause 9.2.2.4:
 - a) The application shall be made not less than 90 days prior to commencement of such leave,
 - b) The Employer shall notify the applicant of the decision within 60 days of receiving the application, and

c) The teacher obligation of service to the Employer as specified in clause 9.2.2.7 or repayment as specified in clause 9.2.2.8 shall be prorated in the same manner of granting the leave under clause 9.2.2.4.

9.2.2.6 A teacher taking professional improvement leave shall retain their position of seniority. A teacher returning from professional improvement leave shall have the choice of initial placement in their school if the same school still exists. The returning teacher shall notify the superintendent of their choice by May 1 of the year in which their leave expires.

9.2.2.7 A teacher must not resign or retire from service to the Employer until at least two years after professional improvement leave has expired.

9.2.2.8 Should a teacher by mutual consent resign or retire from the service of the Employer before the completion of two years of service following such leave, payment with interest of sabbatical leave salary shall be made to the Employer on a pro rata basis. This interest will be determined at prime bank interest rate at the time of granting the sabbatical leave, said interest to be charged from the date of termination.

9.2.2.9 Written application for professional improvement leave must be made before February 15 of the year for which leave is requested.

9.2.2.10 Employer consent will be given on or shortly before March 31, of that year.

9.2.2.11 Any teacher hired to take the place of a teacher who is on professional improvement leave shall be informed prior to their employment if their employment in that position is for one year only.

9.2.2.12 An experience increment pursuant to clause 3.4 will not be granted for salary purposes under this clause for any teacher taking professional improvement leave for that period of time the leave is being exercised.

9.2.2.13 Professional Improvement Leave grant monies not successfully applied for in any given year will be carried

forward in a Professional Development Fund to a maximum of \$53,002.00.

Professional Development Fund rules of eligibility, qualification and reimbursement:

1. Eligible teachers will hold a continuous contract with the Employer.
2. Only tuition cost for up to one fulltime accredited course per teacher per year will be approved, to a maximum of \$2,000.00 per course.
3. Applications must be submitted to the Superintendent by March 31.
4. Successful applicants will be advised by April 15.
5. Courses considered for approval must be sufficiently related to the teachers' professional practice with the Employer as determined by the Superintendent. If the Fund is oversubscribed, the Superintendent will determine eligibility based upon the needs of the Employer.
6. If after April 15 all funds have not been successfully applied for; teachers may make application for reimbursement of a second course providing the total of the two courses does not exceed \$2,000.00.
7. Application for reimbursement must be submitted with proof of successful completion of the pre-approved course no later than August 1, of the year following the pre-approval. (Extensions to this deadline may be granted by the Superintendent upon written request from the teacher).

10. SICK LEAVE / Medical Certificates and Reporting

10.1 Sick leave granted under Article 10 shall be granted for the teachers' personal medical or dental treatment, accident, disability or sickness.

10.2 During the first year of employment, the statutory sick leave of twenty (20) days shall apply.

10.2.1 If the teacher is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or

sickness for a period or periods exceeding the statutory sick leave entitlement, they shall be paid their salary to the extent of the accumulated sick leave which shall then be reduced accordingly.

10.3 *At the beginning of the second year of continuous employment with the Employer, and provided continuity of employment is not broken, a teacher shall be granted ninety (90) calendar days of sick leave credits. All accumulated but unused sick leave shall be cancelled.*

10.3.1 *After the beginning of the second full school year of continuous employment, a teacher who has been absent on sick leave and returns to regular duties shall have the ninety (90) calendar day sick leave entitlement reinstated. However, in instances where the teacher has been continuously absent for a period of thirty (30) or more calendar days, reinstatement of the sick leave entitlement shall be made contingent upon the teacher providing a medical certificate, signed by a medical doctor prior to the date of return, verifying that the teacher is able to return to work on a continuing basis. In addition, the ninety (90) calendar days shall not be reinstated until the teacher has been actively at work for twenty consecutive teaching days unless the absence is a result of a new medical condition supported by a certificate signed by a medical practitioner.*

10.4 *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of more than three consecutive teaching days may be required to present a medical certificate signed by a medical doctor.*

10.5 *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall be required to present a signed statement giving the reasons for such absence.*

10.6 *The Employer shall be entitled at any time to require a medical examination by a doctor selected and paid for by the Employer.*

10.7 *In cases of prolonged illness the Employer shall provide its share of the insurance premiums under article 7 for a minimum of two years or the number of years the teacher has been employed by the Employer to a maximum of ten years prior to the teacher accessing Extended Disability Benefits.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

