

COLLECTIVE AGREEMENT

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

BETWEEN

STURGEON PUBLIC SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this ____ of _____ 20__ between THE STURGEON PUBLIC SCHOOL DIVISION (Employer) and the Alberta Teachers' Association (Association).

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

Effective March 10, 2021, the whereas statement above is repealed and replaced by the following whereas statement:

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

1. APPLICATION/SCOPE

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

Effective March 10, 2021, clause 1.1 above is repealed and replaced by the following clause: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 This Collective Agreement applies to all teachers employed by the Employer who, as a condition of employment, must possess a valid teaching certificate issued under the authority of the Department of Education, the Province of Alberta, herein collectively called the teachers, except the superintendent, deputy superintendent, associate superintendent and director of curriculum and instruction.
- 1.3 *Effective March 10, 2021, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The*

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

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

1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*

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

1.5 *Role of TEBA (Effective March 10, 2021)*

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 *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 *Structural Provisions*

1.10.1 *The Teacher Board Advisory Committee (TBAC) shall consist of three trustees, one of whom shall act as Chair, the Superintendent or designate and a teacher from each of the schools within the*

Division. All proposed changes initiated by the Employer in policy, regulations, and Administrative Practices concerning teachers' working conditions shall be referred to the TBAC for consideration and recommendation. All requests by the Association for changes in Employer policy and regulations shall be referred to the TBAC for consideration and recommendation to the Employer.

1.10.1.1 The TBAC shall meet upon the request of either party.

1.10.1.2 The Employer shall provide the TBAC members with draft copies of school calendars and Board Policies. The TBAC may request a meeting to discuss draft calendars and Board Policies.

1.10.2 The Employer and teachers have a mutual responsibility to provide and maintain a safe working environment. The Employer has a responsibility for ensuring a safe environment prevails in the workplace and to take appropriate measures to achieve this result. Teachers have a right to a safe working environment and the responsibility to assist the Employer in this regard.

1.10.2.1 The parties agree to develop and maintain an Organizational Health and Safety Committee. The ATA will provide a representative on this committee. The Employer may invite other employee groups to provide representation on this committee. The mandate of the committee will be to collaborate on efforts to improve staff wellness and workplace safety.

1.10.2.2 The Employer shall ensure that teachers in Morinville Learning Centre (MLC), Sturgeon Learning Centre (SLC) work in a safe work environment considerate of the safety issues unique at the school. To protect teachers, the staffing complement shall include a minimum of two staff members at all times.

1.11 *Effective March 10, 2021, all provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2 List Bargaining

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

2.3 Central Matters Bargaining

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

2.4 Local Bargaining

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

2.5 Bridging

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

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

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

2.6 Meet and Exchange

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

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

2.7 Opening with Mutual Agreement

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

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

2.8 Provision of Information (Effective until March 9, 2021)

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

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

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

2.8 Provision of Information (Effective March 10, 2021, 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 All salaries contained herein are “per annum” unless specifically stated otherwise.

3.1.1 *The number of years of teacher education and the years of teaching experience, computed according to the Agreement, shall together determine the annual salary rate for each teacher employed by the Employer. Tabulated below are the salary rates, and the experience increments for each year of teacher education.*

3.1.2 The Employer shall pay each teacher their salary in equal amounts of one-twelfth of their annual salary on the second last operational day of each month from September to May inclusive. On the last operational day of June, they shall receive two-twelfths of their salary and on the second last banking day in August, they shall receive one-twelfth of their salary (taking into consideration necessary adjustments).

3.1.2.1 Teachers no longer under contract for the subsequent year or who resign or retire from staff effective the last operational day of June shall receive three-twelfths of their salary on the last operational day in June.

3.1.2.2 Payment of salaries shall be made by the Employer by direct deposit to the teacher’s designated banking institution.

3.2

STEP	CAT 4	CAT 5	CAT 6
0	59,432	62,896	66,971
1	62,928	66,392	70,466
2	66,417	69,883	73,956
3	69,911	73,374	77,447
4	73,402	76,866	80,941
5	76,896	80,360	84,432
6	80,388	83,850	87,924
7	83,877	87,343	91,416
8	87,368	90,834	94,909
9	90,865	94,327	98,400
10	94,569	98,036	102,107

3.3 Calculation of Years of Teacher Education (Effective until August 31, 2019)

3.3.1 *The evaluation of a teacher's education for salary purposes shall be determined by a Statement of Qualifications issued by the Teacher Qualifications Services of The Association in accordance with the policies and principles approved by the Teacher Salary Qualifications Board.*

3.3.2 *Statement of Qualifications for Teachers Commencing Employment with The Employer*

3.3.2.1 *Within sixty (60) days of commencing employment with the Employer, every teacher shall submit an Association Teacher Qualifications Service statement of teacher training for salary purposes, or proof of application for such a statement.*

3.3.2.2 *If the Teacher Qualifications Service statement shows a number of years of training different from that currently recognized by the Employer, the teacher's salary shall be adjusted retroactively, except as provided in clause 3.3.2.3.*

