

# **COLLECTIVE AGREEMENT**

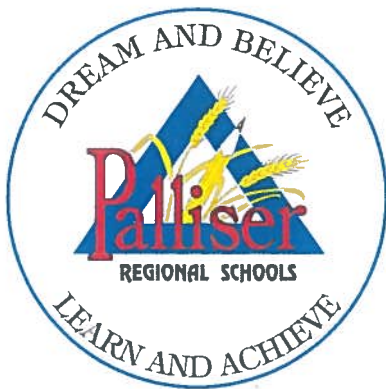
**BETWEEN**

**THE PALLISER SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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



This collective agreement is made this 12<sup>th</sup> day of February 2019 between The Palliser School Division (School Division) and the Alberta Teachers' Association (Association).

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

*Effective March 17, 2020, the whereas statement above is repealed and replaced by the following whereas statement:*

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

AND WHEREAS the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties;

AND WHEREAS the parties desire these matters be set forth in an Agreement to govern the terms of employment of the said teachers;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises of the mutual and other covenants herein contained, the parties agree as follows:

## **1. APPLICATION/SCOPE**

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

*Effective March 17, 2020, clause 1.1 above is repealed and replaced by the following clause:*

- 1.1 *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the School Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the School Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
- 1.2 Excluded Positions
- 1.2.1 Superintendent of Schools

1.2.2 Associate Superintendent of Schools

1.2.3 Deputy Superintendent of Schools (Effective March 17, 2020)

1.2.4 Directors

1.3 *Effective March 17, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from 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 School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*

1.5 *Role of TEBA (Effective March 17, 2020)*

1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Divisions in any agreement with respect to central terms.*

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

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

1.6 *The parties hereby recognize that basic to the proper management and administration of a school system, it is the School Division's right and responsibility to formulate and adopt policies.*

*Effective March 17, 2020, clause 1.6 above is repealed and replaced by the following clause:*

- 1.6 The School Division retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*
- 1.7 Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 This collective agreement shall ensure to the benefit of and be binding upon the parties and their successors.*
- 1.10 Effective March 17, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

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

### **2.2 List Bargaining**

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

### **2.3 Central Matters Bargaining**

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

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

## **2.4 Local Bargaining**

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

## **2.5 Bridging**

- 2.5.1 *Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until*
- 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 a School Division shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and School Division shall exchange details of all amendments sought.*

## **2.7 Opening with Mutual Agreement**

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

## **2.8 Provision of Information (Effective until March 17, 2020)**

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division shall provide to the Association at least once each year no later than October 31, a list of its teachers who are members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.*
- 2.8.2 *Each School Division shall provide the following information to the Association and to TEBA annually:*
- 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 School Division financial statement;*
  - d) Total benefit premium cost;*
  - e) Total substitute teacher cost; and*
  - f) Total allowances cost.*

## **2.8 Provision of Information (Effective March 17, 2020, the following clause repeals and replaces clause 2.8 above)**

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by the School Division. The School Division 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 School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

*2.8.2 The School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 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 School Division financial statement;*

*2.8.2.4 Total benefit premium cost;*

*2.8.2.5 Total substitute teacher cost; and,*

*2.8.2.6 Total allowances cost.*

### **3. SALARY**

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

3.1.1 The School Division shall pay all teachers monthly 1/12th of the salary rate in effect for that month as herein set forth and computed. For the purpose of this agreement, allowances shall be considered to be part of salary.

3.1.2 Payment of the full amount for administration shall commence on the effective date of appointment of the administrator.

3.1.3 Teachers under contract, except substitute teachers, shall be paid on the 28<sup>th</sup> of the month. In the event the 28<sup>th</sup> of any month occurs on a weekend or statutory holiday then teachers will be paid the last banking day prior to the 28<sup>th</sup>.

3.1.4 Payment for teachers shall be in accordance with the memorandum between the Association and the Alberta School Trustees' Association signed on or about January 6, 1972, regarding calculation of salary for the purpose of both payment and deduction.

### **3.2 Grid**

- 3.2.1 *The salaries and the terms and conditions of the teachers' employment with the School Division are governed by the provisions of this collective agreement and any statutory provision relating thereto.*
- 3.2.2 *The following shall determine the placement on the salary schedule:*
- a) The amount of university education;*
  - b) The length of teaching experience.*
- 3.2.3 *Effective September 1, 2018*

<b>YEARS OF EXPERIENCE</b>	<b>EDUCATION</b>		
	<b>4</b>	<b>5</b>	<b>6</b>
0	59,178	62,548	66,576
1	62,641	66,013	69,947
2	66,291	69,663	73,410
3	69,758	73,129	76,964
4	73,222	76,499	80,242
5	76,685	79,966	83,800
6	80,057	83,523	87,454
7	83,615	87,079	91,014
8	87,173	90,172	94,291
9	90,449	93,819	97,846
10	93,914	97,567	101,218

