

**COLLECTIVE AGREEMENT  
(TEACHERS)**

**BETWEEN**

**THE MEDICINE HAT PUBLIC BOARD OF EDUCATION**  
Operating As The



**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

<i>Black Italic font</i>	- Central Matter
Blue non-Italic	- Local Matter

# INDEX

Article	Description	Page No.
1	Application/Scope	1-3
2	Term and Bargaining Process	3-6
3	Salary	
3.1	Salary Pay Date/Schedule	6
3.2	Salary Grid	7
3.3	Education	7-9
3.4	Experience	9-12
3.5	Special Considerations (CTS)	12-13
3.6	Other Rates of Pay (Summer School and District Orientation)	13
3.7	Other Allowances (ERIP)	13-14
4	Administrator Allowances and Conditions of Practice:	
4.1	Creation of New Designation/Positions	14
4.2	Administration Allowances	14-17
4.3	Teachers with Principal Designations	17-18
5	Substitute Teachers	18-19
6	Part Time Teachers	19
7	Group Benefits	20-21
8	Conditions of Practice	21-23
9	Professional Development	23-24
10	Sick Leave	24-25
11	Maternity, Adoption and Parental Leave	25-30
12	Private Business/General/Personal Leaves of Absence	30-31
13	Association Leave and Secondment	31
14	Other Leaves	31-34
15	Central Grievance Procedure	34-39
16	Local Grievance Procedure	40-41
-	Signatures	42

**Letters of Understanding – Central:**

*#1 Association and TEBA Joint Committee to Assist Transition, #2 Trial Expedited Arbitration, #3 Teachers with Designations: Allowances and Titles, #4 Distributed Education, #5 Wellness Spending Account, #6 Salary Adjustments, #7 Vacation and General Holiday Pay Claims and #8 Right to Disconnect* 43-52

**Letters of Understanding – Local:**

None

## 1. APPLICATION/SCOPE

*This collective agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2020 between The Medicine Hat Board of Education operating as The Medicine Hat Public School Division (“School Division”) and the Alberta Teachers’ Association (“Association”).*

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

*Effective September 10, 2020, the whereas statement above is repealed and replaced by the following whereas statement:*

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

1.1 *Effective until September 10, 2020, this collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the School Division excepting those positions agreed to be excluded in local bargaining between the School Division and the Association.*

*Effective September 10, 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 teacher certificate as a condition of employment with the School Division, including teachers with principal designations, and excepting those positions agreed to be excluded in local bargaining between a School Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*

1.2 *During the currency thereof, this Agreement shall be applicable to all teachers employed by the School Division, excluding thereout:*

- 1.2.1 *The Superintendent*
- 1.2.2 *The Deputy Superintendent*
- 1.2.3 *All Associate Superintendents*
- 1.2.4 *All Assistant Superintendents*
- 1.2.5 *Directors*

- 1.3 *Effective September 10, 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 School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
- 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
- 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective September 10, 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 School Divisions and to bind the School Divisions in any agreement with respect to central terms.*
- 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
- 1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.*
- 1.6 *The School Division retains 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 September 10, 2020, all provisions of this collective agreement shall be read to be gender neutral.*
- 1.11 Structural Provisions
- 1.11.1 *Coordinating Committee - The parties hereto recognize that there is in existence at the present time a Coordinating Committee for the purpose of communicating the views of teachers on matters of school affairs to the Board of Trustees. It is the intention of the parties hereto that the current practices in this regard shall continue during the currency of this Agreement.*

## **2. TERM AND BARGAINING PROCESS:**

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

### **2.2 List Bargaining**

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

### **2.3 Central Matters Bargaining**

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

## **2.4 Local Bargaining**

- 2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Division or the Association must be served after, but not more than 60 days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*
- 2.4.2 *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

## **2.5 Bridging**

- 2.5.1 *Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until*
- (1) a new collective agreement is concluded, or*
  - (2) a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*
- 2.5.2 *If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.*

## **2.6 Meet and Exchange**

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

## **2.7 Opening with Mutual Agreement**

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

## **2.8 Provision of Information (effective until September 10, 2020)**

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division shall provide to the Association at least once each year no later than October 31, a list of its teachers who are members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.*
- 2.8.2 *Each School Division shall provide the following information to the Association and to TEBA annually:*
- (1) Teacher distribution by salary grid category and step as of September 30;*
  - (2) Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
  - (3) Most recent School Division financial statement;*
  - (4) Total benefit premium cost;*
  - (5) Total substitute teacher cost; and*
  - (6) Total allowances cost.*

## **2.8 Provision of Information (effective September 10, 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 each School Division, the School Division shall provide to the Association at least once each year no later than October 31 and March 31, a list of its teachers who are members of the Association including the name, certificate number, home address, personal phone number, contract type and the name of their school or other*

*location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

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

- (1) Teacher distribution by salary grid category and step as of September 30;*
- (2) Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
- (3) Most recent School Division financial statement;*
- (4) Total benefit premium cost;*
- (5) Total substitute teacher cost; and*
- (6) Total allowances cost.*

### **3. SALARY**

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

- 3.1.1 The School Division shall pay all of the teachers in its employ the salaries and allowances as herein set forth and computed.
- 3.1.2 The amount of teacher education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Division.
- 3.1.3 Pay Dates – The School Division shall pay each teacher one-twelfth ( $\frac{1}{12}$ ) of the teacher's annual salary on or before the last banking day of each calendar month, except for December which shall be the last teaching day.
- 3.1.4 Any days in the last week of August forming part of the new school year shall be deemed to be days taught in September and be subject to all terms of the Collective Agreement in force in the month of September of the new school year.



