

COLLECTIVE AGREEMENT

BETWEEN

THE PRAIRIE ROSE SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

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This Collective Agreement between

The Prairie Rose School Division

(hereinafter referred to as the Employer)

Party of the first part

and

The Alberta Teachers' Association

(hereinafter referred to as the Association)

Party of the second part

Effective January 8, 2019, 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Effective November 10, 2020, the whereas statement above is repealed and replaced by the following whereas statement: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.

Whereas the terms and conditions of employment and the *salaries* of the teachers have been the subject of negotiation between the Parties; and

Whereas the Parties desire that these matters be set forth in a Collective Agreement to govern the terms of employment of the said teachers,

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

1. APPLICATION/SCOPE

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

Effective November 10, 2020, clause 1.1 above is repealed and replaced by the following clause: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 teaching certificate as a condition of employment with the Employer, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Employer and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*

1.2 Excluded Positions

1.2.1 During the currency thereof, this Collective Agreement excludes

- a) The Superintendent
- b) Deputy Superintendent
- c) The Assistant Superintendents

1.2.2 Effective February 1, 2019, during the currency thereof, this Collective Agreement excludes:

- a) Superintendent
- b) Deputy Superintendent(s)
- c) Assistant Superintendent(s)
- d) Associate Superintendent(s)
- e) Director(s)

1.3 *Effective November 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 Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.*

1.4 *The Association is the bargaining agent for each bargaining unit and:*

1.4.1 *has exclusive authority to bargain collectively with Teachers' Employer Bargaining Association (TEBA) on behalf of all the teachers in the bargaining units and to bind the teachers in any Collective Agreement with respect to central terms; and*

1.4.2 *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*

1.5 *Role of TEBA (Effective November 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 employers and to bind the Employers in any agreement with respect to central terms.*

1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*

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

1.6 *Management Rights: The Employer retains all those residual rights of management not specifically limited by the terms of this Collective Agreement, providing the Employer acts reasonably, fairly and justly in the exercise of those rights.*

Effective November 10, 2020, the following clause repeals and replaces clause 1.6 above:

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

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

1.8 *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 November 10, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

1.11 Structural Provisions

- 1.11.1 Teacher / Board Advisory Committee: A Teacher / Board Advisory Committee shall be established in accordance with Employer Policy GP#16 and shall not be subject to the Local Grievance Procedure.

2. TERM

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

2.2 List Bargaining

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

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

2.3 Central Matters Bargaining

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

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

2.4 Local Bargaining

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

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

2.5 Bridging

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

2.6 Meet and Exchange

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

2.7 Opening with Mutual Agreement

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

2.8 Provision of Information (Effective until November 9, 2020)

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

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

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

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

c) *Most recent Employer financial statement;*

Total benefit premium cost;

Total substitute teacher cost; and

Total allowances cost.

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

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

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

- 2.8.2.2 *HSA/WSA/RRSP utilization rates;*
- 2.8.2.3 *Most recent Employer financial statement;*
- 2.8.2.4 *Total benefit premium cost;*
- 2.8.2.5 *Total substitute teacher cost; and,*
- 2.8.2.6 *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

- 3.1.1 The Employer shall pay teachers, other than substitute teachers, monthly, 1/12 of their salary and any applicable allowances, on or before the 25th day of each month.
- 3.1.2 Substitute teachers shall be paid by the 10th day of the month following the month in which the substitute teacher has rendered service in one of the schools of the Employer.

3.2 Grid

- 3.2.1 *The salary of a teacher shall be determined by the application of the applicable articles of this Collective Agreement. For the purpose of this Collective Agreement salary shall mean grid placement.*
- 3.2.2 *Placement on the salary schedule shall be according to the number of years of teaching experience and full years of teacher education at September 1 or February 1 of each school year or upon commencement of employment.*
- 3.2.3 *Effective September 1, 2018:*

Experience	Education		
	4	5	6
0	59,397	62,847	66,470
1	63,232	66,691	70,328
2	67,069	70,536	74,191
3	70,904	74,379	78,049
4	74,739	78,221	81,908
5	78,573	82,064	85,770

Experience	Education		
	4	5	6
6	82,410	85,910	89,629
7	86,245	89,753	93,487
8	90,080	93,595	97,349
9	93,914	97,442	101,207

3.3 Education (Effective until August 31, 2019)

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

3.3.2 *Each teacher claiming additional teacher education or commencing employment shall supply to the Employer:*

- a) *within 45 days of September 1,*
- b) *within 45 days of February 1,*
- c) *within 45 days of commencement of duties,*

whichever applies, a statement of qualifications issued by the Teacher Qualifications Service of the Association. Until the teacher submits the statement, the teacher shall be paid according to the most recent acceptable statement of qualifications or according to the minimum education requirements for that teacher's certificate.

3.3.3 *If proof of application for a statement of qualifications is supplied within 45 days, upon receipt of the TQS statement the salary adjustment shall be retroactive to September 1 or February 1, whichever applies for continuing teachers.*

3.3.4 *If proof of application for a statement of qualification is supplied within 45 days, upon receipt of the TQS statement the salary adjustment shall be retroactive to the date of commencement of employment for beginning teachers.*

3.3.5 *If proof of application for the statement of qualifications is not supplied within 45 days (as per clause 3.3.2) salary shall be*

adjusted effective the beginning of the month following the submission of a statement of qualifications.