3.3.2.3 *If the Teacher Qualifications Service statement or proof of application for such a statement is not received by the Employer within sixty days of commencement of employment, the teacher's salary shall revert to the minimum of the years of training required for the class of teaching certificate held by the teacher and no adjustment shall be made, until the first of the month next following the date of receipt of the Teacher Qualifications Service statement, and no retroactive adjustment shall be made.*

3.3.3 *Additional Years of Teacher Education*

3.3.3.1 *Teachers who complete additional training to qualify for the next full year of teacher education shall submit a Teacher Qualifications Service statement, or proof of application for such a statement to the Employer, within sixty (60) days of the dates outlined in clause 3.3.3.3.*

3.3.3.2 *If the statement or proof of application is not received within sixty (60) days of the dates outlined in clause 3.3.3.3, payment will be made only from the first of the month next following the date of receipt of the statement.*

3.3.3.3 *The adjustment dates for changes in the years of teacher education for salary purposes shall be September 1, February 1 and May 1.*

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 *These provisions take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with an Employer being carried over for calculation of experience increments in the 2017-18 school year with that same Employer.*
- 3.4.5 *For each period of at least one hundred and twenty-five (125) full time equivalent days in a school year during which the teacher has actually provided teaching service, subject to clauses 3.4.5.1.1 to 3.4.5.1.6 inclusive.*
- 3.4.5.1 *For a minimum of one hundred and twenty-five (125) full-time equivalent days in a period of four (4) consecutive school years during which the teacher has actually provided teaching service subject to clauses 3.4.5.1.1 to 3.4.5.1.6 inclusive. Periods of leave for extended illness, disability, maternity or secondment will not be considered as part of the four consecutive years. A day counted under clause 3.4.5 may not be counted in applying this clause.*
 - 3.4.5.1.1 *Substitute teaching service shall be included in determining years of teaching experience.*
 - 3.4.5.1.2 *A teacher shall not receive increments for experience gained while not holding a valid teaching certificate, except as provided in clause 3.5.1.*

- 3.4.5.1.3 *Credit for experience will be granted for university work taken while on leave of absence or educational leave, if such leave is authorized by the Employer.*
- 3.4.5.1.4 *Teaching, or related administrative experience, obtained by a teacher while employed by an accredited post-secondary institution, or by Federal or Provincial government department or agency, including accredited private schools and accredited ECS programs shall be recognized as teaching experience subject to the conditions set forth in this Agreement.*
- 3.4.5.1.5 *Teaching experience obtained by a teacher prior to engagement by the Employer shall be granted, subject to the conditions set forth in this Agreement, as if it had been teaching experience under the Employer's Jurisdiction.*
- 3.4.5.1.6 *Credit for teaching experience shall become effective at the commencement of the school year or February 1 following when the experience was earned.*
- 3.4.5.2 *Statements of Teaching Experience for Teachers Commencing Employment with The Employer*
 - 3.4.5.2.1 *Within sixty days of commencing employment with the Employer, every teacher shall submit statements of proof of past teaching experience, or proof of application for such statements.*
 - 3.4.5.2.2 *If the statements of experience or the statements of proof of application are not received by the Employer within sixty calendar days of commencement of employment, then the teacher's salary shall revert to the minimum salary for the number of years of training required for the class of teaching certificate held by the teacher and no adjustment shall be made until the first of the month next following the date of receipt of official proof of experience and no retroactive adjustment shall be made.*

3.4.5.2.3 *If the statements of a teacher's experience show a number of years of teaching experience different from that currently recognized by the Employer, then the teacher's salary shall be adjusted retroactively, except as provided in clause 3.4.5.2.2.*

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 Industrial Vocational Education Positions

- 3.5.1 *The Employer may fill an Industrial Vocational Education teaching*

position at one or more steps on the salary schedule higher than that provided by his teaching experience, but his teaching salary shall not exceed the maximum provided for his category of teacher education.

3.5.2 *Such higher placement shall continue, only provided that they teach and continue to teach Industrial Vocational Education subjects.*

3.5.3 *Prior to the engagement of teachers in accordance with clause 3.5 the Employer shall consult the Chairman of the Association's Sturgeon Bargaining Unit stating the Employer's intention, giving reasonable opportunity to them to make representation thereon, and promptly notifying him when the appointment has been made.*

3.6 Other Rates of Pay

A teacher employed to provide instruction at the Employer's summer school shall be paid on the regular salary grid, with pro-rata calculations reflecting the percentage of time taught.

3.7 Other Allowances

The Employer agrees to maintain and enforce a policy in its Policy Handbook governing the payment of a car allowance equal to that paid to all employees of the Employer, to teachers engaged in the supervision of extra-curricular activities approved by the Employer, to teachers serving on a standing or ad hoc committee appointed by the Employer or Superintendent, and to teachers who travel while providing professional service in two or more schools during the same school day.