### 3.2 Salary Grid

Salaries shall be paid in accordance with the rates specified below:

Effective - September 1, 2018

0.0%

Years of Teaching Experience	Years of Teacher Education					
	Four		Five		Six	
	Annual Salary	Step Increase	Annual Salary	Step Increase	Annual Salary	Step Increase
0	60,573		64,365		67,875	
1	63,892	3,319	67,684	3,319	71,194	3,319
2	67,211	3,319	71,003	3,319	74,513	3,319
3	70,530	3,319	74,322	3,319	77,832	3,319
4	73,849	3,319	77,641	3,319	81,151	3,319
5	77,873	4,024	81,665	4,024	85,175	4,024
6	81,897	4,024	85,689	4,024	89,199	4,024
7	85,921	4,024	89,713	4,024	93,223	4,024
8	89,945	4,024	93,737	4,024	97,247	4,024
9	93,969	4,024	97,761	4,024	101,271	4,024

### 3.3 Education (effective until August 31, 2019)

#### 3.3.1 Evaluation of Teacher Education

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

#### 3.3.2 Adjustment Date

The adjustment date for change in the allowance for teacher education shall be September 1<sup>st</sup> and February 1<sup>st</sup> of each year.

#### 3.3.3 Process and Retroactivity of Adjustments

Each teacher claiming additional teacher education and each teacher commencing employment with the School Division shall supply to the School Division, within forty-five (45) days from

*commencement of the school year, or from the date of commencement of duties, a statement of qualifications to be issued by the Teachers' Qualifications Service of the Association. Until the teacher submits the said statement of qualifications, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for their teaching certificate. If proof of application for a statement of qualifications is supplied within forty-five (45) days, the teacher education shall be paid retroactively to the commencement of employment. If proof of said application is not supplied within forty-five (45) days, salary shall be adjusted effective the beginning of the month following the submission of a statement of qualifications.*

**3.3.4** *Limitation re Adjustments*

*No payment for salary adjustments will be considered beyond the terms of the Collective Agreement within which the claim is initiated.*

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

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

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

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

*(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.*

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

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

(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.*

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

### **3.4 Experience** (effective until August 31, 2019)

3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*

(1) *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*

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

3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year. The adjustment date for change in experience increment for teaching experience shall be September 1<sup>st</sup> of each school year.*

3.4.3 *Previously unrecognized experience gained in one school year with the School Division may be carried over for calculation of experience increments in the following school year with the School Division.*

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

3.4.5 *For purposes of this section before an allowance is paid for experience prior to engagement, the teacher shall be required to submit a certified statement from previous employers to the effect that such experience was in a school under the jurisdiction of a Public or Separate School Board. Notwithstanding the above, the Superintendent of Schools has the discretion of recognizing other teaching experience which required a teaching certificate if circumstances warrant. Until such evidence is*

*submitted, or if it is not submitted within ninety (90) calendar days after commencement of employment, the School Division may evaluate the teaching experience. Any experience recognized by the School Division before the signing of this agreement shall continue to be recognized by the School Division hereafter.*

*3.4.6 A year of teaching experience shall be any one school year during which a teacher, including a substitute teacher, has taught for not less than 120 school days. A teacher, including a substitute teacher, who teaches less than 120 days in a school year, may accumulate an experience increment by combining any two consecutive years of service with the School Division, providing that a minimum of forty (40) days service per year and not less than 120 days' service over the two-year period be rendered.*

**3.4 Teaching 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 Division, and working in a position that requires a teaching certificate as a condition of employment; and*
- b) Not gain experience during vacation periods and leaves of absence without salary.*

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

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

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

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

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

## *Prior Experience*

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

- (1) Until proof of experience is submitted to the Superintendent or designate, all teachers new to the School Division shall be deemed to have zero years of experience on the salary grid.*
- (2) 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.*
- (3) If proof or evident of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

3.4.7 *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof per clause 3.4.8.*

3.4.8 *A teacher requesting that the School Division recognize experience earned with a previous employer shall provide to the School Division written confirmation from the previous School Division certifying:*

- (1) 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 Division;*
- (2) The position held while earning the experience was one that required a valid teaching certificate; and*
- (3) The written confirmation is signed by an authorized officer of the previous School Division.*

3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall 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 – Specialist Training and Experience for C.T.S.**

3.5.1 *Definitions: Specialist training shall mean training required to teach a specified C.T.S. course, but is not part of the education or training which has been given credit by a university toward a university program. Experience for specialist training shall mean any trade experience gained after the person has obtained the formal training as outlined in Article 3.5.4(2) and 3.5.4(3) below.*

3.5.2 *Application: The provisions of Article 3.5 shall apply only to teachers of specified C.T.S. courses where a demonstrated staffing shortage exists.*

3.5.3 *The initial placement allowance shall remain constant throughout the period of employment.*

3.5.4 *Training: The professional training of teachers of specified C.T.S. courses shall be evaluated as follows:*

(1) *Teacher education according to Section 3.3.1 of this Agreement.*

*AND*

(2) *A certificate of proficiency in a designated trade (Journeyman's Certificate) recognized by the Alberta Apprenticeship Board.*

*OR*

(3) *Successful completion of a two-year course at a school of technology shall be regarded as equivalent to one year of teacher education for salary purposes.*

(4) *Technical training not covered by the preceding Sections 3.5.4(1) and 3.5.4(2) may be evaluated by a committee consisting of a representative of the School Division, a representative of the Association, and the Superintendent of Schools. Any decision of this committee must be unanimous. The evaluation cannot exceed one year of teacher education beyond the university training evaluated under Section 3.3.1.*

#### **ALLOWANCE FOR VOCATIONAL EXPERIENCE**

(5) *Upon engagement, an initial experience allowance may be granted. The amount of the allowance shall be determined by a committee consisting of one representative of the School*

*Division, the Superintendent of Schools, and two representatives of the Association. The amount of the allowance must be agreed upon by the unanimous agreement of the committee members.*

- (6) *The total salary shall not exceed the maximum provided in the respective category of teacher training and shall not exceed that of a teacher on staff with equivalent training and experience.*

### **3.6 Other Rates of Pay**

- 3.6.1 **Summer School** – Notwithstanding Clause 3.2 above, teachers who provide instruction at Summer School shall be paid \$59.50 per instructional hour.
- 3.6.2 **District Orientation** – New teachers attending district orientation sessions outside of the school district calendar will be reimbursed at 1/400<sup>th</sup> of their salary for each half (½) day attended.