### **3.3 Education (Effective until August 31, 2019)**

- 3.3.1 *All teachers employed shall be evaluated by the Teacher Qualifications Service according to policies established by the Teacher Salary Qualifications Board, established by memorandum of agreement between the Department of Education, The Association, and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2 *Each teacher claiming additional teacher education and each teacher commencing employment with the School Division shall,*



*within sixty (60) days of September 1 or February 1 or commencement of duties, submit to the School Division proof of having applied for a statement of qualifications to be issued by the Teacher Qualifications Service of the Association.*

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

- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2 *The adjustment dates for increased teacher's education shall be September 1, and February 1.*
- 3.3.3 *For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
  - 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 School Division 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 a School Division may be carried over for calculation of experience increments in the following school year with that same School Division.*
- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*
- 3.4.5 *The number of years of teacher experience for placement on the salary schedule shall be determined upon commencement of employment, the beginning of each school year or February 1st of each school year.*
- Any teacher in the employ of the School Division wishing to have previous employment evaluated shall provide necessary documentation to the Superintendent of Schools at the above time period, prior to the completion of three consecutive years of service with the School Division.*
- 3.4.6 *A year of teaching experience in a school under the jurisdiction of a provincial, state or national Department of Education is any one school year during which a teacher has rendered service in an ECS through Grade 12 school under contract for not less than one hundred twenty (120) days. A teacher who has rendered service in an ECS through Grade 12 school under contract for not less than sixty (60) days in any one school year shall receive credit for one-half year of teaching experience. An ECS through Grade 12 school is any school where any or all grades from ECS through Grade 12 are offered. One-half year teaching experience not to be paid*

*except that two (2) one-half years of teaching experience in different school years shall count as one (1) year of teaching experience. Experience evaluations of School Division staff prior to January 1, 1982 shall not be affected by the terms of this clause.*

*3.4.7 Notwithstanding clause 3.4.6, any teacher hired on a regular part-time basis such that one hundred twenty (120) full days of teaching cannot be accumulated in one (1) school year, or sixty (60) days in one semester, shall receive credit for one (1) year's teaching experience upon a total accumulation of one hundred twenty (120) full days of teaching. Such credit shall be determined on the dates specified in clause 3.4.5.*

*3.4.7.1 Any teacher hired on a regular part-time basis such that one hundred twenty (120) full days of teaching cannot be accumulated in one (1) school year, or sixty (60) days in one semester, shall receive credit for one (1) year's teaching experience upon a total accumulation of one hundred twenty (120) full days of teaching within 2 consecutive years. Such credit shall be determined on the dates specified in clause 3.4.5.*

*3.4.8 Teaching experience obtained by a teacher prior to engagement by the School Division is counted as if it had been teaching experience in schools under the School Division. Teachers claiming recognition for prior teaching experience shall be responsible for providing documentation from their previous employer which verifies the previous experience. Evidence that such documentation has been requested from previous employers shall be presented to the School Division within sixty (60) days of commencing employment with the School Division.*

*3.4.9 No teacher shall receive credit for teaching experience gained while the teacher was not holding a valid teaching certificate.*

*3.4.10 A teacher who has rendered substitute service to the School Division may accumulate one (1) experience increment by combining service rendered as per Article 3.4.1.b provided that a minimum of one hundred twenty (120) days service has been rendered during this five-year period.*

**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 School Division.*

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

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

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

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

#### *Prior Experience*

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

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

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

- 3.4.8 *A teacher requesting that the School Division recognize experience earned with a previous employer shall provide to the School Division written confirmation from the previous employer certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
  - c) *The written confirmation is signed by an authorized officer of the previous employer.*
- 3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous School Division.*
- 3.4.10 *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*
- 3.4.11 *Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

### **3.5 *Special Considerations: Effective September 1, 2019***

- 3.5.1 *In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the School Division shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the School Division.*
- 3.5.1.1 *Teachers must present valid proof of education and experience, satisfactory to the School Division, prior to this evaluation.*
  - 3.5.1.2 *This evaluation shall be conducted when a teacher is hired to teach a CTS or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or*

*when a teacher upgrades their trade or other qualifications.*

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

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

### **3.6 Other Rates of Pay (Effective March 17, 2020)**

#### **3.6.1 Service Outside of Operational Days**

*3.6.1.1 Teachers who are assigned to work outside of operational days as required by the Superintendent or designate will be compensated at 1/200 of their annual salary per full day of work or 1/400 per half day (three hours or less).*

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

### **4.1 Administration Allowances**

#### **4.1.1 Principal Allowance**

*4.1.1.1 In addition to their salary in clause 3.2.3, each principal shall receive monthly an allowance equal to 1/12th of the following schedule based on the number of teachers, including the principal and vice principal:*