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 Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
 - 3.3.3.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
 - 3.3.3.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4 *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the Employer within (60) operational days from the date of completion of education or commencement of employment.*
 - 3.3.4.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
 - 3.3.4.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

3.4 Experience (Effective until August 31, 2019)

- 3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*
- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
 - b) *employed as a substitute teacher within the preceding five (5) years.*
- 3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 *Previously unrecognized experience gained in one school year with an Employer may be carried over for calculation of experience increments in the following school year with that same Employer.*
- 3.4.4 *Provisions 3.4.1, 3.4.2 and 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016–17 school year with an Employer being carried over for calculation of experience increments in the 2017-18 school year with that same Employer.*
- 3.4.5 *Allowing for past experience shall be one step on the schedule for each year of experience to the maximum as provided in the salary grid.*
- 3.4.6 *If evidence of prior teaching experience is submitted within 90 calendar days, the teacher shall be paid for experience increments retroactive to the commencement date of employment.*
- 3.4.7 *If evidence of prior teaching experience is not submitted within 90 calendar days after commencement of employment, the Employer may evaluate the teaching experience.*
- 3.4.8 *If evidence of prior teaching experience is submitted after 90 calendar days after commencement of employment, the teacher's teaching experience increments will be adjusted on the beginning of the month following the submission of proof.*
- 3.4.9 *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 126 school days.*
- 3.4.10 *Effective September 1, 2017, a teacher under contract who teaches less than 126 school days with the Employer in a school year may*

accumulate experience increments by combining teaching days, including substitute teaching days, with the Employer to a total of 126 days in accordance with Articles 3.4.1 through 3.4.4.

3.4.11 An increment shall be effective on September 1 or where applicable at the beginning of a semester, immediately following the attainment of the necessary accumulation of the aforesaid days.

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

Teachers shall:

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

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

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

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

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

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

Prior Experience

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

- a) Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero years of experience on the salary grid.*

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

3.5 Special Considerations: CTS

3.5.1 a) *Notwithstanding Article 3.3.1, the Superintendent, at their discretion, may recognize for teacher education purposes a senior high CTS teacher's certified journeyman qualifications where the CTS teacher is offering instruction in a course where the curriculum requires the teacher to have journeyman qualifications. Such recognition for teacher education purposes is limited to one further year beyond the teacher's current Teachers Qualifications Service evaluation.*

b) *Recognition of certified journeyman qualifications for teacher education purposes will no longer be recognized if the teacher no longer provides instruction in a CTS course where the course curriculum requires the teacher to have certified journeyman qualifications.*

3.6 Other Allowances

3.6.1 Any teacher required to teach in more than one school on the same day, shall receive a travel allowance of \$.30 per km for such days when the distance travelled between schools exceeds eight kilometers.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Administration Allowances

In addition to the salary as identified in Article 3.2.3, each principal shall receive monthly, an allowance equal to one-twelfth of the following schedule, based on the number of students enrolled at September 30 of each year.

4.1.1 Principal

a) *All schools except colony schools:*

Effective September 1, 2015

<i>Basic amount per principal</i>	<i>\$7,043</i>
<i>Per student (1 to 100 students)</i>	<i>\$68.42</i>
<i>Per student (101 to 299 students)</i>	<i>\$39.85</i>
<i>Per student (300+ students)</i>	<i>\$26.59</i>

b) Colony Schools

Effective September 1, 2015

Basic amount per principal	\$1,151
Per student (1 to 100 students)	\$68.42

The colony school allowance is not subject to the minimum principal allowance in 4.1.1(f)

c) For principals who are assigned to two schools:

Effective September 1, 2015

Basic amount	\$11,443
Combined Enrollment:	
Per student (1 to 100 students)	\$68.42
Per student (101 to 299 students)	\$39.85
Per student (300+ students)	\$26.59

d) *E.C.S. students counted at 0.5 FTE student except Ralston School where each E.C.S. student will be counted as 1.0 FTE student.*

e) *Where a school offers a full-time kindergarten program, the E.C.S. students attending the program will be counted as full-time equivalent in proportion to the time the program is offered.*

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

4.1.2 Vice Principal

a) *In addition to the salary as identified in article 3.2.3, each vice-principal shall receive 60 percent of the allowance paid to the principal.*

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

4.1.3 *Coordinator of Student Services*

- a) *In addition to the salary identified in Article 3.2.3, a teacher employed as Coordinator of Student Services shall receive an allowance of:*

Effective September 1, 2015 – \$9,457 per annum

The allowance shall be paid on a pro-rata basis based on the employee's full-time equivalent employment.

4.2 Acting/Surrogate Administrators – Compensation

- 4.2.1 In a school, other than a colony school, where there is no vice-principal, a teacher shall be designated by the Employer to be "acting-principal" in the absence of the principal and shall be paid an amount equivalent to 1/400 of 60 percent of the principal's allowance for each half day of the principal's absence.
- 4.2.2 In a school where both the principal and vice-principal are absent for a half day, a teacher shall be designated by the Employer to be "acting-principal" and shall be paid an amount equivalent to 1/400 of 60 percent of the principal's allowance for each half day of absence.
- 4.2.3 When, in the absence of the principal, the vice-principal or acting-principal acts in the place of the principal for a period of five or more consecutive school days, the vice-principal or acting-principal shall receive an allowance of 1/200 of the principal's allowance as calculated in article 4.1.1, effective on the fifth day and for every consecutive school day thereafter until the principal returns.

4.3 Teachers with Principal Designations (Effective until November 9, 2020)

- 4.3.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.3.2 *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*

Employer must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.