### **3.7 Other Allowances**

#### **3.7.1 Early Retirement Incentive Plan (ERIP)**

- (1) The School Division will pay a retirement incentive to all eligible Teachers.
- (2) Eligible Teachers shall be all teachers who have been under contract to the School Division for a minimum of ten (10) consecutive years inclusive of the year of retirement and who meet the following conditions:
- a) Teachers who are 55 years of age by June 30<sup>th</sup>.
  - b) Teachers who are older than 55 years of age but will achieve a Teacher Retirement Fund Index of 85 by June 30<sup>th</sup>.
  - c) Teachers who are older than 55 years of age, but have not achieved a Teacher Retirement Fund (A.T.R.F.) Index of 85 by June 30<sup>th</sup>.
  - d) A teacher must be in receipt of an A.T.R.F. Pension on the date of payment.
  - e) A teacher must retire on June 30<sup>th</sup> of the year in which the ERIP is granted.
  - f) Eligible teachers must apply to the Secretary Treasurer no later than March 31<sup>st</sup> of the year in which they intend to retire.

- g) In any case, no other teacher shall be eligible.
- (3) Notwithstanding Clause 3.7.1(2), the Board of Trustees may, at its sole discretion, grant a Retirement Incentive to other teachers.
- (4) The amount of the incentive shall be calculated as follows:
 
$$\$25,000 \times \frac{\text{Years of Pensionable Service of Last 10 Years}}{10}$$
- (5) The date of payment of the incentive shall be August 31st, following retirement or other time mutually agreeable to the teacher and the Secretary Treasurer.

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

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

When the School Division creates any new designations/positions not specified in this Agreement to which a teacher will be assigned, the allowance, if any, for the new designation/position shall be negotiated.

##### 4.2 Administration Allowances

###### 4.2.1 Principal Allowances

- (1) **Categories** - For the purposes of this article schools shall be grouped into categories based on the number full time equivalent (FTE) certificated teachers working in the respective school.
- (2) **Teacher Counts** - Counts will be based on teachers as at September 30<sup>th</sup> of each school year.
- (3) **Category groupings** - the groupings shall be as follows:

	<u>Teacher (FTE)</u>
Category A	1 to 14.99
Category B	15 to 19.99
Category C	20 to 24.99
Category D	25 to 29.99
Category E	30 to 34.99
Category F	35 to 39.99
Category G	40 to 44.99
Category H	45 to 54.99
Category I	55 or more



(4) **Principal Allowance rates** - the annual rates shall be as follows:

Category A	\$ 20,000
Category B	\$ 24,000
Category C	\$ 26,000
Category D	\$ 28,000
Category E	\$ 29,500
Category F	\$ 31,000
Category G	\$ 32,500
Category H	\$ 36,500
Category I	\$ 41,000

(5) **Principal of Alternate Programs** – due to the unique nature of this position for purposes of Article 4.2.1(4) – the principal of Alternate Programs shall be considered to be included in Category B.

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

#### 4.2.2 **First Vice Principals**

First or only Vice Principals shall be paid an administrative allowance equal to sixty percent (60%) of their respective school's principal allowance.

#### 4.2.3 **Second and Third Vice Principals**

Second and Third Vice Principals shall be paid an administrative allowance equal to fifty percent (50%) of their respective school's principal allowance.

#### 4.2.4 **Department Heads**

Department Heads shall be paid an administrative allowance equivalent to one-half ( $\frac{1}{2}$ ) of the Coordinators' allowance. Accordingly, the Department Heads' allowance shall be \$7,000 annually.

#### 4.2.5 **Team Leaders, Project Leaders and Curriculum Leaders**

Team leaders, project leaders and curriculum leaders shall be paid an allowance equivalent to one-half ( $\frac{1}{2}$ ) of a Department Heads Allowance. Accordingly, the allowance shall be \$3,500 annually.

#### 4.2.6 **Coordinators**

*Coordinators shall be paid an administrative allowance of \$14,000 annually.*

#### 4.2.7 **Consultants**

*Consultants shall be paid an allowance equivalent to sixty percent (60%) of a Directors' allowance. Accordingly, the Consultants' allowance shall be \$9,600 annually.*

#### 4.2.8 **Red-Circling**

- (1) Application – This article applies to all Principal and Vice-Principal positions.
- (2) If the Employer
  - a) directs an Administrator to an alternative assignment which has a lower administrative allowance, or
  - b) reconfigures the grade structure of a school resulting in a reduction of students,
  - c) changes the attendance area of a school resulting in a reduction of students,then the employee's administrative allowance, that they were receiving immediately prior to the School Division decision, shall be red-circled.
- (3) Red circled shall mean that they will continue to receive the same administrative allowance that they were receiving at the time of transfer/change for a specified red-circle period of time.
- (4) During the Red-Circle Period the teacher will not be eligible for any increase in their administrative allowance until their new administrative allowance exceeds their red-circled allowance.
- (5) The red-circled period shall be determined as the lessor of the following:
  - a) three (3) years, or
  - b) a term equivalent to the period that the teacher served in the role that they were removed from, if applicable or
  - c) a term equivalent to the period that the teacher held the administrative position in the school that was reconfigured or whose attendance boundaries were changed.