- 5% of the 4th year minimum for each of the first five (5) teachers;*
- 2% of the 4th year minimum for each of the next five (5) teachers;*
- 1.5% of the 4th year minimum for each remaining teacher.*

*Each principal shall receive a minimum allowance of 25% of the 4<sup>th</sup> year minimum step of the salary grid. For the purpose of this clause, a proportionate allowance shall be paid for part-time teachers.*

*4.1.1.2 Effective September 1, 2019, notwithstanding any other provision in the Collective Agreement, principals shall*

*receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

#### **4.1.2 Vice Principal Allowance**

*4.1.2.1 In addition to their salary in clause 3.2.3, each vice principal, or other administrative support personnel, shall receive 60% of the allowance paid to the principal, except that where there are more than one vice principal or other administrative support personnel in a school, a sum equal to the principal's allowance shall be divided between or among them in the ratio of their responsibilities.*

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

#### **4.1.3 Coordinating Principal Allowance**

*4.1.3.1 The Coordinating Principal shall receive an allowance which is the greater of their school based principal allowance (red circled) or the minimum principal allowance which is equal to 25 per cent of the fourth year minimum step of the salary grid.*

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

#### **4.1.4 Literacy Coaches Allowance**

*4.1.4.1 The Literacy Coaches are teaching positions based out of central office, which are paid pursuant to the normal teaching salary applicable in the Collective Agreement.*

#### **4.1.5 Vice Principal in Hutterite Schools**

*4.1.5.1 One teacher assigned to each Hutterite school in Palliser School Division shall be assigned the designation "vice principal."*

*4.1.5.2 The designation "vice principal" shall apply only while the teacher is assigned to the Hutterite school, and shall terminate should the teacher's assignment change.*

*4.1.5.3 The vice principal administration allowance received by each teacher shall be determined as per clause 4.1.2 of*

*the collective agreement (i.e., 5% of the Hutterian principal's allowance).*

#### **4.1.6 Specialist Allowance**

*4.1.6.1 The School Division has established the position of Specialist. It is hereby agreed the Specialist shall receive an allowance equal to 25 percent of the fourth year minimum of the salary grid per annum.*

#### **4.2 Red Circling**

4.2.1 If a Principal or Vice Principal is transferred by the School Division to a position for which the administrative allowance is a lesser amount than they are receiving at the time the notice of transfer is provided to the Principal or Vice Principal, they will continue to receive the allowance in effect on the date of notice of transfer until such time as that amount equals the allowance in effect for the position to which he or she has been transferred, or for a period of three consecutive school years, whichever period of time is less.

4.2.2 This provision shall not apply if a Principal or Vice Principal requests a transfer in writing.

#### **4.3 Acting/Surrogate Administrators – Compensation**

4.3.1 In a school where regularly designated administrative personnel are absent, a teacher shall be designated by the School Division to be acting principal and shall be paid an amount equivalent to 1/400th of 60% of the principal's allowance for each half-day of the principal's absence. This is to be accumulated at the end of December and at the end of June and paid in a lump sum.

#### **4.4 Teachers with Principal Designations (Effective until March 17, 2020)**

4.4.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

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



*principal's designation will be five years as of August 31, 2018, the School Division must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*

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

**4.4 Teachers with Principal Designations (Effective March 17, 2020, the following repeals and replaces clause 4.4 above)**

- 4.4.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years.*

**4.5 Other Administrator Conditions**

**4.5.1 Lieu Days**

- 4.5.1.1 Effective until March 17, 2020, two lieu days with full pay and benefits shall be granted to Principals. These days will not be carried over and will not be paid out. The principal will take into consideration the operation of the school and consult with the Superintendent before requesting the lieu days.

Effective March 17, 2020, two (2) lieu days with full pay and benefits shall be granted to Principals and one (1) day for vice-principals (not including colony vice-principals). These days will not be carried over and will not be paid out. The principal and vice-principal will take

into consideration the operation of the school and consult with the Superintendent before requesting the lieu days.

## **5. SUBSTITUTE TEACHERS**

### **5.1 Rates of Pay**

- 5.1.1 *A substitute teacher means a teacher employed on a day-to-day basis.*
- 5.1.2 *Effective until April 30, 2019, substitute teachers shall be paid the following rates of pay, inclusive of holiday pay: \$199.29 per day;*
- 5.1.3 *The School Division shall pay the appropriate retroactive pay to all substitute teachers employed during the sixty (60) working days prior to the date of ratification.*
- 5.1.4 *Substitute teachers who have been employed during the term of this agreement but have not been employed within the sixty (60) working day period preceding the date of ratification of this agreement shall be paid the appropriate retroactive pay upon written application to the School Division within sixty (60) calendar days of the date of ratification of this agreement. The School Division shall bear no responsibility for informing individuals of their written application rights under this clause.*
- 5.1.5 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$200.00 plus six percent (6%) vacation pay of \$12.00 for a total of \$212.00.*
- 5.1.6 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