4.3.3 *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 Employer must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

4.3 Teachers with Principal Designations (Effective November 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 Employer 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.*

4.4 Other Administrator Conditions (Effective until August 31, 2020)

4.4.1 In recognition of additional days of work above and beyond the school calendar established by the Employer, lieu time will be provided by the Employer to principals and vice principals during the school calendar as follows:

- a) For principals – one (1) lieu day
- b) For vice principals – one (1) lieu day

4.4.2 Clause 4.4.1 does not apply to colony schools.

4.4.3 Lieu days shall not be accumulated or paid out under any circumstances. Lieu days will not be requested in conjunction with other leave requests or any scheduled breaks (i.e. Christmas break, Easter break, etc.) within the school calendar. All lieu days

are subject to advance notice of at least two (2) weeks and the prior approval of the superintendent or designate.

4.4 Other Administrator Conditions (Effective September 1, 2020, the following repeals and replaces clause 4.4 above)

- 4.4.1 In recognition of additional days of work above and beyond the school calendar established by the Employer, lieu time will be provided by the Employer to principals and vice principals during the school calendar as follows:
 - 4.4.1.1 For principals – two (2) lieu days
 - 4.4.1.2 For vice principals – one (1) lieu day
- 4.4.2 Clause 4.4.1 does not apply to colony schools.
- 4.4.3 A request for lieu days must be made in accordance with the following conditions:
 - 4.4.3.1 in writing, on the form established by the Employer
 - 4.4.3.2 to the Superintendent or designate,
 - 4.4.3.3 where possible, at least two (2) weeks in advance of the date the principal/vice principal wishes to use the requested lieu day(s), and
 - 4.4.3.4 stating the replacement arrangement to be put in place should the requested lieu day(s) be approved.
- 4.4.4 Without the permission of the Superintendent or designate, lieu day(s) shall not be used:
 - 4.4.4.1 in conjunction with any holiday/vacation or holiday/vacation period exceeding three (3) days, inclusive of weekends,
 - 4.4.4.2 during any scheduled Parent-Teacher Interview days,
 - 4.4.4.3 during scheduled professional development days, or
 - 4.4.4.4 in conjunction with any other leave under this Collective Agreement that would result in an absence greater than three (3) consecutive workdays.
- 4.4.5 Lieu days shall not be accumulated or paid out under any circumstances.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

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

5.1.2 *The rate of pay for substitute teachers shall be:*

Effective September 1, 2015

<i>Per Full Day (Effective until April 30, 2019)</i>	<i>\$195.04</i>
<i>Per Half Day</i>	<i>\$100.68</i>

5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212.*

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

5.1.5 *Any amount of time above 50% of the day shall be considered a full day. This payment shall include holiday pay at the rates established by the Employment Standards Code.*

5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid: The rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive days shall be, effective the sixth consecutive teaching day, according to placement on the salary grid and subject to the terms of this Collective Agreement.*

5.2.1.1 *Notwithstanding article 5.2.1, a substitute teacher who fills a teaching position for more than five consecutive days and who accepts a contract of employment with the Employer, shall be paid effective the first day, according to placement on the salary grid.*

5.2.2 *Effective September 1, 2017, period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or*

such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.

5.3 Other Substitute Teacher Conditions

5.3.1 Effective February 1, 2019:

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

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

6. PART TIME TEACHERS

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

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

6.2 Part-time Teachers Benefits and Proration

6.2.1 *The Employer's contribution to benefit premiums for part-time teachers and those on professional leave shall be paid on a pro-rata basis based on the employee's full time equivalent employment.*

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

7.1.1 *The Employer shall effect and maintain Alberta School Employee Benefit Plan (ASEBP):*

- a) *Extended Disability Benefit (EDB) – Plan D*
- b) *Life, Accidental Death and Dismemberment (AD&D) – Plan 2*
- c) *Extended Health Care – Plan 1*
- d) *Dental Care – Plan 3*
- e) *Vision Care – Plan 3*

Applicable to and for the benefit of teachers in its employ, according to the provisions of the plans.

7.1.2 *Effective September 1, 2014, the Employer will contribute toward the monthly premium of each plan as follows:*

- a) *Life and AD&D – 100%*
- b) *EDB – 100%*
- c) *Extended Health – 100%*
- d) *Dental Plan – 100%*
- e) *Vision Care – 100%*

7.2 Group Benefits Eligibility

7.2.1 *All teachers shall be covered under the provisions of the Alberta School Employee Benefit Plan, Life, Accidental Death & Dismemberment, Plan 2; Extended Disability Benefit, Plan D.*

7.2.2 *With respect to article 7.2.1, it is understood that participation in the Alberta School Employee Benefit Plan–Extended Health Care, Plan 1; Dental Care, Plan 3; Vision Care, Plan 3 is not a condition of employment.*

7.3 Health Spending Account (Effective until February 28, 2021)

7.3.1 *The Employer will contribute an amount per teacher (not including substitute teachers) to a Health Spending Account, prorated for employees working less than a full-time equivalent, according to the following schedule:*

Effective Date	Annual Amount
<i>September 1, 2015</i>	<i>\$700</i>
<i>Effective September 1, 2019</i>	<i>\$725</i>

7.3 Combined Health Spending Account/Wellness Spending Account (Effective March 1, 2021, the following repeals and replaces clause 7.3 above)

7.3.1 *The Employer will contribute an amount of \$725 per teacher (not including substitute teachers) to a combined Health Spending Account/Wellness Spending Account, prorated for employees working less than a full-time equivalent.*

7.4 Other Group Benefits

7.4.1 Effective September 1, 2018, payments made toward benefit plans by the Employer shall permit the Employer to retain and not pass onto teachers any rebates of employment insurance premiums.