- (6) An employee will not be red circled in the following situations:
- a) the employee initiates/requests a transfer,
  - b) the employee applies for an alternate position and is successful, or
  - c) there is a reduction in staff FTE due to reason's other than those identified 4.2.9(2) above, such as natural enrolment variations,  
  
resulting in a reduction in the employee's administrative allowance.

### **4.3 Teachers with Principal Designations** (Effective until September 10, 2020)

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

**4.3 *Teachers with Principal Designations*** (Effective September 10, 2020, the following repeals and replaces clause 4.3 above)

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

4.3.2. *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 May 1, 2019, substitute teachers' daily rates of pay will be \$200.47 plus six percent (6%) vacation pay of \$12.03 for a total of \$212.50.*

5.1.2 *Substitutes shall be paid, inclusive of holiday pay \$106.25 per half day, A "half-day" shall mean the operational time from the commencement of instruction until the lunch break, or from the commencement of instruction after the lunch break until the cessation of instruction in the afternoon.*

5.1.3 *Effective May 1, 2019 substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the four (4) weeks immediately preceding the general holiday.*

**5.2 *Commencement of Grid Rate***

5.2.1 *In the case of a substitute being employed more than five (5) consecutive instructional days in the same classroom, commencing on the sixth day and each day thereafter, the rate of pay shall be in accordance with training and experience as set forth in Article 3.2.*

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

### **5.3 Other Substitute Teacher Conditions**

5.3.1 *Substitute Teacher means a teacher employed on a day-to-day basis.*

## **6. PART TIME TEACHERS**

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

**6.1 FTE Definition:** *Effective September 1, 2019, this definition repeals and replaces 6.1 above: part-time teacher FTE will be determined by the ratio of the teacher's actual annual 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 Alteration of Part Time Assignments:**

- (1) *A part time teacher's FTE will not be varied by more than .2 FTE from the prior year's assignment without the mutual agreement of both the teacher and the School Division.*
- (2) *Notwithstanding the above, clause 6.2(1) does not apply in situations of layoff or termination.*

## **7. GROUP BENEFITS**

### **7.1 Group Health Benefit Plans**

#### **7.1.1 Alberta School Employee Benefit Plan (ASEBP) – Life Insurance and Extended Disability**

*All teachers under contract, excluding those receiving disability benefits under the ASEBP, shall be covered under the provisions of Plan 2 with the School Division paying one hundred percent (100%) of the premium.*

#### **7.1.2 ASEBP – Extended Health Care**

*The School Division's contribution to the ASEBP - Extended Health Care - Plan I covering teachers under contract employed by the School Division, excluding those receiving disability benefits under the Alberta School Employee Benefit Plan, shall be at the rate of one hundred percent (100%) of the total premium.*

#### **7.1.3 ASEBP – Dental Care**

*Teachers under contract employed by the School Division, excluding those receiving disability benefits under the Alberta School Employee Benefit Plan, shall be covered under the provisions of Plan 3 of the ASEBP – Dental Care Plan, with the School Division paying eighty-five percent (85%) of the total premium subject to the following conditions. Effective September 1, 2019 the School Division shall pay 100% of the premium.*

- (1) The teachers employed by the School Division on or before January 1st, 1981, may choose not to be covered by the plan.*
- (2) Teachers commencing employment with the School Division after January 1st of that year shall be covered by the plan. Where there is a duplication of benefit because the spouse of a teacher has the benefit plan or a similar plan, the teacher may be exempted from the condition of employment.*
- (3) Any teacher, who decides to join the plan after initially opting out of the plan, shall be covered under the Plan subject only to the conditions provided under the terms of the plan.*

#### **7.1.4 ASEBP – Vision Care**

*Effective September 1, 2019, all teachers under contract, excluding those receiving disability benefits under the ASEBP, shall be covered under the provisions of Vision Care Plan 3 with the employer paying one hundred percent (100%) of the premium.*

## **7.2 Health Spending Account**

*The School Division will establish for each teacher, other than a substitute teacher, a Health Spending Account, which adheres to Revenue Canada Requirements. The School Division will contribute an amount equal to 2.0% of salary and allowances.*

## **7.3 Probationary to Continuous Teachers**

*Teachers moving from a Probationary Contract to either another Probationary or a Continuous Contract shall receive the group benefits identified under articles 7.1 (Group Health Benefit Plans) and 7.2 (Health Spending Account).*

## **7.4 Other Group Benefits**

### **7.4.1 Employment Insurance (EI) Rebates**

*In consideration of the improvements to the ASEBP - Extended Health Care and the Alberta Health Care Insurance, the employees covered by this contract waive any claims on rebates under the provisions of the *Employment Insurance Act*.*

## **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 1,200 hours per school year commencing the 2017-18 school year.*

### **8.2 Assignable Time Definition**

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

*(1) operational days (including teachers' convention)*

*(2) instruction*

*(3) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*

*(4) parent teacher interviews and meetings*

- (5) *School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
- (6) *staff meetings*
- (7) *time assigned before and at the end of the school day*
- (8) *other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*

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

8.2.3 *Time spent traveling to and from professional development opportunities identified in 8.2.1(5) will not be considered in the calculation of a teacher's assignable time if:*

- (1) *the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*
- (2) *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.*
- (3) *the time is spent traveling to and from the teacher's annual convention.*