### **5.2 Commencement of Grid Rate**

- 5.2.1 *Number of days to go on grid: The rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive days shall be effective the sixth consecutive day, according to placement on the salary grid subject to the terms of this agreement.*
- 5.2.2 *Notwithstanding clause 5.1, a substitute teacher who fills a teaching position for more than four (4) consecutive days and who accepts a*

*contract of employment with the School Division shall be paid effective the first day according to placement on the salary grid.*

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

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

#### **5.3.1 Cancellation of Substitute Assignment**

- 5.3.1.1 Where a substitute teacher has accepted per diem employment, such employment shall not be cancelled without at least twelve (12) hours notice.
- 5.3.1.2 If a teacher cancels without at least twelve (12) hours notice, the teacher will be responsible for the cost of the substitute teacher.
- 5.3.1.3 If twelve (12) hours notice is not provided, the substitute teacher shall be assigned other duties within the school by the principal or designate.
- 5.3.1.4 Where a substitute teacher position is cancelled without at least twelve (12) hours notice due to the cancellation of a scheduled event or other School Division decision, the cost of the substitute shall be the responsibility of the School Division.

## **6. PART TIME TEACHERS**

- 6.1 *FTE Definition: Effective September 1, 2017, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*
- 6.1 *FTE Definition: Effective September 1, 2019, this provision repeals and replaces clause 6.1 above. Part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*

## **6.2 Contiguous Assignment**

- 6.2.1 A part-time teacher's assignment should be contiguous. In the event that a part-time teacher's assignment is not made contiguous, they will be provided with a written rationale of the decision.

## **7. GROUP BENEFITS**

### **7.1 Group Health Benefit Plans, Carrier and Premiums**

*The School Division contributions of the monthly premium for ASEBP and the Alberta Health Care premium shall be one hundred percent (100%).*

*Payment of the Division's contributions for the teacher shall be ordered in the following manner:*

- 7.1.1 *Extended Health Care – Plan 1*
- 7.1.2 *Dental Care – Plan 3*
- 7.1.3 *Extended Disability Benefit – Plan D*
- 7.1.4 *Vision Care Plan 3*
- 7.1.5 *Life – Plan 3, Accidental Death & Dismemberment – Plan 2*
- 7.1.6 *Alberta Health Care Insurance*

### **7.2 Group Benefits Eligibility**

*The School Division shall effect and maintain:*

- a) *Alberta School Employee Benefit Plan (ASEBP)*

- 7.2.1 *Extended Disability Benefit - Plan D*
- 7.2.2 *Life - Plan 3, Accidental Death & Dismemberment - Plan 2*
- 7.2.3 *Extended Health Care - Plan 1*
- 7.2.4 *Dental Care - Plan 3*
- 7.2.5 *Vision Care Plan 3*

- b) *Alberta Health Care Insurance (AHC)*

*applicable to and for the benefit of teachers in its employ according to the provisions of the plans.*

7.2.6 *All teachers shall be members of the ASEBP - Plan D, Schedule 2, as defined in 7.2(a) (7.2.1) & (7.2.2).*

7.2.7 *With respect to clause 7.2, it is understood that participation in ASEBP - Extended Health Care Plan 1, Dental Care Plan 3 and Alberta Health Care Insurance is not a condition of employment.*

### **7.3 Health Spending Account**

7.3.1 *Effective until August 31, 2019, the annual contribution to the health spending account shall be \$425.*

*Effective September 1, 2019, the annual contribution to the health spending account shall be \$725.*

Effective March 17, 2020 and upon approval from ASEBP as to date of commencement, the School Division shall provide a Health Spending Account/Wellness Spending Account (HSA/WSA) to all eligible teachers. The plan shall be administered by ASEBP in accordance with the Canada Revenue Agency and the Income Tax Act of Canada for the benefit of the teacher, their partner, and dependents.

### **7.4 Other Group Benefits**

7.4.1 **Employment Insurance Premium Reduction:** It is understood that payment made toward the aforementioned benefit plans shall permit the School Division to retain and not pass on to teachers any rebates of premiums otherwise required under Unemployment Insurance Commission regulations.

## **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 School Divisions 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) School Division 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 School Division to occur at a particular time and place within a reasonable work day.*

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

*8.2.3 Time spent traveling to and from professional development opportunities identified in 8.2.1 (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 Other Conditions of Practice**

- 8.3.1 *Staff deployment and administrative time shall be the responsibility of the Superintendent and principal in consultation with their staff.*
- 8.3.2 The School Division shall set and designate in each school year calendar two (2) days for classroom teachers to be free from students to perform tasks related to classroom duties.

### **8.4 School Calendar**

- 8.4.1 The School Division shall notify the local executive 90 days prior to changes to the Division approved school calendars, except when mutually agreed upon between the local executive and the School Division.