3.7.1 The minimum car allowance will be in accordance with the Employer's Employee Expense Reimbursement Policy.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

The Employer may create or designate new positions not covered in this Agreement; nevertheless, salaries and additional allowances shall be arrived at by consultation with The Association before the appointment is made. The results of this consultation shall be embodied in a memorandum of agreement between the parties.

4.2 Administration Allowances

In addition to the basic salary rate there shall be paid an administration allowance to each Principal, in accordance with the following schedule:

- 4.2.1 *The minimum administration allowance paid to a Principal shall be 5% of the fourth year maximum plus 1% of the fourth year maximum for each teacher to a maximum of two teachers. Effective September 1, 2019, notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*
- 4.2.2 *Vice Principals shall be paid an amount equal to 50% of their Principal's allowance. Effective September 1, 2019, the minimum allowance for Assistant Principal allowance will be adjusted in accordance with current proportionality to the Principal allowance.*
- 4.2.3 *For three to fifteen teachers, the administration allowance shall be a basic allowance of 25% of the fourth year maximum. For each teacher in excess of 15, an additional allowance of 0.4% of the fourth year maximum shall be paid.*
- 4.2.4 *The administration allowance paid to the Principal of the Oak Hill School shall be 16% of the fourth year maximum plus 1% of the fourth year maximum for each teacher.*
- 4.2.5 *The administration allowance paid to up to two (2) Division Principals at large shall be 32.5% of the fourth year maximum.*
- 4.2.6 *In calculating the administration allowance, the teachers shall be counted on September 30 and any changes resulting therefrom shall be effective September 1. In applying this clause, the Principals shall be excluded from the count. The teacher count shall be in terms of full-time equivalents, except for the first or only counsellor on staff who shall count as one full-time equivalent.*
- 4.2.7 *An administrative allowance for a –principal responsible for more than one school shall be calculated as follows:*
- per 4.2.1 and 4.2.2 for the main, or largest, school*
 - 2.0% of the fourth year maximum plus 0.4% for each teacher at each other school supervised*

4.3 Red Circling

In the event the Superintendent transfers an Article 4 Administrator and such transfer results in an administration allowance that is less than the current allowance, the allowance shall be maintained for three (3) school years or when the administration allowance exceeds the old one, whichever occurs first. This shall not apply if the administrator requests a transfer.

4.4 Acting/Surrogate Administrators – Compensation

When all administrators are absent from the school for a period of a half-day or longer and a teacher is designated as an acting administrator, the teacher shall be paid an administrative allowance of 0.051% of 4th Year Max per day. The teacher shall be provided with release time from classroom duties during the period of designation.

4.5 Teachers with Principal Designations

The Employer shall provide each school administrator with a continuing designation in the fourth (4th) year of designation or return the teacher to a classroom assignment. Each school administrator who is commencing their fourth, or higher, year of designation as of Sept 1, 2014 will be provided with a permanent designation.

4.6 Other Administrator Designations

4.6.1 *The allowance paid to a director of education services shall be 32.5% of the fourth year maximum.*

4.6.2 *The allowance to be paid to the Co-ordinator 'I' shall be 20% of the 4th year maximum. The allowance to be paid to the Co-ordinator 'II' shall be 25% of the 4th year maximum.*

4.6.3 *The allowance paid to the System Psychologist shall be 10% of the fourth year maximum.*

4.7 Other Administrator Conditions

Effective September 1, 2013 school-based principals will be granted two paid leave days per school year, at a time mutually agreeable to the Superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the principals and Superintendent, the Employer shall pay out the unused paid leave days at 1/200th of the principal's annual salary and allowance by the end of June each year.

4.7.1 Effective September 1, 2014, school-based vice principals will be granted one paid leave day per school year, at a time mutually agreeable to the Superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the vice principals and Superintendent, the Employer shall pay out the unused paid leave days at 1/200th of the vice principal's annual salary and allowance by the end of June each year.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

A substitute teacher is a teacher not on contract but employed on a day-to-day basis as required. Substitute teacher rates increase by the same percentage and on the same dates as the salary grid.

Effective until April 30, 2019

5.1.1 All substitute teacher salary rates shall be inclusive of 4% holiday pay

5.1.2 Salary for a full day shall be \$210.40

5.1.3 Salary for a half day shall be \$110.21

5.1.4 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.

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

5.2 Commencement of Grid Rate

5.2.1 Notwithstanding clauses 5.1.3 and 5.1.4, a substitute teacher who substitutes for the same teacher for a period of more than five (5) consecutively scheduled teaching days, shall be treated as a temporary teacher from the beginning and during the continuance of such consecutive teaching days.

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

5.2.3 This 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 break interrupts the teacher's continuity in the classroom.

5.2.4 *This period of consecutive employment during the school year shall not be considered interrupted if a teacher is unable to attend due to impassable roads.*

5.3 Each year substitute teachers, upon termination, shall be issued a statement of the number of days taught during the past school year.

5.4 When a substitute teacher is assigned a schedule including first period teaching on the first day of the assignment every effort will be made to provide time to review lessons plans prior to the commencement of the first period on that day.