8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

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

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

8.2 Assignable Time Definition

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

- a) operational days (including teachers' convention)*
- b) instruction*
- c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
- d) parent teacher interviews and meetings*
- e) Employer and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
- f) staff meetings*
- g) time assigned before and at the end of the school day*

h) other activities that are specified by the Employer to occur at a particular time and place within a reasonable work day.

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

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

a) the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).

b) the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.

c) the time is spent traveling to and from the teacher's annual convention.

8.3 Duty Free Lunch

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

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

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

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

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

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

9.2 Professional Improvement Leave

- 9.2.1 A teacher who has taught in the Employer's school system for a minimum of five (5) years may be granted a leave for professional development or for other reasons acceptable to the Employer.
- 9.2.2 All applications for leave shall be submitted to the Superintendent by February 1 preceding the school year in which the professional leave is to commence.
- 9.2.3 The application for professional leave must be considered by the Employer and the applicant must be notified of the Employer's decision within forty-five (45) calendar days of the date for receiving applications.
- 9.2.4 A teacher returning from professional leave is entitled to return to the position held when the professional leave started or to a position of comparable nature.
- 9.2.5 An application shall be accompanied by a clear statement of the teacher's purpose.
- 9.2.6 In lieu of salary, a teacher while on professional leave shall be granted an allowance equal to 50% of annual salary for the year in which leave is granted, payable in a manner agreed upon by both Parties.
- 9.2.7 For a semester of professional leave, payment shall be 25% of annual salary for the year in which leave is granted, payable in a manner agreed upon by both Parties.
- 9.2.8 A teacher who is granted professional leave shall give an undertaking, in writing, to return to their duties for a period of at

least two years. Should a teacher resign or retire prior to the completion of the two years of service, other than by mutual agreement between the Employer and the teacher, repayment of leave salary shall be made to the Employer on a pro rata basis.

9.2.9 Approval may be granted by the Employer for a professional leave based on the application's merit and alignment to school and Division goals.

9.2.10 In addition to the leave described in Articles 9.2.1–9.2.9, the Employer may, at its discretion, grant short term professional leave. Such leave will be subject to the same provisions as outlined in 9.2.1–9.2.9 with the exception of the following:

- a) the allowance paid will be for the period identified by the Employer and payment will be made at the rate of 50 percent of the teacher's present salary.
- b) application for leave shall be made at least forty-five (45) days prior to the time the leave is to commence.
- c) the teacher is obligated to return to their respective duties for at least one year of employment after the leave is completed.
- d) for the purpose of this article, it is understood that no leave shall extend beyond a period of forty-five (45) days.

10. SICK LEAVE / MEDICAL CERTIFICATES AND REPORTING

10.1 In the first year of service with the Employer, a teacher shall be entitled to twenty (20) school days of sick leave at full salary for the purpose of obtaining the necessary medical or dental treatment because of accident, sickness or disability.

10.1.1 After twenty (20) school days of continuous disability in a teacher's first year of service, no further salary shall be paid. However, after ninety (90) calendar days of continuous absence the provisions of the Alberta School Employee Benefit Plan, Extended Disability Benefit, shall take effect providing the teacher is accepted by the insurance carrier as an extended disability claimant.

10.2 During the second and subsequent years of service, annual sick leave with full salary will be granted for ninety (90) calendar days.

10.2.1 After ninety (90) calendar days of continuous disability in a teacher's second and subsequent year of service, no further salary shall be paid. The provisions of the Alberta School Employee Benefit Plan, Extended Disability Benefit Plan shall take effect,

providing the teacher is accepted by the insurance carrier as an extended disability claimant.

10.3 *When a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon the teacher's return to regular duties, shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*

Less than one year of service – Nil

After one year of service – 90 calendar days.

10.4 *Before any payment is made under the foregoing provisions the teacher shall provide:*

a) *a statement, on a form approved by the Employer, signed by the teacher substantiating the illness.*

b) *after an absence of more than three days, when requested by the Superintendent, in consultation with the Principal, a certificate, at Employer expense, from the teacher's physician or dentist attesting to the teacher's illness.*

c) *when the absence extends for a period of over one (1) month the employee may, at the discretion and expense of the Employer, be called upon to furnish a further medical certificate at the end of each month during the duration of the leave or until the employee is accepted on the A.S.E.B.P., Extended Disability Plan.*

10.5 *When a teacher leaves the employ of the Employer all sick leave shall be cancelled.*

10.6 *Provisions of this Article shall not be applicable when a teacher is on leave without pay.*

10.7 Scheduling of Appointments

10.7.1 *Effective February 1, 2019, teachers will make every effort to schedule appointments with healthcare providers outside of classroom hours. If scheduling such appointments outside of classroom hours is not possible, teachers will make every effort to limit their absence for such appointments to no more than one half day. This provision applies to all leave situations under this Collective Agreement including Articles 10, 11, 12, 13 and 14.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