### **8.5 Duty Free Lunch (Effective April 7, 2019)**

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

- 8.5.1 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the School Division.*
- 8.5.2 *When reasonable, this break shall occur in the middle of the assignment.*
- 8.5.3 *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

## **9. PROFESSIONAL DEVELOPMENT**

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

- 9.1.1 *Teacher Professional Growth Plans will consider but will not be required to include the School Division's goals.*
- 9.1.2 *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*

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

## **9.2 Professional Development Fund (Effective until March 17, 2020)**

- 9.2.1 The School Division shall instruct each school/site to establish an annual professional development fund from the instructional budget. Allocation of the professional development funds shall be the responsibility of the school/site professional development committee including the principal. The fund is to be used exclusively for professional development activities of the certificated teaching staff. The funds shall be disbursed to certificated teachers as follows:
- a) Support for teachers to take non-credit courses for the purpose of professional improvement; and
  - b) Expenses for approved seminars, workshops, conferences and specialist councils.
- 9.2.2 The School Division contribution to the Professional Development Fund for each full-time equivalent teacher for each of the individual teacher accounts is \$375 and the school site account is \$125.
- 9.2.3 All monies remaining in the fund at the expiry of the budget year shall remain in the fund.

## **Professional Development Fund (Effective March 17, 2020)**

- 9.2.1 The School Division shall allocate funds on a year-to-year basis to be used exclusively by School Division certificated teachers for professional development activities each school year.
- 9.2.2 The School Division contribution to the Professional Development Fund for each full-time equivalent teacher is \$425 per year.
- 9.2.2.1 Effective September 1, 2020, in the event of a carry-over in professional development funds exceeds \$300,000, the amount over \$300,000 shall be deducted from the board's annual contribution for that school year.
  - 9.2.2.2 Surplus funds from individual teacher Professional Development accounts prior to September 1, 2019 shall not be included in the amount referred to in 9.2.2.1.
  - 9.2.2.3 Prior to a teacher accessing any funds from the Professional Development Fund, they must first access



any money remaining in their individual teacher Professional Development accounts. When the balance of the individual teacher Professional Development accounts is zero, this clause will cease to exist.

- 9.2.3 A Professional Development Fund Committee comprised of three members authorized by the Local and three members appointed by the School Division will be responsible for overseeing and managing the fund.
- 9.2.4 Prior to any use of the Professional Development Fund by a School Division certificated teacher, the expenditure must be approved in writing through a process defined by the Professional Development Fund Committee.

## **10. SICK LEAVE / Medical Certificates and Reporting**

- 10.1 *In the first year of service with the School Division, a teacher shall be entitled to twenty (20) school days of sick leave at full salary. During the second and subsequent years of service, sick leave with full salary will be granted for 90 calendar days.*
- 10.2 *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall continue to be entitled to the full number of sick leave days stipulated in clause 10.1. Notwithstanding the above, after twenty (20) school days of continuous absence during a teacher's first year of service, no further salary shall be paid. After ninety (90) calendar days of continuous absence during a teacher's second or subsequent years of service, no further salary shall be paid and the provisions of ASEBP shall take effect. A teacher who, in the second or subsequent year of service, returns to work after a continuous absence of ninety (90) calendar days shall have sick leave entitlement under clause 10.1 reinstated.*
- 10.3 *A teacher who has had previous service with the School Division and re-enters its employ within twenty-six (26) months of leaving, and upon production of a medical certificate of good health, the sick leave accumulated under clause 10.2 during the period of employment with the School Division shall be reinstated to the credit of the teacher.*
- 10.4 *The provisions of clause 10.2 shall not be altered because of a teacher's leave of absence.*
- 10.5 *Before any payment is made under the foregoing regulation, the teacher may be required to provide:*

- 10.5.1 *A declaration, on a form to be provided by the School Division, where the absence is for a period of three (3) consecutive teaching days or less;*
- 10.5.2 (a) *A teacher who is absent from school duties for a period of more than 5 consecutive teaching days to obtain medical or dental treatment or because of accident, disability or sickness must provide the School Division with a medical leave certificate. The required certificate is included as Appendix 1 at the end of the collective agreement. The certificate must be provided as soon as reasonably possible. The cost of completing the medical leave certificate shall be borne by the School Division upon presentation of a receipt.*
- (b) *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of more than 30 calendar days must provide Palliser with a return to work certificate at least 7 calendar days prior to returning to work. The certificate is included as Appendix 2 at the end of the collective agreement. The cost of completing the return to work certificate shall be borne by the School Division upon presentation of a receipt.*
- 10.5.3 *A further medical certificate will be required if the condition of the employee changes substantially from the prognosis on the previous medical certificate.*
- 10.5.4 *The School Division may require a teacher to undergo a medical examination by a physician named or approved by the School Division. All costs associated with the medical examination shall be borne by the School Division.*