5.5 Other Substitute Teacher Conditions

5.5.1 Substitute teacher(s) shall be hired for each classroom teacher absence on an instructional day, where reasonably practicable.

5.5.2 When the Employer requests the attendance of a substitute teacher at a professional development session, the Employer will pay the daily rate to the teacher as per clause 5.1

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.*

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 *The percentage of premiums payable by the Employer for those teachers hired on a part time basis shall be pro-rated.*

6.3 Any teacher employed on a part-time continuous contract shall be given the opportunity to access a full-time contract when a suitable position is available through the process of internal posting only.

6.4 Part-time teacher timetables shall be contiguous whenever possible in the context of school/program scheduling.

7. GROUP BENEFITS

7.1 *The Employer agrees to make payroll and health plan benefit deductions and to forward the proceeds to the proper receiving authorities for the following purposes: group health, life insurance, dental, pension plans, Association fees and Canada Savings Bonds.*

7.1.1 *Participation in the Alberta School Employee Benefit Plan shall be a condition of employment. The Employer shall administer Schedule 2A of the life insurance section and Plan DI of the disability section of the Alberta School Employee Benefit Plan and shall pay 95% of the cost of the premiums.*

Effective September 1, 2019, the contribution will increase to 100%.

7.1.2 *The Employer shall administer the group hospital insurance plan known as The Alberta School Employee Benefit Plan Extended Health Care Plan 1 and shall pay 95% of the cost of the premiums.*

Effective September 1, 2019, the contribution will increase to 100%.

7.1.3 *The Employer shall pay under the Alberta Health Care Insurance Commission 95% of the cost of the premiums for every teacher in its employ who registers in the plan.*

7.1.4 *Participation in the Alberta School Employee Dental Care Plan 3C shall be a condition of employment except that an employee may waive participation by stating they have coverage through their spouse. The Employer shall pay 95% of the cost of the premiums for every teacher in its employ who registers in the plan.*

7.1.4.1 *For those teachers employed for a period of less than thirty (30) days, coverage under clause 7.1.4 shall not be a condition of employment.*

Effective September 1, 2019, the contribution will increase to 100%.

7.1.5 *The benefits provided in this Section of the Agreement are deemed to include any and all of the employee portion of an Employer rate reduction provided under the Employment Insurance Act.*

7.1.6 *Participation in the Alberta School Employee Benefit Plan Vision Care Plan 3 shall be a condition of employment except that an employee may waive participation by stating they have coverage through their spouse. The Employer shall administer the plan and pay 95% of the cost of the premiums for every teacher in its employ who registers in the plan.*

Effective September 1, 2019, the contribution will increase to 100%.

7.2 *Any teacher new to the division who works prior to the operation of the school calendar shall be covered by benefits.*

7.3 *Health Spending Account and Wellness Spending Account*

Effective September 1, 2019 the minimum amount of HSA will be \$725.00.

7.3.1 *As soon as possible after the first day of the month following ratification, but no later than September 1, 2021, the Employer shall provide for each teacher, other than substitute teachers, an account for the benefit of each eligible teacher and their dependent(s) which, at the annual option of the teacher, may be used for either or both of Health Spending and Wellness Spending purposes. The Health Wellness Spending Account, in the amount of \$740 per full time teacher shall adhere to Revenue Canada requirements. The annual amount shall be provided in ten [10] equal monthly installments. The account shall be used for the benefit of the eligible teacher, the teacher's spouse and their dependents.*

7.3.2 *The HSA-WSA administration agreement with Alberta School Employees Benefit Plan shall be consistent with the terms of the collective agreement and shall be provided to The Alberta Teachers' Association. The Alberta School Employees Benefit Plan will be directed to annually disclose summary information about HSA-WSA utilization to both the School Board and the Alberta Teachers' Association.*

8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

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

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

8.2 Assignable Time Definition

8.2.1 *Assigned Time is defined as the amount of time that 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 Educational Leave

9.2.1 In the interest of improving the academic and professional education of the teachers as well as to provide opportunity for travel or experience which the Employer judges to be useful in improving the service of its teachers, the Employer agrees to maintain in force a policy governing the granting of educational leave in its Policy Handbook.

9.2.2 Providing that suitable recommendations have been received from the Education Leave Selection Committee, the Employer may grant:

- one (1) or more Category A leave, and

- one (1) or more Category B leave.

9.2.3 Upon request, the Employer shall provide annually to the ATA Local the number of teachers who applied for educational leave under clause 9.2.