- 11.1.1 *A pregnant teacher is entitled to maternity leave for a period of fifteen (15) weeks. The Employer is responsible for salary and benefits for the health-related portion of the maternity leave, up to thirteen (13) weeks.*
- 11.1.2 *A pregnant teacher shall provide at least six (6) weeks written notice of the date she intends to take maternity leave unless prevented by a medical condition.*
- 11.1.3 *The Employer will provide a Supplementary Unemployment Benefit Plan (SUB Plan), a copy of which is attached as an addendum to this Collective Agreement. This plan will provide an eligible teacher with the equivalent of 100 percent of the teacher's regular salary.*
- 11.1.4 *A teacher on maternity leave shall access the SUB Plan for the health-related portion of the leave that is after the birth of the child.*
- 11.1.5 *A teacher is entitled to parental leave without pay and without benefits for up to thirty-seven (37) consecutive weeks. The parental leave must be taken within fifty-two (52) weeks of the birth of the child.*
- 11.1.6 *In the case of a teacher entitled to maternity leave, the thirty-seven (37) consecutive weeks parental leave must immediately follow the last day of the maternity leave.*
- 11.1.7 *In the case of an adoptive parent, the thirty-seven (37) consecutive weeks must be taken within fifty-two (52) weeks of the child being placed with the adoptive parents.*
- 11.1.8 *A teacher must provide at least six (6) weeks written notice of the date the teacher will start parental leave unless a medical condition of the birth mother or child makes it impossible to comply; or in the case of the adoptive child, the date of the placement was not foreseeable.*
- 11.1.9 *A teacher on maternity or parental leave must provide four (4) weeks' notice of the date on which the teacher intends to return to work. Teachers returning from maternity or parental leave are encouraged to give consideration to natural breaks in the school year.*

11.1.10 A teacher returning from maternity or parental leave is entitled to return to the position held when maternity or parental leave started or to a position of comparable nature.

11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave (Effective for maternity and/or parental leaves that commenced before May 1, 2019)

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

11.2.2 Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the Employer to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing Collective Agreement, for a period of up to 12 months.

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

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

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

11.2.6 If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.

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

11.1 Maternity Leave

11.1.1 Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing

within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.

- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 *A teacher shall, when possible, give the Employer three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4 *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.1.5 *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

11.2 Parental Leave

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 *The teacher shall give the Employer at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon*

position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.

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

11.3 Salary Payment and Benefit Premium

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

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

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

11.3.4 The Employer shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.

11.3.5 The Employer shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.

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

11.4.1 Teachers may prepay or repay benefit premiums payable during the duration of 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 Employer to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.

- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Employer portion of the benefit premiums.*
- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*
- 11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE (Effective until August 31, 2020)

- 12.1 *A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence and approved by the Employer pursuant to Section 220(1)(d)(i) of the Education Act where such teacher is absent:*
- a) *Personal leave for not more than one (1) day in any school year may be requested by a teacher and shall be granted upon request for attending to private concerns. Where possible, at least one (1) day of notice shall be given to the Principal, or in the case of a Principal, to the Superintendent or their office.*
 - b) *Personal leave under this clause may be accumulated to a maximum of four (4) days, providing that the total number of personal leave days taken in any one school year under the above article does not exceed four (4) days and providing that any day(s) so accumulated is/are not used prior to or following any statutory holiday unless prior approval of the Superintendent is obtained.*
 - c) *Notwithstanding Article 12.1(a), teachers on a term contract must be under contract for a minimum of ninety (90) instructional days before being eligible for personal leave with pay.*

- 12.2 Notwithstanding Article 12.1 and Article 12.3, the use of personal leave shall not exceed five consecutive school work days.
- 12.3 Temporary leave of absence, with pay, shall be granted to a teacher as follows; provided that an amount equivalent to the salary of a substitute teacher, as stated in clause 5.1.2–5.1.4, is forthcoming to the Employer through payroll deduction or payment from other sources:
- a) Personal leave for not more than four (4) days in any school year may be requested by a teacher and shall be granted upon request for attending to private concerns. Where possible, at least one day of notice shall be given to the principal, or in the case of a principal, to the Superintendent or their office.
 - b) Notwithstanding Article 12.3 a), teachers on a term contract must be under contract for a minimum of sixty (60) instructional days before being eligible for one day personal leave with partial pay and ninety (90) instructional days before being eligible for four (4) days personal leave with partial pay.

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE (Effective September 1, 2020, the following repeals and replaces clause 12 above)

- 12.1 Personal leave with pay for *not more than one (1) day in any school year* may be requested by a teacher, to the Superintendent or designate, for attending to private concerns.
- 12.1.1 Unused personal leave from the prior year under clause 12.1 may be accumulated to a maximum of three (3) personal leave days.
- 12.2 Personal leave with partial pay (less the cost of the daily rate for a substitute teacher under Article 5) for not more than three (3) days in any school year may be requested by a teacher, to the Superintendent or designate, for attending to private concerns.
- 12.3 A request for personal leave under this Article must be made in accordance with the following conditions:
- 12.3.1 in writing, on the form established by the Employer
 - 12.3.2 to the Superintendent or designate,
 - 12.3.3 where possible, at least two (2) weeks in advance of the date the teacher wishes to use the requested personal leave, and
 - 12.3.4 stating the replacement arrangement to be put in place should the requested personal leave be approved.

- 12.4 Without the permission of the Superintendent or designate, personal leave shall not be used:
- 12.4.1 in conjunction with any holiday/vacation or holiday/vacation period exceeding three (3) days, inclusive of weekends,
 - 12.4.2 during any scheduled Parent-Teacher Interview days, or
 - 12.4.3 during scheduled professional development days,
 - 12.4.4 in conjunction with any other leave under this Collective Agreement that would result in an absence greater than three (3) consecutive workdays.
- 12.5 Under this Article, the use of personal leave in any one school year shall not exceed four (4) days.
- 12.6 A teacher on a term contract must be under contract for a minimum of ninety (90) instructional days before being eligible for personal leave under this Article.

13. ASSOCIATION LEAVE AND SECONDMENT

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

Collective Agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on their behalf while on secondment under this clause.