11.1.1 Maternity Leave

- 11.1.1.1 *Maternity leave shall be for a maximum period of 15 weeks.*
- 11.1.1.2 *The Employer will, to the maximum allowed, implement a Supplementary Unemployment Benefits (S.U.B.) plan which each teacher shall access for pay during the health-related portion of her maternity leave.*
- 11.1.1.3 *The S.U.B. benefit shall replace sick leave and the teacher shall have no access to sick leave benefits while on maternity leave.*
- 11.1.1.4 *The Employer shall pay its portion of each teacher's benefit plan premiums during the health-related portion of her maternity leave.*
- 11.1.1.5 *The remainder of the maternity leave not covered by the health-related portion shall be without pay and benefits. S.U.B. shall be payable for a maximum of 17 weeks or for the period covered by accumulated sick leave, whichever is less. S.U.B. shall not be payable with respect to any period during which the teacher would not have taught but for being on maternity leave.*
- 11.1.1.6 *The Employer shall advise each teacher to apply for Extended Disability (L.T.D.) benefit at least 30 days in advance of her expected eligibility for such benefit. After 90 consecutive calendar days of disability the teacher shall apply for Extended Disability (L.T.D.) benefits and no further salary, or S.U.B. shall be payable.*
- 11.1.1.7 *Each teacher shall endeavor to notify the Employer of her leave requirements three months in advance; however, she shall give the Employer at least two weeks' notice of the day on which she intends to commence maternity leave. Prior to the leave commencing, each teacher shall endeavor to provide the Employer with the date she plans on returning to work, however, she shall give the Employer at least two weeks' notice of the day on which she intends to return to work. Any such notice shall be in writing.*
- 11.1.1.8 *For the 15 week period, teachers returning from maternity leave shall be returned to the position held at the commencement of the leave. The phrase "returned to the position held at the commencement of the leave"*

does not imply that a teacher on leave has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.

11.1.2 Parenting Leave

- 11.1.2.1 *In addition to the maternity leave, the teacher shall be eligible for a further leave without pay and benefits for up to 37 weeks provided such is continuous and complete within 12 months of the date the teacher first went on maternity leave. During this 37 week period, each teacher shall be eligible to maintain their benefit insurance coverage provided they pay 100% of the premium. The terms of this leave shall be arranged between each teacher and the Employer.*
- 11.1.2.2 *The parenting leave shall be without pay, employer contributions to the benefits premiums, sick leave benefits, and will not be counted for granting of increments.*
- 11.1.2.3 *A teacher returning from such leave shall be entitled to a teaching position with the Employer.*

11.1.3 Adoption Leave

- 11.1.3.1 *Teachers shall be eligible for adoption leave under the following conditions provided that if both mother and father are employed by the Employer, only one shall be entitled to leave under these provisions in any one school year.*
- 11.1.3.2 *A teacher shall be eligible for an adoption leave of up to 12 months.*
- 11.1.3.3 *The teacher shall provide notification of the leave requirements to the Superintendent six (6) weeks before the first day of the leave.*
- 11.1.3.4 *Adoption leave is without pay, employer contributions to benefit premiums, sick leave benefits, and will not be counted for the granting of increments.*
- 11.1.3.5 *The teacher returning from leave shall be entitled to a teaching position with the Employer.*

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

- 11.2.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the 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 repeal and replace clauses 11.1 and 11.2 above.

11.1 Maternity Leave

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

- 11.1.3 *A teacher shall, when possible, give the 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

11.3.1A 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.

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

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

11.3.4A 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.

11.3.5A 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 a parental leave.

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

11.4.3 Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on parental leave, for the remainder of

the parental leave, up to eighteen (18) months, provided the teacher repays the Employer portion of the benefit premiums.

11.4.4 A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 A leave of absence, shall be granted by the Superintendent, having due regard to all circumstances and interests of a school and/or the school system for up to four days per school year. The first of these days shall be at full salary and the remaining three days at full salary less the cost of a substitute for each day.

12.2 Contracts of less than the full school year, leave entitlement shall be based on the pro-rata portion of full time employment in the school year.

12.2.1 One (1) day of Personal Leave at no cost, per school year. If unused, this day may be carried forward to the maximum of two (2) days in any school year.

12.2.2 Three (3) days of Personal Leave per school year at the cost of a substitute teacher per day. No carry forward of these days.

13. ASSOCIATION LEAVE AND SECONDMENT

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

13.2 Upon written request to the superintendent or designate, the Employer may consider additional Association Leave. The written request shall be provided

with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Employer. The Association will reimburse the Employer as per clause 13.1. Such leaves will not be unreasonably denied.

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

13.3.1 A general leave of absence shall be granted to the officers of Local 6. The maximum number of days granted to the Local shall not exceed forty (40) days per school year. The cost of the substitute teachers to be paid by the Local.

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

14. OTHER LEAVES

14.1 Critical Illness, Death and Funeral Leave

14.1.1 A teacher shall be entitled to leaves under this clause in accordance with their full time equivalent assignment. A teacher is entitled to a leave of absence with pay and such leave is deemed to be an authorized absence approved by the Employer pursuant to the Education Act, where such teacher is absent for:

14.1.2 Not more than six days due to critical illness or death of a spouse, child, parent or parent-in-law plus any required traveling time not exceeding two days.