10. SICK LEAVE

10.1 *Annual sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability for 90 calendar days.*

10.2 *After 90 calendar days of continuous absence due to medical disability, no further salary shall be paid and the Alberta School Employee Benefit Plan, Plan D shall take effect. A teacher who has been absent to obtain necessary medical or dental treatment or because of accident, sickness or disability shall upon return to work have their 90 calendar days of sick leave reinstated.*

10.3 *A teacher who has been absent due to illness for 30 or more calendar days shall be required to provide a completed Return to Work Certificate [Appendix A] before returning to regular duties. This Return to Work Certificate shall verify that the teacher is able to return to regular duties on a continuing basis in order to reinstate the 90 calendar days of sick leave. Upon submission of a receipt for the cost of completing the certificate along with the completed Return to Work Certificate, the Employer shall pay an amount up to the maximum specified in the Alberta Medical Association guidelines. This certificate shall only be amended by agreement of the parties.*

10.4 *In order to qualify for payment of sick leave:*

10.4.1 *when sick leave is for a period of three (3) days or less, a teacher shall provide a declaration as to the reason for the absence under clause 10.1;*

10.4.2 *when sick leave is for a period in excess of three (3) consecutive teaching days, a teacher shall provide upon the request of the Superintendent of Schools, a certificate signed by a medical practitioner indicating that the absence was necessitated by medical disability.*

10.5 *Clause 10.1 does not apply to teachers during their first year of employment with the Employer. During their first year of employment, annual sick leave without loss of salary shall be granted to a teacher for medical disability for twenty (20) operational days. Notwithstanding the foregoing, a teacher in the first year of employment will be entitled to ninety (90) calendar days of sick leave in the event that the teacher is continuously absent in excess of*

ninety (90) calendar days and is approved for extended disability benefits (EDB).

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

(Article 11.1 and 11.2 below are effective for maternity and/or parental leaves that commenced before May 1, 2019)

11.1 Teachers are entitled to maternity leave. Maternity leave shall be granted under conditions specified below

11.1.1 Subject to the Employment Standards Code, the maternity leave will begin at the discretion of the teacher. The teacher shall, whenever possible, notify the Employer of leave requirements three (3) months in advance of the first date of leave. Such notice shall include the intended commencement date and the intended date of return. When possible, the commencement of the leave and the return to work shall be at natural breaks in the school year.

11.1.2 Maternity leave shall be for a maximum of fifteen (15) weeks.

11.1.3 The teacher may access parental leave for an additional thirty-seven (37) weeks.

11.1.4 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.

11.1.5 The teacher shall provide a statement from her physician or an Alberta-certified midwife certifying she is pregnant and giving the estimated date of delivery.

11.1.6 Maternity leave shall be without pay except as provided in clause 11.1.7.

11.1.7 At the commencement of maternity leave, the teacher, providing she has at least twelve (12) months continuous employment at the time of the commencement of the maternity leave, shall be eligible for one of the following options:

11.1.7.1 If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall be placed on sick leave until such point as the teacher is eligible to apply for Plan D1 of the disability section of the Alberta School Employee Benefit Plan. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.

11.1.7.2 *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*

a) *The teacher may access sick leave entitlement with pay as specified in clause 10.0 for the period of illness or disability.*

b) *The Employer shall implement a supplementary unemployment benefits plan which shall provide teachers on maternity leave with 100% of their salary during eighteen (18) weeks of leave.*

11.1.7.3 *A teacher returning from maternity leave shall be returned to a position no less favourable than her position at the time of the commencement of the leave.*

11.1.7.4 *The Employer shall pay the portion of the teacher's benefits plan premiums specified in clause 7.0 of the Collective Agreement during the sick leave or the eighteen (18) weeks leave referenced in 11.1.7.2.*

11.1.7.5 *Parental Leave*

11.1.7.5.1 *The Employer shall grant parental leave to the teacher in the following circumstances:*

11.1.7.5.2 *a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;*

11.1.7.5.3 *in the case of an adoptive parent, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.*

11.1.7.5.4 *an additional period of up to fifteen [15] weeks to extend parental or adoption leave. The date for return to work shall be mutually agreed between the teacher and the Employer prior to the commencement of this leave.*

11.1.7.5.5 *If both parents are teachers, the parental leave may be accessed entirely by one of the parents or shared between the parents.*

However, the Employer is not required to grant parental leave to more than one employee at a time.

11.1.7.6 Notice of Parental Leave

11.1.7.6.1 A teacher must give the Employer at least six (6) weeks of notice of the date the teacher will start parental leave.

11.1.7.6.2 Employees who intend to share parental leave must advise the Employer of their intention to share parental leave.

11.1.7.7 Notice of Resumption of Employment

11.1.7.7.1 A teacher who wishes to resume working on the expiration of a maternity leave or parental leave shall give the Employer at least four (4) weeks written notice of the date on which the teacher intends to resume work and, in no event not later than four (4) weeks before the end of the leave period to which the teacher is entitled, or four (4) weeks before the date on which the teacher has specified as the end of the teacher's leave period, whichever is earlier.

11.1.7.7.2 Where a teacher is entitled to resume work under this Article, the Employer must:

a) reinstate the teacher in the position occupied when maternity or parental leave started; or

b) provide the teacher with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the teacher when the maternity or parental leave started.

11.1.7.7.3 A teacher who does not wish to resume employment after maternity or parental leave must give the Employer at least four (4) weeks written notice of intention to terminate employment.