14. OTHER LEAVES

14.1 Bereavement, Critical Illness and Funeral Leaves

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence and approved by the Employer pursuant to Section 220(1)(d)(i) of the Education Act where such teacher is absent:

- 14.1.1 a) For not more than five (5) teaching days per occurrence per school year due to the critical illness or death of any one of the following legal relatives of the teacher or spouse: spouse, child, parent, brother, sister, daughter-in-law, son-in-law, and grandchild.*
- b) Where critical illness is not followed by death within thirty (30) days, the Employer may request, within thirty (30) days, a medical certificate stating that critical illness was the reason for absence.*
- c) Critical illness is defined as a life-threatening illness or an illness requiring admission to a hospital intensive care unit.*
- 14.1.2 For not more than three (3) teaching days per occurrence per school year due to the death of any one of the following legal relatives of the teacher or spouse: grandparent, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or any other relative who is a member of the teacher's household.*
- 14.1.3 For not more than one (1) day per occurrence, to a maximum of two (2) teaching days per school year, to attend the funeral of anyone not previously identified in 14.1.1 or 14.1.2.*
- 14.1.4 Upon application to and at the discretion of the Superintendent, additional leave may be granted for any good and valid reason, relating to the critical illness or death of any of the persons identified in 14.1.1, 14.1.2 and 14.1.3.*

14.2 Graduation, Convocation and University Exams Leave (Effective until August 31, 2020)

- 14.2.1 A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence and approved*

by the Employer pursuant to Section 220(1)(d)(i) of the *Education Act* where such teacher is absent:

- a) For the period of one (1) day, plus one (1) day for travelling when necessary, per school year, to attend the teacher's convocation of a university or graduation from a post-secondary institution.
- b) For not more than two (2) days per school year for the purposes of writing examinations in academic or professional courses.

14.2.2 Temporary leave of absence, with pay, shall be granted to a teacher as follows; provided that an amount equivalent to the salary of a substitute teacher, as stated in clause 5.1.2–5.1.4, is forthcoming to the Employer through payroll deduction or payment from other sources:

14.2.2.1 For the period of one (1) day plus one (1) day for travelling, if necessary, to attend the convocation or graduation from a post-secondary institution of the teacher's spouse or child.

14.2 Graduation, Convocation and University Exams Leave (Effective September 1, 2020, the following repeals and replaces clause 14.2 above)

14.2.1 The Employer shall grant a leave of absence with pay:

14.2.1.1 For the period of one (1) day, plus one (1) day for travelling when necessary, per school year, to attend the teacher's convocation of a university or graduation from a post-secondary institution.

14.2.1.2 For not more than two (2) days per school year for the purposes of writing examinations in academic or professional courses as required by the Employer.

14.2.2 Provided that an amount equivalent to the daily rate of a substitute teacher, as specified under Article 5, is forthcoming to the Employer through payroll deduction or payment from other sources, the Employer may grant a leave of absence with pay:

14.2.2.1 For the period of one (1) day plus one (1) day for travelling, if necessary, to attend the convocation or graduation from a post-secondary institution of the teacher's spouse or child.

14.3 Jury Duty Leave

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence and approved by the Employer pursuant to Section 220(1)(d)(i) of the *Education Act* where such teacher is absent:

- a) For jury duty or for attending for selection purposes, or any summons related thereto.
- b) To respond to a subpoena or a notice to attend court in a criminal or civil matter that is not related to the personal affairs of the teacher.
- c) Provided that in a, and b, the teacher remits to the Employer any witness fee or jury stipend, excluding allowances and/or expenses, set by the court or other body.

14.4 Service to other Agencies Leave

Temporary leave of absence, with pay, shall be granted to a teacher as follows; provided that an amount equivalent to the salary of a substitute teacher, as stated in clause 5.1.2–5.1.4, is forthcoming to the Employer through payroll deduction or payment from other sources:

- a) For attendance at meetings of Committees of the Department of Education that are approved by the Superintendent or their designate.

14.5 Leave for Child's Arrival (Effective until August 31, 2020)

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence and approved by the Employer pursuant to Section 220(1)(d)(i) of the *Education Act* where such teacher is absent:

- a) For one (1) teaching day per school year in the event of the birth of the teacher's child or the adoption of a child by that teacher.

14.5 Leave for Child's Arrival (Effective September 1, 2020, the following repeals and replaces clause 14.5 above)

14.5.1 The Employer may grant a leave of absence with pay:

- 14.5.1.1 For one (1) teaching day per school year in the event of the birth of the teacher's child or two (2) teaching days per school year for the adoption of a child by that teacher.

14.6 Family Medical Leave

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence and approved by the Employer pursuant to Section 220(1)(d)(i) of the Education Act where such teacher is absent:

- a) Effective September 1, 2008, on application to the Superintendent and subject to the approval of the Superintendent or designate, a teacher shall be granted one (1) day of leave of absence with full pay and benefits per school year for the purpose of obtaining necessary medical or dental treatment for members of the teacher's immediate family. Immediate family shall be defined as the teacher's spouse, child or parent.*
- b) Effective February 1, 2019, on application to the Superintendent and subject to the approval of the Superintendent or designate, a teacher shall be granted up to two (2) days of leave of absence with full pay and benefits per school year for the purpose of obtaining necessary medical or dental treatment for members of the teacher's immediate family. Immediate family shall be defined as the teacher's spouse, child, parent or a relative under the care of the teacher and residing on a full-time basis in the teacher's household.*

14.7 Quarantine Leave

When school is closed for all students due to health reasons or physical plant breakdowns, teachers will not be required to attend school.