### **8.3 Duty Free Lunch (Rest Periods)**

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

8.3.1 *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 School Division.*



- 8.3.2 *When reasonable, this break shall occur in the middle of the assignment.*
- 8.3.3 *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

## **9. PROFESSIONAL DEVELOPMENT**

### **9.1 Teacher Professional Growth Plan**

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

### **9.2 Professional Development Funds**

- 9.2.1 *The School Division will establish a Professional Development Account for each teacher under contract as of September 30<sup>th</sup>.*
- 9.2.2 *The School Division will contribute to said account \$1300 for each principal or coordinator, \$1050 for each vice principal or consultant, and \$600 for each full-time teacher. Part-time teachers shall have an allocation of \$600.00 prorated to their proportion of time under contract.*
- 9.2.3 *Teachers other than principals, vice principals and consultants may accumulate money in their account for a period of five years to a total of five times the amount specified above. Principals, vice principals and consultants may accumulate money for a period of three years.*
- 9.2.4 *A teacher who has not used their allocation of money by the end of the specified period shall have all subsequent allocations to their account made to the school based Professional Development Fund. However, as soon as the allocation of funds fall below the total allowed allocation, all additional funds will again be allocated to the individual's account until the total allocation amount is reached.*

- 9.2.5 When a teacher retires, all funds in their Professional Development Account will be allocated to the school based Professional Development Fund of the school or schools where the teacher last taught.
- 9.2.6 A teacher may use the money in their account to pay for any professional development activity approved by the Superintendent of Schools or designate.
- 9.2.7 The School Division will allocate \$200.00 per school plus \$75.00 for each full-time equivalent teacher in that school to provide for professional development or in-service activities within that school. Such activities must be approved by the Superintendent of Schools or designate.
- 9.2.8 The School Division will allocate \$100.00 for each full-time equivalent teacher for professional development or in-service activities within the School Division as determined by the Superintendent of Schools.
- 9.2.9 The School Division will provide up to one-day equivalent per school year of substitute coverage for each part-time teacher to participate in professional development activities.

## **10. SICK LEAVE**

- 10.1 *Annual sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability, in accordance with the following schedule:*
  - 10.1.1 *In the first year of service with the School Division, in accordance with the provisions of the Education Act. After one (1) year of continuous service – ninety (90) calendar days.*
  - 10.1.2 *For the purposes of this article, a teacher on a probationary contract to June 30<sup>th</sup> of a given year and who is given a contract on or before the beginning of the next school year will be deemed to have provided continuous service between contracts.*
- 10.2 *After ninety (90) calendar days of continuous absence due to medical disability, no further salary nor employee benefits of any kind shall be paid, and the Alberta School Employee Benefit Plan shall take effect.*
- 10.3 *Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan (Clauses 7.1.1 and 10.2), upon their return to full-time duty, they shall be entitled to an additional*

*sick leave benefit in the current year in accordance with the following schedule to a maximum of:*

- 10.3.1 *Less than one (1) year of service - nil.*
- 10.3.2 *After one (1) year of continuous service - ninety (90) calendar days.*
- 10.3.3 *Continuous service shall not be affected by Christmas Vacation, Easter Vacation or Summer Vacation.*
- 10.4 *When a teacher leaves the employ of a School Division, all sick leave shall be cancelled.*
- 10.5 *Before any payment is made under the foregoing regulations, the teacher shall provide:*
  - 10.5.1 *A declaration, on a form to be provided by the School Division, where the absence is for a period of three (3) days or less.*
  - 10.5.2 *A certificate signed by a doctor who is a member in good standing with the College of Physicians and Surgeons, or a dentist who is a member in good standing with the Alberta Dental Association where the absence is for a period of over three (3) days.*
  - 10.5.3 *When the sickness extends for a period of over one (1) month, the employee may, at the discretion of the School Division, be called upon to furnish a further medical certificate at the end of each month during the duration of the sickness.*

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

**11.1 Maternity Leave** – *this clause applies to leaves that commenced prior to May 1, 2019.*

- 11.1.1 *Teachers are entitled to maternity leave without pay for up to two (2) years under the condition that the Teacher concerned shall obtain and submit a Certificate from her physician certifying to her pregnancy and the approximate date of delivery.*
- 11.1.2 *Where possible, written notice of intent to take such leave will be forwarded to the Superintendent or designate at least six (6) weeks prior to commencement of the leave.*
- 11.1.3 *Notwithstanding Clause 11.1.1, the School Division will register and implement a Supplementary Unemployment Benefits Plan. This Plan will provide the Teacher with the following:*

- (1) 100% of regular salary and allowances for thirteen (13) weeks, inclusive of any sick leave which immediately precedes the maternity leave and
- (2) 100% benefits under Clauses 7.1.1 (Life & Disability), 7.1.2 (Extended Health), and 7.1.3 (Dental) for seventeen (17) weeks inclusive of any sick leave which immediately precedes the maternity leave.

11.1.4 In the event the "Health-Related Portion" of Maternity Leave exceeds ninety (90) calendar days, the eligible employee will make application for extended disability under the same terms and conditions as for any other illness, injury, or disability.

11.1.5 At least four (4) weeks prior to the date on which the teacher intends to return to work, written notice must be forwarded to the Superintendent or designate.

11.1.6 A teacher who is granted leave shall, upon her return, be given a position no less favourable than the one she had before the leave.

**11.1 Maternity Leave** – this clause applies to maternity leaves that commence on or after May 1, 2019 and shall repeal and replace clause 11.1 above as applicable.

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 date and no later than the actual date of the birth of the teacher's child.