14.1.3 Not more than two days due to death and one day due to critical illness of a grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, plus any required traveling time not exceeding two days.

14.1.4 Not more than one day to attend the funeral of an aunt, uncle, niece, or nephew, plus any required traveling time not exceeding two days.

14.1.5 *Not more than one (1) day to attend the funeral of a friend at the cost of a substitute teacher.*

14.1.6 *Critical illness shall be interpreted as a person in critical condition supported by medical documentation.*

14.2 Family Medical Leave

14.2.1 *A teacher shall be entitled to leaves under this clause in accordance with their full time equivalent assignment. A teacher is entitled to a leave of absence with pay and such leave is deemed to be an authorized absence approved by the Employer pursuant to the Education Act, where such teacher is absent for:*

14.2.2 *Not more than five days in a school year for attending to the medical needs of a spouse, child or member of the teacher's household where such needs are urgent and require the services of a practitioner. The first of these days is with full pay. The second and subsequent days shall be with full pay less the cost of a substitute teacher. (Clause 14.2.2 shall expire when clause 14.2.3 comes into effect).*

14.2.3 *Effective January 1, 2021, or March 1, 2019, whichever is earlier, not more than five days in a school year for attending to the medical needs of a spouse, child or member of the teacher's household where such needs are urgent and require the services of a practitioner. The first two days are with full pay. The third and subsequent days shall be with full pay less the cost of a substitute teacher.*

14.3 Jury Duty: Leave of absence without loss of salary shall be granted:

14.3.1 For jury duty or any summons thereto:

14.3.2 To answer a subpoena to attend as a witness in a court of law in the Province of Alberta or in the Province of British Columbia if the teacher lives in British Columbia and teaches in Alberta, provided the teacher is not charged with any offense.

14.3.3 To answer a subpoena to attend as a witness in a court of law in Canada, provided the teacher is not charged with any offence.

14.3.4 The teacher shall remit any witness fee or jury stipend set by the court.

14.4 Inclement Weather:

14.4.1 Not more than three (3) days per school year at the cost of a substitute teacher. Leave of absence shall be granted where a teacher is absent because, despite reasonable effort, the teacher is unable to travel to their school from their usual place of residence because of:

- a) inclement weather
- b) impassable road condition
- c) the failure of transportation facilities other than the teacher's own.

14.4.2 If the teacher is unable to travel to their school but is able to attend at another PWSD School or Central Office, there will be no deduction of the cost of a substitute teacher.

14.5 Parental Leave

14.5.1 Not more than two (2) days with pay in a school year for attending the birth of his child.

14.5.2 Not more than two (2) days with pay in a school year for the adoption of a child.

15. CENTRAL GRIEVANCE PROCEDURE

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

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

15.2 *“Central item” means any item which is in italics in this collective agreement.*

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

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

- 15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*
- 15.12 (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*
- 15.14 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected School Division rectify any failure to comply with the collective agreement.*
 - b) *An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
 - c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.15 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
 - b) *Any affected School Division.*
 - c) *Teachers covered by the collective agreement who are affected by the award.*

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

15. CENTRAL GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

- 15.8 *Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
 - b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.9 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
 - b) *The central item or items relevant to the difference,*
 - c) *The central item or items and the non-central item or items, where the difference involves both, and*
 - d) *The remedy requested.*
- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the Employer portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division affected by the difference is attending a central grievance hearing.*
- 15.12 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected school division, and any affected teacher or teachers.*
- 15.13 (a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- (b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*

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

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

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

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

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

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

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

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

a) TEBA and the Association.

b) Any affected school division.

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

- 16.1 A “grievance” is defined as any difference between a teacher or teachers covered by this Collective Agreement and the Employer concerning the interpretation, application, operation or alleged violation of this Collective Agreement and shall be dealt with in the following manner without the cessation of duties or the refusal to perform duties by any teacher.
- 16.2 Within 20 days from the date of the incident prompting the grievance, the teacher shall submit in writing to the Director of Human Resources and Labour Relations the precise nature of the alleged grievance, the name of the teacher concerned, the clause of the Collective Agreement from which the alleged grievance arises and the relief requested.
- 16.3 Where a grievance has been filed in accordance with 16.2, the Director of Human Resources and Labour Relations shall within 20 days after receipt of the alleged grievance meet with the aggrieved teacher to endeavor to resolve the grievance. The Director of Human Resources and Labour Relations shall furnish a written decision to the aggrieved teacher within five days of their meeting. At the aggrieved teacher’s request, a member of the Northern Spirit Local No. 6 may be present.
- 16.4 If the decision of Director of Human Resources and Labour Relations does not result in a settlement, the aggrieved teacher shall submit the grievance in writing to the Grievance Committee within 15 days of receipt of the Director of Human Resources and Labour Relations decision. The request for a Grievance Committee meeting shall be submitted to the Director of Human Resources and Labour Relations who shall in turn notify the respective representatives of the request.
- 16.5 The Grievance Committee shall be composed of two representatives of the Employer and two teachers of the Local. A quorum of this committee shall consist of all members.
- 16.6 When the Grievance Committee receives written notice of the submission of a grievance, in accordance with 16.4, it shall be required to give its decision within 21 days following the receipt of such notice.
- 16.7 If the Grievance Committee reaches a unanimous decision as to the disposition of the grievance the decision shall be final and binding on both Parties.
- 16.8 If the Grievance Committee does not reach a unanimous decision or any decision, either Party may by written notice served on the other Party within