14.8 Impassable Roads Leave (Effective until August 31, 2020)

A teacher is entitled to temporary leave with full pay when a teacher is unable to reach the school from their usual place of residence because of impassable roads, when the absence is communicated to the principal.

14.8 Impassable Roads Leave (Effective September 1, 2020, the following repeals and replaces clause 14.8 above)

14.8.1 The Employer shall grant a leave of absence with pay:

14.8.1.1 When a teacher is unable to reach the school from their usual place of residence because of impassable roads, provided that:

14.8.1.1.1 the absence is communicated to the principal,

14.8.1.1.2 the teacher makes every effort to return to their place of work if road conditions improve, and

14.8.1.1.3 the teacher carries out employment duties and responsibilities that can be completed from their usual place of residence.

14.9 Discretionary leave

Additional leaves of absence may be granted by the Employer with pay and with benefits or without pay and without benefits.

15. CENTRAL GRIEVANCE PROCEDURE

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

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

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

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

15.4 *An “operational” day is an instructional or non-instructional day in the Employer calendar on which teachers are scheduled to work.*

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

15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*

- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
 - b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.7 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
 - b) *The central item or items relevant to the difference,*
 - c) *The central item or items and the non-central item or items, where the difference involves both, and*
 - d) *The remedy requested.*
- 15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*
- 15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the Employer affected by the difference may be invited to participate in the discussion about the difference.*
- 15.10 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Employer, and any affected teacher or teachers.*
- 15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*
- 15.12 (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a*

three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.

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

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

- a) An affected Employer rectify any failure to comply with the Collective Agreement.*
- b) An affected Employer pay damages to the Association, affected teacher or teachers, or both.*
- c) TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

15.15 The award of the Arbitration Board is binding on:

- a) TEBA and the Association.*
- b) Any affected Employer.*
- c) Teachers covered by the Collective Agreement who are affected by the award.*

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

Effective May 1, 2019, the following Article repeals and replaces Article 15 above:

15.1 This procedure applies to differences:

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

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

- c) *The central item or items and the non-central item or items, where the difference involves both, and*
 - d) *The remedy requested.*
- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the Employer portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the Employer affected by the difference is attending a central grievance hearing.*
- 15.12 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Employer, and any affected teacher or teachers.*
- 15.13 a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- b) *If the difference is not resolved through the response in clause 15.13a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.14 a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

- 15.15 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*
- 15.16 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected Employer rectify any failure to comply with the Collective Agreement;*
 - b) *An affected Employer pay damages to the Association, affected teacher or teachers, or both.*
 - c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.17 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
 - b) *Any affected employer.*
 - c) *Teachers covered by the Collective Agreement who are affected by the award.*
- 15.18 *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*
- 15.19 *The time limits in this Article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.*

16. LOCAL GRIEVANCE PROCEDURE

- 16.1 The following grievance procedure is in accordance with the requirements of The Labour Relations Code and provides for the peaceful settlement of any differences, between the Parties, arising from the interpretation, application or operation of this Collective Agreement, including any questions as to whether the differences are arbitrable and shall be dealt with as follows:

Step 1

Such differences (hereinafter called a "grievance") shall first be submitted in writing to the chairperson of the Association Local Teacher Welfare Committee, the chairperson of the Association Local Grievance Committee, and the Secretary-Treasurer of the Employer.

- a) Such written submission shall be made within twenty-one (21) teaching days from the date the grievor first had knowledge of the alleged violation.
- b) The submission shall set out the nature of the grievance, the Articles of this Collective Agreement which are alleged to have been violated, and the remedy sought.

Step 2

In the event the grievance is not settled within fifteen (15) teaching days from the date of the submission in accordance with Step 1, then within a further period of fifteen (15) teaching days the grievance shall be referred in writing to the Grievance Committee.

- a) Such Grievance Committee shall consist of two (2) representatives of the Association and two (2) representatives of the Employer.
- b) This Grievance Committee shall meet and endeavour to resolve the grievance, and shall render its decision within fifteen (15) teaching days following receipt of the submission.
- c) If the majority of the Grievance Committee reaches a decision as to the disposition of the grievance, the decision shall be final and binding on both Parties. A majority decision shall be the decision of three (3) members of the Grievance Committee.

Step 3

In the event the Grievance Committee does not meet within fifteen (15) teaching days following receipt of the submission, or in the event that the Committee does not reach a majority decision within the said time limitation, then either Party may, by written notice to the other Party, require the establishment of an Arbitration Board as hereinafter provided.

- a) Such notice must be given within ten (10) teaching days after the fifteen-day limitation in Step 2b expires.
- b) Concurrently with the notice by the Party requiring the establishment of an Arbitration Board, the Party shall name its nominee to the Arbitration Board, and the recipient of the notice shall, within five (5) teaching days, inform the other Party of its nominee to the Arbitration Board.
- c) The two nominees so appointed shall, within five (5) teaching days of the appointment of the second of them, appoint a third person, who shall be Chairman of the Arbitration Board. In the event of failure to agree on the appointment of a Chairman, either Party may request the Director of

Mediation Services with Alberta Department of Labour to make the necessary appointment.

Step 4

The Arbitration Board shall hear and determine the grievance and shall issue an award in writing not later than ninety (90) calendar days after commencement of the hearings, provided that this time period may be extended by written consent of the Parties.