11.1.2 Maternity leave shall be without pay and benefits except as provided in clause 11.3.

11.1.3 A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.

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

*Collective Agreement, the teacher will be provided an alternative position of a comparable nature.*

**11.2 Parental Leave** – *this clause applies to leaves that commence prior to May 1, 2019.*

11.2.1 *A Teacher shall be eligible for parental leave for up to two (2) years without pay under the following conditions:*

- (1) The Teacher shall give the School Division six (6) weeks' notice of intent to commence and/or terminate the parental leave.*
- (2) Normally the beginning of such leave shall be the week of becoming a new parent.*
- (3) Normally the leave shall terminate at the end of the time as required by Government Regulations or after a holiday or a semester break following the said period of time.*
- (4) A teacher returning to work from a parental leave of not more than one (1) year shall be entitled to a teaching position no less favourable than the position the teacher vacated.*

**11.2 Parental Leave** – *this clause applies to parental leaves that commence on or after May 1, 2019 and shall repeal and replace clause 11.2 above as applicable.*

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

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

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

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

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

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

**11.3 Salary Payment and Benefit Premium Payment (Health-Related)** – *this clause applies to leaves that commence on or after May 1, 2019.*

11.3.1 *The School Division shall top up Supplementary Employment Benefits (SEB) to one-hundred (100) percent of the teacher's weekly salary for the duration of the health-related portion of the maternity leave for a minimum of six (6) to a maximum of ninety (90) calendar days, or to the extent of the sick leave entitlement as per article 10.*

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

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

11.3.4 *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending amounts specified in Article 7 of the Collective Agreement for sixteen (16) weeks of maternity leave.*

11.3.5 *The School Division shall pay the portion of the teacher's benefits plan premiums in Article 7 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** – *this clause applies to parental leaves that commence prior to May 1, 2019.*

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

(1) *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Division to*

*prepay 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 12 months.*

- (2) *Notwithstanding Clause 11.4.1(1), subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- (3) *A teacher who commits to Clause 11.4.1(2) is responsible to repay the amount of the School Division paid benefit premiums and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
  - a) *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums and shall reimburse the School Division upon receipt of an invoice.*

11.4.2 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under Clause 11.4.1(3) the teacher is not eligible to reapply for additional consideration under Clause 11.4.1(2).*

**11.4 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave** – *this clause applies to parental leaves that commence on or after May 1, 2019.*

11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of a of parental leave.*

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

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

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

- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums and shall reimburse the School Division upon receipt of an invoice.*
- 11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

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

### **12.1 Personal Leave**

A teacher may apply for and receive leave of absence for personal reasons subject to the following conditions.

- 12.1.1 *Personal Business Day with Full Pay – For personal reasons – upon written notification to the Superintendent or designate – one (1) day per school year.*
  - (1) *Unused leaves under this clause (12.1.1) may be carried forward for a maximum of one (1) year, to a total of 2 days. (This article comes into effect the end of business on August 31, 2018.)*
- 12.1.2 *Personal Business Day with Loss of Substitute Pay (whether a substitute is required or not) – For personal reasons - not more than two (2) days in any one school year.*
- 12.1.3 *Leave under Article 12 shall not be used to extend the Christmas Vacation, Easter Vacation or Summer Vacation periods.*



### **13 ASSOCIATION LEAVE AND SECONDMENT**

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

### **14. OTHER LEAVES**

#### **14.1 Leaves with Full Pay:**

##### *14.1.1 Critical Illness*

- (1) Critical Illness be defined as a medical condition with a significant risk of death within 26 weeks and shall be determined by a certificate from a medical doctor if required by the School Division.*
- (2) For the critical illness of father, mother, husband, wife, son, daughter, brother, sister, parents of spouse and siblings of spouse - not more than FIVE (5) DAYS, or until death occurs.*
- (3) A statement may be required if death does not occur, signed by the teacher, signifying to the critical nature of illness.*

14.1.2 *Death In Family*

*For the death of father, mother, husband, wife, son, daughter, grandchild, brother, sister, parents of spouse, and siblings of spouse - not more than five (5) days.*

14.1.3 *Funeral - For the funeral of grandparents, and grandparents of spouse - two (2) days leave. If circumstances warrant additional leave, the two days may be extended to a maximum of five (5) days*

14.1.4 *Funeral - For funeral of uncle, aunt, cousin, nephews, nieces of the teacher or the teacher's spouse - one (1) day of leave.*

14.1.5 *Pallbearer - For acting as pallbearer - one (1) day.*

14.1.6 *Exam - For the purpose of writing university examinations - one (1) day.*

14.1.7 *Convocation - While participating in University Convocation Exercises - one (1) day.*

14.1.8 *Citizenship - While obtaining citizenship papers at a scheduled session of the Court - one (1) day.*

14.1.9 *Jury - Provided that the teacher remits to the School Division any witness fee or jury stipend -- excluding allowances and/or expenses -- set by the court or other body, they are entitled to the following:*

(1) *For jury duty or for attending for selection purposes, or any summons related thereto.*

(2) *To answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.*

14.1.10 *Adoption Leave - For the adoption of a child - two (2) days.*

14.1.11 *Paternal Leave - For the birth of a child - two (2) days.*

14.1.12 *Emergent Medical - For attending to the emergent medical needs, which are not critical, of their child, spouse, parent or other person living in the teacher's household. These days may be taken consecutively – two (2) days per school year.*

14.1.13 *Compassionate Leave – The Superintendent of Schools may approve additional compassionate leave.*

14.1.14 *Impassable Roads - Because roads are impassable from a teacher's normal place of residence to their place of work due to the road(s) being temporarily closed by municipal or provincial authorities, or where the teacher has made a reasonable effort to travel to work using an alternate open route. Where the road(s) is(are) reopened or become passable during the workday, the teacher is expected to attend at their place of work for the remainder of the day.*