15 days after the date on which the Grievance Committee voted on the disposition of the grievance, its desire to submit the grievance to Arbitration and such notice shall contain the name of the party's nominee.

- 16.9 The Party to whom notice is given under 16.8 shall within fifteen (15) days after receipt of such notice appoint their nominee and notify the other Party of their nominee.
- 16.10 The two nominees appointed in accordance with 16.8 and 16.9 shall appoint an Arbitration Chairperson agreeable to both Parties and these three appointees shall constitute the Arbitration Board.
- 16.11 The decision of a majority of the members of the Arbitration Board shall be the decision of the Arbitration Board and if there is no majority, the decision of the Arbitration Chairperson shall govern.
- 16.12 The Arbitration Board shall have no power to add to, subtract from or modify any terms of the Collective Agreement, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this Collective Agreement or to enter any new provisions into this Collective Agreement.
- 16.13 Each Party to the grievance shall bear the expense of its respective nominee and the two Parties shall bear in equal proportions the expense of the Arbitration Chairperson.
- 16.14 The time limits set out herein for the processing of a grievance shall be adhered to except in the case of mutual agreement in writing to alter the time limits. Failure of a teacher or the Employer to act within the time limits prescribed herein shall mean the grievance is forfeited or processed to the next step, as the case may be.
- 16.15 For the purpose of article 16, "days" shall mean consecutive days exclusive of Saturdays, Sundays, holidays, and vacations recognized by the Employer.

17. EMPLOYMENT

17.1 Information and Files

- 17.1.1 Upon request a teacher shall have access to their personnel file provided an individual identified as occupying an excluded position as identified in clause 1.2 is present. Upon request, the teacher shall be entitled to a copy of any document(s) in the file provided they pay the Employer for the cost of reproducing the document(s).

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 *Judgment 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 of 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 the cost of absence, the teacher shall, as of the date of settlement or judgement, 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 judgement or settlement, 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 clause 17.2.
- 17.2.6 In exercising any of its rights under clause 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 _____, 2020
On Behalf of the Association

Associate Coordinator, Teacher Welfare

Signed on _____, 2020
On Behalf of the Employer

Kari Scheers, Board Chair

Bob Knull, Trustee

Kim Moodie, Trustee

Sharon Anderson, Trustee

Signed on _____, 2020

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

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

- c) *The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.*
- d) *Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.*
- e) *The arbitrator will first endeavour to assist the parties in mediating a resolution.*
- f) *If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.*

- g) As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.*
- h) The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*
- i) The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process. If an oral decision is rendered, it will follow with a written summary including the decision and rationale.*
- j) All decisions of the arbitrator are final and binding.*
- k) The arbitrator retains jurisdiction with respect to any issues arising from their decision.*
- l) For the purposes of this process, the timelines shall reflect calendar days, excluding Saturdays and Sundays or General Holidays. Notwithstanding, the parties may extend timelines by mutual agreement and such request to extend timelines shall not be unreasonably denied. The arbitrator has the authority to extend timelines in consultation with the parties.*
- m) The parties shall bear the costs of their participation in this process. The parties shall equally share the costs of the fees and expenses of the arbitrator.*

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

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

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

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6 – Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

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

Letter of Understanding #9 – Senior Administration Review, The Nature of Teaching on a Hutterite Colony (Effective September 1, 2020)

1. A meeting will be held by Senior Administration with the staff of the nine (9) School Division Hutterite Colonies to discuss the nature of their teaching/working environments.
2. The information gathered will be compiled into a report by Senior Administration.
3. The final report, once completed, will be shared with the staff of the Hutterite Colonies, the Northern Spirit Local 6 Teacher Welfare Chair, and the Board of Trustees.
4. This Letter of Understanding shall expire on June 30, 2021.

Letter of Understanding #10 – New Teacher Orientation (Effective September 1, 2021)

Should the Employer decide to provide a New Teacher Orientation in a school year, the Employer will include the New Teacher Orientation within the school calendar.