- a) Such award shall be final and binding upon the Parties and upon any employee affected by it.
- b) The decision of a majority of the Arbitration Board is the award of the Arbitration Board, but where there is no majority the decision of the Chairman governs and shall be deemed to be the award of the Arbitration Board.
- c) The Arbitration Board by its decision shall not alter, amend or change the terms of this Collective Agreement.
- d) Each Party to the grievance shall bear the expense of its respective nominee, and the two Parties shall bear in equal proportions the expense of the Chairman.

16.2 In the event that, at any stage of the aforesaid procedures (except in respect of appointing persons to an Arbitration Board), one of the Parties fails to take the necessary action within the time limit specified, the grievance procedure shall be deemed to be concluded in the other Party's favour.

16.3 Any of the aforesaid time limits may be extended at any stage by mutual consent of the Parties

17. EMPLOYMENT

17.1 Transfers

17.1.1 If it is necessary for the Employer to transfer a teacher from one school to another within the Division, the Employer shall reimburse the moving expenses incurred by the teacher to a maximum of \$1,200, providing such transfer requires a change of residence. This article does not apply to a teacher who has requested a transfer.

17.1.2 Any teacher who becomes an employee of the Employer as a result of the provision of Section 119(1)(2)(3) of the *Education Act* shall

retain any designation received from the previous Employer, provided that the teacher remains in the same school plant.

17.2 Information and Files

17.2.1 The Employer shall post a copy of the Collective Agreement on the Division's website within 30 calendar days after the signing of the Collective Agreement by the Association Coordinator of Teacher Welfare. A copy of the current Collective Agreement shall be placed in each staff room.

17.2.2 *Effective until November 9, 2020, the Employer shall deduct Association membership fees from the salary of every teacher it employs, other than those identified in Article 1.2, and shall remit the membership fees to the Association monthly. Upon request, the Employer will provide a list of teachers in its employ to the Association.*

17.2.3 *Effective until November 9, 2020, the Parties hereby recognize that basic to the proper management and administration of a school system it is the Employer's right and responsibility to formulate and adopt policies and regulations.*

17.3 Subrogation

17.3.1 Interpretation:

17.3.1.1 *Cost of Absence* means the total remuneration paid by the Employer during a period when the teacher was absent from work.

17.3.1.2 *Interest* means interest calculated in accordance with the provisions of the Alberta *Judgment Interest Act*, RSA 2000, c.J-1, and amendments and regulation thereto.

17.3.1.3 *Judgment or Settlement* means an order of a court of competent employer or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.

17.3.1.4 *Remuneration* means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.

17.3.1.5 *Teacher* means a teacher in respect of whom the Employer has incurred a cost of absence and includes

the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

- 17.3.2 In the event that the Employer incurs a cost of absence as a result of an act or omission of a third party, the Employer is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:
- 17.3.2.1 the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;
 - 17.3.2.2 the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
 - 17.3.2.3 the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
 - 17.3.2.4 the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist a witness where required;
 - 17.3.2.5 the teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
 - 17.3.2.6 upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
 - 17.3.2.7 the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
 - 17.3.2.8 the Employer's consent to settlement shall not be unreasonably withheld.
- 17.3.3 When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of

absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest.

- 17.3.4 When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest.
- 17.3.5 The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this Article 17.3.
- 17.3.6 In exercising any of its rights under Article 17.3, the Employer shall have due regard for the interests of the teacher.

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

Signed on _____, 20____
On Behalf of the Association

Signed on _____, 20____
On Behalf of the Employer

Lyle Kennedy
Negotiating Subcommittee Chair

Stuart Angle
Board Chair

Kendra Johnston-Oxamitny
Negotiating Subcommittee

Ryan Bosser
Secretary-Treasurer

Jennifer Kennedy
Negotiating Subcommittee

Reagan Weeks
Deputy Superintendent

Eli Merrick
Negotiating Subcommittee

Signed on _____, 20____

Sean D Brown
Associate Coordinator, Collective Bargaining

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

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

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

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

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

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

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

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6 – Salary Adjustments

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

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

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

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

Letter of Understanding #8: Right to Disconnect

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

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

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

THE PRAIRIE ROSE SCHOOL DIVISION - Addendum A

SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) PLAN COVERAGE

All female employees eligible for sick leave benefits covered under the Collective Agreement are covered by the Supplementary Unemployment Benefit Plan.

THE PLAN

- 1. The Employer agrees to pay, during the health-related portion of maternity leave after the birth of the child, a Supplementary Unemployment Benefit which shall provide employees on maternity leave with an amount equal to 95% of the employee's normal weekly earnings. The Employer will also pay the portion of the employee's benefit plan premiums specified in the Collective Agreement, for the health-related portion of the maternity leave. Effective September 1, 2014, the SUB Plan will be increased to 100 percent.*
- 2. This SUB Plan shall replace sick leave benefits during the health-related portion of the maternity leave that is after the birth of the child.*
- 3. At the commencement of the employee's E.I. entitlement the employee will begin receiving the Employer portion of the Supplementary Unemployment Benefits.*
- 4. The Employer agrees to pay the Supplementary Unemployment Benefits for up to thirteen (13) weeks or for the period covered by accumulated sick leave, whichever is less.*
- 5. The Employer shall advise the employee to apply for extended disability benefits (EDB) at least thirty (30) days in advance of her expected eligibility for such benefits. After ninety (90) consecutive calendar days of disability the employee shall apply for EDB benefits and no further salary, or Supplementary Unemployment Benefits shall be payable by the Employer.*
- 6. This plan will come into effect as of September 1, 1999 and will continue in effect for the duration of this Collective Agreement.*
- 7. Payments received under the SUB Plan will not reduce the claimant's accumulated sick leave, vacation leave, severance pay or any other accumulated credits from employment.*