## 14.2 Leaves with Loss of Substitute Pay Whether Substitute Required or Not:

- 14.2.1 Temporary leave of absence with pay, providing the School Division is reimbursed for the **cost of a substitute teacher**, shall be granted to teachers.
- (1) Department of Education - For attendance at meetings of committees of the Department of Education.
  - (2) Professional Reasons - For any other professional reasons that have been approved by the Superintendent of Schools.
- 14.2.2 Temporary leave of absence with pay, of up to five (5) days in a school year, shall be granted to teachers, providing the School Division is reimbursed for the **cost of a substitute teacher**. Leave under all sections of Clause 14.2.2 except for 14.2.2(1), 14.2.2(3) and 14.2.2(5) below shall not be used to extend the Christmas Vacation, Easter Vacation, or Summer Vacation Periods.
- (1) *Illness in Household - For not more than two (2) days in any one school year for an illness of a non-critical nature in the teacher's household.*
  - (2) Emergency/Misfortune - For not more than two (2) days in any one school year for some emergency or misfortune demanding their attention.
  - (3) *Funeral of Friend - For the funeral of a friend of the family - one (1) day.*
  - (4) Service Club - While officially representing a service club, fraternal organization, church or co-operative - up to five (5) days in any one year.
  - (5) Convocation Exercise - For attending post-secondary convocation exercises of a spouse or child - one (1) day.
  - (6) Political Party - While officially representing a Federal or Provincial Political Party with representation in either house, or Federal or Provincial Government Committee or Delegation - up to five (5) days in any one year. This clause shall not provide time off for campaigning for any elected political office.
  - (7) Educational/Government - For attendance at educational conventions in an official capacity; or for the attendance at Civic Government meetings or conventions in an official capacity.

### **14.3 Day In Lieu**

14.3.1 Where the Superintendent of Schools requires, in writing, a teacher to provide service on a day not in the normal school year, that teacher will receive one (1) “day in lieu” for each such day. Such days worked will not exceed five (5) days for any one school year. If a substitute teacher is required, for classroom teaching, the cost will be covered by the School Division. Such days shall be taken at a time that is mutually agreeable to both the teacher and the Superintendent. In any case, these days shall not be taken in blocks of more than three days at a time.

### **14.4 Deferred Salary Leave Plan**

14.4.1 The School Division will establish a Deferred Salary Leave Plan, which adheres to Canada Revenue Agency requirements.

## **15. CENTRAL GRIEVANCE PROCEDURE**

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

- (1) about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
- (2) 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*
- (3) 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:*
- (1) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
  - (2) 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:*
- (1) A statement of the facts giving rise to the difference,*
  - (2) The central item or items relevant to the difference,*
  - (3) The central item or items and the non-central item or items, where the difference involves both, and*
  - (4) 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 (1) *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.*

*(2) 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:*

*(1) An affected School Division rectify any failure to comply with the collective agreement.*

*(2) An affected School Division pay damages to the Association, affected teacher or teachers, or both.*

*(3) 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:*

*(1) TEBA and the Association.*

*(2) Any affected School Division.*

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

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

**15. CENTRAL GRIEVANCE PROCEDURE** - *Effective May 1, 2019, this article repeals and replaces the above Article 15 as applicable.*

15.1 *This procedure applies to differences:*

- (1) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
- (2) *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*
- (3) *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 the Association may initiate a grievance by serving a written notice of a difference as follows:*

- (1) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
- (2) *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:*

- (1) *A statement of the facts giving rise to the difference,*
- (2) *The central item or items relevant to the difference,*
- (3) *The central item or items and the non-central item or items, where the difference involves both, and*
- (4) *The remedy requested.*

15.10 *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.*

15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division affected by the difference is attending a central grievance hearing.*

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

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

- (2) *If the difference is not resolved through the response in clause 15.13(1) 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 (1) *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.*

- (2) 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.*

*15.15 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.*

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

- (1) An affected School Division rectify any failure to comply with the Collective Agreement.*
- (2) An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
- (3) 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:*

- (1) TEBA and the Association.*
- (2) Any affected School Division.*
- (3) Teachers covered by the Collective Agreement who are affected by the award.*

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

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

## 16. LOCAL GRIEVANCE PROCEDURE

- 16.1 Any difference between any employee covered by this Agreement and the School Division, or in a proper case between Local No. 1 of the Alberta Teachers' Association and the School Division concerning the interpretation, application, operation or alleged violation of this Agreement, and further, including any dispute as to whether the difference is arbitrable, shall be dealt with as herein provided, without stoppage of work or refusal to perform work.
- 16.2 Such difference (hereinafter called "a grievance") shall first be submitted in writing to the Secretary Treasurer of the School Division and to the Teacher Welfare Committee Chair Local No. 1 of the Alberta Teachers' Association, as the case may be. Such written submission shall be made within fifteen (15) days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance and the articles of this Agreement which it is alleged have been violated.
- 16.3 In the event the grievance is not settled within fifteen (15) days after the date of submission of the grievance in accordance with the above procedure, then on or before a further five (5) days have elapsed from the expiration of the aforesaid fifteen (15) day time period, the grievance shall be referred in writing to the grievance committee.
- 16.4 Such grievance committee shall be composed of two (2) representatives of the Board of Trustees. A quorum of this committee shall consist of all members. The grievance committee shall meet and endeavour to resolve the grievance and shall render its decision in respect of the grievance within twenty-one (21) days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where, by mutual consent of the grievance committee and the grievor, the hearing of such grievance is adjourned for the purpose of obtaining further information. The decision of the grievance committee shall be provided to the grievor in writing within five (5) days of the meeting.
- 16.5 If the grievance committee decision is unsatisfactory, then either party may by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided. Such notice must be given within ten (10) days after the date of the aforesaid twenty-one (21) day limit expires or the date the grievance committee renders its decision, whichever is shorter.
- 16.6 Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chair. In the event of any failure to appoint a chair, either

party may request the Director of Mediation Services to make the necessary appointment.