11.1.7.7.4 *Notwithstanding the foregoing, when staff reduction or program elimination is necessary, the Employer may place the teacher in a position of comparable nature at not less than the same wages and other benefits that had accrued to the teacher to the date that the leave commenced. With respect to staff reduction or program elimination, the teacher shall not have any advantage nor suffer any disadvantage as a result of having been on leave.*

11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave *(current language effective for maternity and/or parental leaves that commenced on or 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 *At the commencement of maternity leave, the teacher shall be eligible for one of the following options:*
- 11.3.2 *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3 *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*
- a) *The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.*
- b) *The Employer shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during 18 weeks of leave.*
- 11.3.4 *The Employer shall pay the portion of the teacher's benefits plan premiums and contribute HSA 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 HSA will remain active*

for the duration of parental leave but no further credits will be contributed to the HSA during this time.

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 Compassionate Leave

Leave necessitated by the critical illness or death of a spouse, child, parent, brother, sister, parent of spouse, son-in-law, daughter-in-law or relation who is a member of the employee's household, shall be granted with full salary by the Employer, as follows:

- 12.1.1 *Up to and including four operational days for critical illness;*

12.1.1.1 *The Employer may require a medical certificate under clause 12.1.1 at its discretion.*

12.1.2 *Up to and including four operational days in the event of death with an additional two days for travel when events require the teacher to leave the province.*

12.1.3 *Leave necessitated by the death of a grandparent, grandchild, grandparent of spouse, grandchild of spouse, brother-in-law, sister-in-law, aunt or uncle shall be granted with full salary by the Employer for up to two (2) operational days with the possibility of an additional two (2) days for travel.*

12.1.4 *Notwithstanding the foregoing, the Employer will grant without pay any additional leave necessary under clauses 12.1.1, 12.1.2 and 12.1.3.*

12.2 Temporary leave of absence shall be granted with full pay as follows:

12.2.1 In consultation with the Principal, for operational days on which the teacher is unable to reach the school from their residence because of impassable roads;

12.2.2 For one (1) operational day to attend the convocation at the post-secondary institution or high school graduation at which the teacher or the teacher's child or spouse is receiving a degree or diploma;

12.2.3 For two (2) operational days for the process of adoption of a child;

12.2.4 For two (2) operational days for partner leave in the event of a birth or upon the arrival of a child;

12.2.5 *For two operational days for other personal reasons.*

12.2.5.1 Such leave shall not be used on a Professional Development Day or to miss school-scheduled parent-teacher interviews without the prior approval of the Employer.

12.2.5.2 The number of teachers accessing this Clause from a school on any one day shall not exceed 20% of the school's teaching staff. Schools with less than five teachers are exempt from this limitation. Leaves under this Clause will be granted on a first come first served basis.

12.2.6 *A teacher may use up to five days of their sick leave entitlement per school year in order to attend to the medical needs of their sick*

child, grandchild, spouse, parent, or an individual who resides in the teacher's household.

- 12.3 Notwithstanding the foregoing, the Employer will grant with full pay, less one two-hundredth (1/200th) for each day of leave, any additional leave necessary under clause 12.2.
- 12.4 Temporary leave of absence shall be granted with full pay less the cost of a replacement teacher as follows:
- 12.4.1 *For one (1) operational day for serving as a pallbearer;*
- 12.4.2 For one (1) operational day in order to write a post-secondary examination in an academic or professional course;
- 12.4.3 For one (1) operational day for other personal reasons.
- 12.5 Notwithstanding the foregoing, the Employer will grant with full pay less one two-hundredth, one day of additional leave necessary under clause 12.4.
- 12.6 Leaves of absence may be granted by the Employer with pay and Employer contributions to benefit premiums, without pay and with Employer contributions to benefit premiums, or without pay and without Employer contributions to benefit premiums. Teachers on Extended Disability Benefit [EDB] leave shall continue to have the Employer contribution to benefit premiums provided for those plans for which premiums are not waived by the plan carrier.
- 12.6.1 Teachers who wish to be considered for a long-term leave of absence shall normally notify the Employer by March 31.

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 Teachers who participate in the deployment of the Crisis Response Team shall be granted, with full salary by the Employer, one operational day following the completion of the deployment.
- 14.2 For jury duty or any summons related thereto; or to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the witness provided that the teacher remits to the Employer any witness fee or stipend (excluding allowances and/or expenses) set by the court or any other body.
- 14.3 Notwithstanding the foregoing, the Employer will grant with full pay, less one two-hundredth for each day of leave, any additional leave necessary under clause 14.0.

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.*
- 15.1 *Effective May 1, 2019, this procedure applies to differences:*
- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
 - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
 - c) *where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this Collective Agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this Collective Agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the Employer calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*
- 15.5 *For the purposes of this Article, written communication may be provided by email.*
- 15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.*
- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*
- 15.8 *Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*

- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
- b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*

15.9 *The written notice shall contain the following:*

- a) *A statement of the facts giving rise to the difference,*
- b) *The central item or items relevant to the difference,*
- c) *The central item or items and the non-central item or items, where the difference involves both, and*
- d) *The remedy requested.*

15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*

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

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

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

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

15.14 (a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any*

failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.