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

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

#### **Maternity Leave**

- 11.1.1 *Teachers are entitled to maternity leave to a maximum of fifteen (15) weeks. Leave shall be granted under the following conditions:*
- 11.1.2 a) *The leave will begin and end at the discretion of the teacher. The teacher shall, when possible, notify the School Division of her leave requirements three (3) months in advance of the first day of said leave, but no later than two (2) weeks before the said leave.*

- b) *The School Division may request a statement from a physician indicating the approximate date of delivery.*
- c) *The teacher shall, when possible, give the School Division thirty (30) days, but not less than fourteen (14) days notice, in writing, of the intended return date.*

11.1.3 *The School Division shall pay the portion of the teacher's benefit plan premiums specified in article 7.1 of this agreement during the fifteen (15) weeks of maternity leave.*

11.1.4 *When a teacher on continuous contract is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher shall be eligible for one (1) of the following options:*

11.1.5 a) *If the absence begins prior to ten (10) 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 extended disability benefits;*

b) *If the absence begins within the ten (10) week period before the estimated date of delivery, or on the date of delivery, the teacher shall choose either (1) or (2) below, and shall normally notify the School Division of that choice a minimum of two (2) weeks prior to the planned commencement date of the leave. Such choice shall apply immediately and remain in effect until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.*

1. *The School Division shall implement and maintain a Supplemental Unemployment Benefits (SUB) Plan which shall provide teachers on maternity leave with ninety-five percent (95%) of their weekly salary under the SUB Plan during the thirteen (13) weeks of leave.*

2. *The teacher may access sick leave entitlement with pay as specified in clause 10 of the collective agreement only for the period of sickness or disability.*

#### 11.1.6 **Parental Leave**

a) *The School Division shall grant parental leave to a teacher, without pay or benefits, in the following circumstances:*

1. *In the case of a teacher entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the teacher's maternity leave.*

2. *In the case of a parent who is employed by the School Division, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth.*

#### **11.1.7 Return to work**

- a) *A teacher returning from a maternity leave of fifteen (15) weeks or less shall be returned to the school(s) to which the teacher was assigned at the commencement of the leave. The phrase "returned to the school(s) to which the teacher was assigned at the commencement of the leave" does not imply that a teacher on leave has any advantage or disadvantage in the event that a staff reduction or program change becomes necessary in a particular school.*
- b) *A teacher who wishes to extend a personal leave under clause 11.1.6 beyond the fifteen (15) week maternity leave period shall be returned to a teaching position no less favorable than the position occupied prior to the commencement of the leave.*

11.1.8 *The period of leave during which a teacher is in receipt of Supplementary Unemployment Insurance Benefits shall be included as days required for accumulation of an increment.*

#### **11.1.9 Notice of Parental Leave**

- a) *A teacher must give the School Division six (6) weeks of notice of the date the teacher will start parental leave unless the medical condition of the birth mother or child makes it impossible to comply with the requirement.*
- b) *If the teacher cannot comply with the written notice requirement for any of the reasons stated under section 11.1.9(a), the teacher must give the School Division written notice at the earliest possible time of the date that the teacher will or has started parental leave.*

#### **11.1.10 Notice of Resumption of Employment**

*A teacher who wishes to resume work on the expiration of a maternity leave or parental leave shall give the School Division 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.*

#### **11.1.11 Adoption Leave**

*11.1.11.1 The School Division shall grant, without pay or benefits, in the case of an adoptive parent who is employed by the School Division, 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.*

*11.1.11.2 a) A teacher returning from an adoption leave of thirty-seven (37) weeks or less shall be returned to the school(s) to which the teacher was assigned at the commencement of the leave. The phrase "returned to the school(s) to which the teacher was assigned at the commencement of the leave" does not imply that a teacher on leave has any advantage or disadvantage in the event that a staff reduction or program change becomes necessary in a particular school*

*11.1.11.3 b) A teacher who is granted additional leave under clause 14.7 beyond the thirty-seven (37) weeks adoption leave period shall be returned to a teaching position no less favorable than the position occupied prior to the commencement of the leave*

#### **11.1.11.4 Notice of Adoption Leave**

*a) A teacher must give the School Division six (6) weeks' notice of the date the teacher will start parental leave unless the date of the child's placement with the adoptive parent was not foreseeable.*

*b) If the teacher cannot comply with the written notice requirement for any of the reasons stated under section 11.1.11.4(a), the teacher must give the School Division written notice at the earliest possible time of the date that the teacher will start or has started parental leave.*

#### **11.1.11.5 Notice of Resumption of Employment**

*a) A teacher who wishes to resume work on the expiration of an adoption leave shall give the School Division 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.*

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

- 11.2.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Division 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 School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to clause 11.2.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than 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 School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division 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 School Division 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 School Division 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 School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied*