- 16.7 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
  - 16.7.1 The arbitration board shall not change, amend, or alter any of the terms of this Agreement. All grievances or differences submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Agreement or that involves the determination of a subject matter not covered by, or arising during the term of this Agreement.
  - 16.7.2 The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chair governs, and it shall be deemed to be the award of the board.
  - 16.7.3 The arbitration board shall give its decision not later than fourteen (14) days after the appointment of the chair, provided, however, that this time period may be extended by written consent of the parties. Each party to the grievance shall bear the expense of its respective appointee, and the two (2) parties shall bear equally the expense of the chair.
- 16.8 All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.
  - 16.8.1 In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the board), the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.
  - 16.8.2 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**MEDICINE HAT PUBLIC BOARD OF EDUCATION**

OPERATING AS

**MEDICINE HAT PUBLIC SCHOOL DIVISION:**

**THE ALBERTA TEACHERS' ASSOCIATION:**

\_\_\_\_\_  
Board Chair – Rick Massini

\_\_\_\_\_  
President Local No.1 – Val Browne

\_\_\_\_\_  
Secretary Treasurer – Jerry Labossiere

\_\_\_\_\_  
TWC Chair – Doug Ashmore

\_\_\_\_\_  
Provincial Coordinator of Teacher Welfare – Sean D Brown

## **LETTERS OF UNDERSTANDING – CENTRAL**

1. *Association and TEBA Joint Committee to Assist Transition from Central to Local Bargaining*
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”*
3. *Teachers with Designations: Allowances and Titles*
4. *Distributed Education Teachers Conditions of Practice*
5. *Wellness Spending Account*
6. *Salary Adjustments*
7. *Vacation and General Holiday Pay Claims*
8. *Right to Disconnect*

## Letter of Understanding #1:

### Association and TEBA Joint Committee to Assist Transition from Central to Local Bargaining

#### Effective the date of signing of this Letter of Understanding

#### 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.*

## 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 the date of signing of this Letter of Understanding

#### 1. **Scope**

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

#### 2. **Process**

a) *The parties shall first raise the difference at a meeting of the Association and TEBA Transition Committee prior to initiating this process.*

b) *The difference shall be referred to one of the following arbitrators:*

i. *Mark Asbell*

ii. *David Jones*

iii. *Lyle Kanee*

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

c) *The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.*

d) *Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.*

e) *The arbitrator will first endeavour to assist the parties in mediating a resolution.*

f) *If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.*

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

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

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



### **Letter of Understanding #3:**

#### **Teachers with Designations: Allowances and Titles NEW**

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

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

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

## 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.*

## 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 with 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**  
**Temporary Extension of Emergent Medical in Teacher’s Household Due to COVID**

---

**THIS AGREEMENT** is made in duplicate this 8th day of November 2021.

**BETWEEN:**

THE MEDICINE HAT PUBLIC BOARD OF EDUCATION  
(Hereinafter called “The Board”)  
OF THE FIRST PART

- and -

THE ALBERTA TEACHERS’ ASSOCIATION  
(Hereinafter called “The Association”)  
OF THE SECOND PART

**WHEREAS:**

**There** have been changing restrictions related to the COVID-19 pandemic;

**A dependant** who has tested positive with COVID-19 and required to isolate for 10 days from the onset of symptoms;

**And** teachers are only allowed two days with full pay under article 14.1.12 for emergent medical for a dependent living in a teacher’s household and two additional days at the cost of a sub under article 14.2.2 for emergency/misfortune.

**THEREFORE**, it is agreed that:

Notwithstanding articles 14.1.12 and 14.2.2(2), which state the following:

14.1.12 *Emergent Medical - For attending to the emergent medical needs, which are not critical, of their child, spouse, parent or other person living in the teacher’s household. These days may be taken consecutively – two (2) days per school year.*

And

14.2.2(2) *Emergency/Misfortune - For not more than two (2) days in any one school year for some emergency or misfortune demanding their attention.*

The parties, **only** for the 2021-22 school year, agree that teachers who have a dependant in their household, who requires their care due to a COVID19 infection, shall be entitled to up to 10 days (inclusive of the 2 days under article 14.1.12) of leave with full pay. Proof of the dependant’s positive COVID-19 result must also be provided to access this employer-paid leave.

To access this COVID assistance the teacher will have to first utilize their two days under article 14.1.12 and are entitled to access an additional 8 days for a total of 10 to provide care for their dependant.

On September 1, 2022, this temporary extension of Emergent Medical in Teacher’s Household Due to COVID shall cease to be available to teachers.

**DATED** at the City of Medicine Hat and at the City of Edmonton, in the Province of Alberta, this 8<sup>th</sup> day of November 2021.

**THE MEDICINE HAT PUBLIC SCHOOL DIVISION      THE ALBERTA TEACHERS’ ASSOCIATION**

Per: \_\_\_\_\_  
Board Chair – Catherine Wilson

Per: \_\_\_\_\_  
TWC Chair – Dalyce Harrison

Per: \_\_\_\_\_  
Secretary Treasurer - Jerry Labossiere

Per: \_\_\_\_\_  
RBA – Michelle Glavine

Per: \_\_\_\_\_  
Associate Coordinator-Collective  
Bargaining-Sean Brown