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

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

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

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

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

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

15.17 The award of the Arbitration Board is binding on:

a) TEBA and the Association.

b) Any affected Employer.

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

16.1 The purpose of the grievance procedure is to ensure that any grievance is processed in an expeditious manner, therefore, compliance with the

provisions is mandatory. If the Employer fails to comply with the provisions, the grievance may be processed to the next step. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned.

- 16.2 Any difference between any teacher covered by this Agreement, or in a proper case between the Association and the Employer, concerning the interpretation, application, operation or alleged violation of this Agreement, and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows:
 - 16.2.1 Step A – Such difference (hereinafter called "a grievance") shall be promptly submitted in writing to the Superintendent of Schools and to the Coordinator of Teacher Welfare of The Alberta Teachers' Association. Such written submission shall be made within thirty (30) days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the articles of this Agreement which it is alleged have been violated and the remedy sought.
 - 16.2.2 Step B – The Employer shall render a decision in writing within twenty-one (21) days following receipt of the submission.
 - 16.2.3 Step C – In the event the grievance is not resolved within twenty-one (21) days following receipt of the submission or the grievor does not agree with the decision rendered by the Employer, then the Association may, by written notice, submit the grievance to arbitration as hereinafter provided. Such notice must be given within ten (10) days after the aforesaid twenty-one (21) days time limit expires or a written decision is rendered and received by the grievor.
- 16.3 Arbitration Procedure
 - 16.3.1 The notice referred to in clause 16.2.3 shall specify the name or a list of names of the person or persons it is willing to accept as the single arbitrator.
 - 16.3.2 On receipt of a notice referred to in clause 16.3.1 the party receiving the notice,
 - 16.3.2.1 if it accepts the person or one of the persons suggested to act as arbitrator, shall, within seven (7) days, notify the other party accordingly, and the grievance shall be submitted to the arbitrator, or
 - 16.3.2.2 if it does not accept any of the persons suggested by the party sending the notice, shall, within seven (7) days,

notify the other party accordingly and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator.

- 16.3.3 If the parties are unable to agree on a person to act as the single arbitrator either party may request the Director of Mediation Services, Alberta Labour, in writing, to appoint a single arbitrator.
 - 16.3.4 The arbitrator may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.
 - 16.3.5 The arbitrator shall inquire into the grievance and issue an award in writing, and the award is final and binding on the parties and on every teacher affected by it.
 - 16.3.6 The parties agree to share equally the expenses of the arbitrator.
- 16.4 Where any reference in either clause 16.2 or 16.3 is to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and Employer-declared holidays.

17. EMPLOYMENT

- 17.1 Teachers who work at more than one school shall have their supervision duties at each school adjusted to match their FTE at each school.
- 17.2 Subrogation—If you receive sick leave benefits because you've been injured through the fault of another party, the Employer has subrogation rights. This means you may make a claim to recover the amount of these benefits from the other party. Depending on the amount of the outcome of your claim, you may be obliged to reimburse the Employer for any benefits which have been paid or will be paid to you.
- 17.3 *Voc. Ed. Teacher Pay—Nothing herein contained, except clause 3.5.2, shall reduce a teacher's salary below the amount payable as set out in clause 3.1 immediately prior to the effective date hereof.*
- 17.4 Absence Forms—All leaves shall be reported on the absence form provided by the Employer respecting the privacy of teachers.
- 17.5 Transfers—The Employer shall develop a procedure that allows teachers to request a transfer from one school to another. The procedure must be posted in each school in an appropriate location.
 - 17.5.1 Teachers who wish to be considered for transfer shall normally notify the Employer by March 31.

- 17.5.2 Should a teacher apply for a transfer and not be selected, the teacher may request a written explanation of the reason(s) which the Employer will provide within 14 days.
- 17.6 All teachers shall be entitled to obtain a T2200 – Declaration of Conditions for Employment form, fill it out and have it reviewed by the Secretary-Treasurer for consideration and approval. This document allows the claiming of classroom expenses, at the discretion of the teacher, on their annual tax return, as per Canada Revenue Agency guidelines and requirements.

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of _____, 2021.

The Alberta Teachers' Association

Coordinator of Teacher Welfare

Sturgeon Local #27

Chair, Negotiating Sub Committee

The Board of Trustees of the Sturgeon Public School Division

Chair, Negotiating Committee

Secretary-Treasurer

Return to Work Certificate

1. Employee's Name: _____

2. Job Title/Occupation: _____

3. Current Work Capability

Pre-disability/illness work without job modifications

Modified work

Not capable of any work, from _____ to _____ (if known)
Month/Day/Year Month/Day/Year

4. Next medical review: _____

5. Additional Comments: _____

Attending Physician

Date

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

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

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

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

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

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

New Letter of Understanding #5 – Wellness Spending Account

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

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

**LETTER OF UNDERSTANDING #1
RE: INTERIM GRIEVANCE PROCEDURE**

WHEREAS at the time of signing this Letter of Understanding, the Alberta Teachers' Association (ATA) and the Teachers' Employer Bargaining Association (TEBA) were actively engaged in central bargaining;