*at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

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

### **11.3 Salary Payment and Benefit Premium**

- 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 School Division shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during 13 weeks of leave.*

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

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

*A teacher may request from the School Division a temporary leave of absence as follows and where approved, the temporary leave of absence will be with pay provided the following conditions are met:*

- 12.1 *A paid day of personal leave, for not more than one (1) day in any school year, may be requested by a teacher for attending to private concerns in accordance with the following:*

- 12.1.1 Where the one paid day is not used in a school year, it may be carried forward to be used in the next school year but not any further.
- 12.1.2 Effective until March 17, 2020, a request for personal leave under this clause must be made in accordance with the following conditions:
- a) in writing
  - b) on the form established by the School Division
  - c) to the Superintendent, through the teacher's principal or supervisor,
  - d) at least two (2) weeks in advance of the date(s) the teacher wishes to use the personal leave days,
  - e) stating the replacement arrangement to be put in place should the requested days be approved, and
  - f) the availability of a substitute teacher (if required) at the time of the request.

Effective March 17, 2020, subject to the operational needs of the school and the availability of a substitute teacher (if required) at the time of the request, a request for personal leave may be granted by the employer.

- a) The teacher must submit the request to the Superintendent or designate through the teacher's principal or supervisor, in the absence reporting system.

- 12.1.3 Effective until March 17, 2020, without the permission of the employer a personal leave under this clause shall not be used:
- a) in conjunction with any holiday or holiday period exceeding four (4) days including weekends
  - b) during any scheduled Parent-Teacher Interview days,
  - c) to engage in any activity for financial gain, or
  - d) during scheduled professional development days.

Effective March 17, 2020, without the permission of the Superintendent or designate, a personal leave under this clause shall not be used:

- a) if the leave is requested less than 72 hours in advance
- b) during any scheduled Parent-Teacher Interview days,
- c) to engage in any activity for financial gain, or
- d) during scheduled professional development days.

12.1.4 Teachers on a term contract must be under contract for a minimum of sixty (60) instructional days before being eligible for leave under this clause.

12.2 Temporary leave of absence with pay, provided the School Division is reimbursed for the cost of a substitute, shall be granted to teachers as follows:

12.2.1 Personal leave for not more than three (3) days in any school year shall be granted for attending to private concerns. Where possible, at least one day's notice shall be given to the principal, or in the case of a principal, to the Superintendent or his office.

12.2.2 Effective March 17, 2020, the cost of the substitute will be reimbursed to the School Division whether a substitute is required or not.

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

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

13.2 *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per clause 13.1. Such leaves will not be unreasonably denied.*

13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed*

*to by the School Division, the teacher, and the Association and is at no cost to the School Division.*

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

## **14. OTHER LEAVES**

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

### **14.1 Critical Illness**

- 14.1.1** *For not more than five (5) teaching days, if necessary, because of the critical illness or death of a relative of the teacher or of the teacher's spouse.*

### **14.2 Graduation and Convocation Leave**

- 14.2.1** For the period of one (1) day, plus one (1) day for traveling, if necessary, per school year to attend the teacher's convocation of a university or graduation from a post-secondary institution.
- 14.2.2** For not more than two (2) days per school year for the purpose of writing examinations in academic or professional courses, including travel time, if necessary.
- 14.2.3** For the period of one (1) day, plus one (1) day for traveling, if necessary, to attend the convocation or graduation from a high school and/or post-secondary institution of the teacher's spouse or child.

### **14.3 Impassable Roads Leave and Inclement Weather Leave (Effective until March 17, 2020)**

- 14.3.1** For those days on which a teacher is unable to reach the school from the teacher's usual place of residence because of impassable roads when the absence is approved by the principal.
- 14.3.2** When a school is closed for all students due to inclement weather, health reasons or physical plant breakdown, teachers shall not be required to attend the affected school.

### **14.3 Impassable Roads Leave and Inclement Weather Leave (Effective March 17, 2020)**

- 14.3.1 When, despite reasonable efforts, a teacher is unable to reach the school from their usual place of residence because of impassable roads or failure of transportation facilities other than their own, on these days:
  - 14.3.1.1 The teacher will notify their principal of their absence as soon as possible and enter the absence into the School Division absence reporting system.
  - 14.3.1.2 Where roads are reopened or become passable during the workday, the teacher is expected to attend their place of work for the portion of the day remaining, reflective of their teaching assignment.
- 14.3.2 When a school is closed by the Superintendent, teachers shall not be required to attend the affected school.

### **14.4 Family Medical Leave**

- 14.4.1 *For four (4) days per school year to attend to the medical/dental needs of immediate family members*

### **14.5 Leave for Child's Arrival**

- 14.5.1 For two (2) teaching days per year in the event of the birth of the teacher's child or the adoption of a child by the teacher.