AND WHEREAS as a product of this central bargaining, the parties developed an alternative grievance procedure to replace Articles 15 and 16 of current agreements. The new grievance procedure article remains subject to the conclusion and ratification of an agreement with respect to central terms;

AND WHEREAS the parties continue to engage in central bargaining, the parties have agreed to implement the new grievance procedure as an interim procedure through this Letter of Understanding (LOU);

AND WHEREAS the parties agree to discuss the potential for transitioning applicable grievances filed prior to February 1, 2022, over to the new grievance procedure as an interim procedure through this Letter of Understanding (LOU);

AND WHEREAS the parties agree on the terms and conditions contained herein;

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

This Letter of Understanding shall take effect for all grievances filed on or after February 1, 2022. This LOU shall expire upon successful ratification of a Memorandum of Agreement with respect to central terms.

Should a Memorandum of Agreement with respect to central terms not be successfully ratified, the parties will meet within thirty (30) calendar days of the unsuccessful ratification vote to either extend or terminate this LOU.

If this LOU is terminated, the parties agree to move grievances filed under the interim procedure back to the appropriate central or local grievance procedure and to their respective steps in those procedures.

TRANSITION OF EXISTING GRIEVANCES

1. For grievances filed under Article 15 (Central Grievance Procedure) of 2018-20 teacher collective agreements prior to February 1, 2022, TEBA and the ATA will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.

- a. If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.
 - b. If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.
2. For grievances filed under Article 16 (Local Grievance Procedure) of 2018-20 teacher collective agreements prior to February 1, 2022, the school division and the ATA will meet no later than March 31, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.
 - a. If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.
 - b. If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.

INTERIM GRIEVANCE PROCEDURE

- 15.1. This procedure applies to differences:
 - 15.1.1. about the interpretation, application, operation or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;
 - 15.1.2. where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,
- 15.2. Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.
- 15.3. If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the Superintendent or designate and the Associate Coordinator-Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence/event giving rise to the grievance.
- 15.4. The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association or the School Division and shall contain the following:
 - 15.4.1. the name(s) of the parties aggrieved;

- 15.4.2. a statement of facts giving rise to the grievance;
 - 15.4.3. the article(s) of the agreement that are alleged to have been violated; and,
 - 15.4.4. the remedy or correction being sought.
- 15.5. A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the school division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.
- 15.5.1. When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.
- 15.6. Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.
- 15.6.1. The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.
- 15.7. The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.
- 15.8. The party receiving the grievance has fifteen (15) operational days following the grievance meeting in 15.6 to formally respond to the grievance.
- 15.9. If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.
- 15.10. Only the School Division and/or the Association may convey a grievance to arbitration.

- 15.11. The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.
- 15.12. By mutual consent, the parties may agree to convene a three member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three member arbitration board, and the nominees shall endeavour to select an independent Chair.
- 15.12.1. If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.
- 15.13. Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.
- 15.14. The arbitrator/arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator/arbitration board shall make any order they consider appropriate.
- 15.15. The findings, decision, and award of the arbitrator/arbitration board is final and binding on:
- 15.15.1. the School Division and the Association; and,
- 15.15.2. Teachers covered by the Collective Agreement who are affected by the award.
- 15.16. **TEBA Involvement in Grievance Proceedings**
- 15.16.1. At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.
- 15.16.2. At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the School Division.

15.16.2.1. Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.

15.16.2.2. Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.

15.16.2.3. Within five (5) operational days of the meeting set out in 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.

15.16.3. In the event that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2. TEBA will provide written notice to the Superintendent or designate and the Associate Coordinator-Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.

15.16.4. In instances where TEBA assumes carriage over a grievance process, all references to School Divisions in this article shall be read to apply to TEBA.

15.17. **Optional Mediation Process**

15.17.1. The parties may mutually agree at any point in the Grievance Procedure to engage in a non-binding mediation process to attempt to resolve the grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.

15.17.2. The mediator shall be appointed by mutual agreement of the parties and the expenses of the mediator shall be equally borne by the parties. If the parties cannot reach agreement on a mediator, either party may request in writing that the Director of Mediation Services make the necessary appointment.

15.17.3. The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and/or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an Arbitration Board for resolution.

15.17.4. In the event the grievance cannot be resolved, the Mediator may issue a report including a non-binding recommendation for settlement.

15.18. Administration

15.21.1 All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays and statutory holidays. For the purposes of this article, an “operational” day is an instructional or non-instructional day in the Employer’s school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.

15.21.2 In the event, at any stage of this procedure (except clause 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.

15.21.3 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.

15.21.4 At any point the grievance may be resolved through terms mutually agreed upon by the parties. Any agreed to resolution is binding on the signatories to the resolution.

Signed 2022 01 07

For The Teacher Employers' Bargaining
Association

For The Alberta Teachers' Association

Scott McCormack, TEBA Board Chair

Peter MacKay, CTBC Chair

Sean Brown, RBA