### **14.6 Jury Duty/ Court Appearance Leave**

Leave of absence without loss of salary shall be granted for

- 14.6.1 Jury duty or any summons related thereto; or
- 14.6.2 To answer a subpoena or summons, to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, provided that the teacher remits to the School Division any witness fee or jury stipend (excluding allowances and/or expenses set by the court or other body).

### **14.7 Discretionary Leave**

- 14.7.1 Additional leaves of absence may be granted by the School Division for reasonable causes with or without pay and with or without benefits.

## **14.8 Deferred Salary Leave Plan**

14.8.1 The School Division shall implement a Deferred Salary Leave Plan.

## **15. CENTRAL GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

15.7 *The written notice shall contain the following:*

- a) A statement of the facts giving rise to the difference,*
- b) The central item or items relevant to the difference,*

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

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

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

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

- a) TEBA and the Association.*
- b) Any affected School Division.*
- c) Teachers covered by the collective agreement who are affected by the award.*

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

**Effective May 1, 2019, the following clauses apply for central grievances commencing on or after May 1, 2019 and shall repeal and replace clauses 15.1 to 15.16 above.**

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

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

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

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



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

- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division affected by the difference is attending a central grievance hearing.*
- 15.12 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Division, and any affected teacher or teachers.*
- 15.13 a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.14 a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.15 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*
- 15.16 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*

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

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

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

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

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

## **16. LOCAL GRIEVANCE PROCEDURE**

16.1 Any difference (hereinafter called "a grievance") arising from the contravention, interpretation, meaning, operation, application or alleged violation of this Collective Agreement, and further including any dispute as to whether the difference is arbitrable, shall, without stoppage of work or refusal to perform work, be subject to this grievance procedure. An earnest effort shall be made to settle the difference.

16.2 A teacher, the Association or the School Division may institute a grievance under the terms of this Collective Agreement.

16.3 a) The School Division may institute a grievance within thirty (30) days of the date of the incident giving rise to the grievance or the date the School Division reasonably became aware of the incident giving rise to the grievance. Such grievance shall set out the nature of the grievance, the clause or clauses of this collective agreement which it is alleged have been violated and the remedy sought in writing to the Coordinator of Teacher Welfare of the Association. The Coordinator of Teacher Welfare of the Association shall render a decision in writing within twenty (20) days.

- b) The Association may institute a grievance within thirty (30) days of the date of the incident giving rise to the grievance or the date the Association reasonably became aware of the incident giving rise to the grievance. Such grievance shall set out the nature of the grievance, the clause or clauses of this collective agreement which it is alleged have been violated and the remedy sought in writing to the School Division. The School Division shall render a decision in writing within twenty (20) days.
- 16.4 Within thirty (30) days of the act giving rise to the alleged grievance, or from the day on which the teacher ought to reasonably have become aware of its occurrence, the teacher shall submit a written statement of the particulars of the complaint, the clause or clauses contravened and the redress sought to the Superintendent of Schools or designate of the School Division and the teacher shall forward a copy to the TWC Chair and the Coordinator of Teacher Welfare of the Association. The Superintendent of Schools or designate shall render a decision in writing within twenty (20) days of receipt of such notice.
- 16.5 If the grievance is unresolved under clauses 16.3 or 16.4, either of the parties may notify the other in writing, within ten (10) days of the decision, of the desire to submit the difference to arbitration. The notification will contain a statement indicating the difference and the party's nominee to an Arbitration Board.
- 16.6 Within ten (10) days after receipt of the notification provided for in clause 16.5 the party receiving such notice shall inform the other party of the name of its appointee to an Arbitration Board.
- 16.7 Where appointees to an Arbitration Board have been named by the parties, the parties shall, within ten (10) days endeavour to select a mutually acceptable Chairperson for the Arbitration Board. If the parties' nominees are unable to agree upon the choice of a Chairperson they shall immediately request the Director of Mediation Services to appoint a Chairperson.
- 16.8 After a Chairperson has been selected or appointed, the Arbitration Board shall meet with the parties within twenty (20) days and shall render its decision in writing to the parties as soon as possible after the completion of the hearing.
- 16.9 The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 16.10 The findings and decision of a majority is the award of the Arbitration Board and is final and binding upon the parties and upon any employee affected

by it. If there is not a majority, the decision of the Chairman governs and it shall be deemed to be the award of the Arbitration Board.

- 16.11 Any Arbitration Board decision shall be governed by the terms of this Collective Agreement and the Arbitration Board shall not alter, amend or change any terms of this Collective Agreement.
- 16.12 Each party to a grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chairperson.
- 16.13 All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sunday and other holidays.
- 16.14 Any of the aforesaid time limits may be extended at any stage upon the written consent of each party.
- 16.15 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor or the party filing the grievance fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned.

## **17. EMPLOYMENT**

### **17.1 Transfers**

- 17.1.1 The School Division, if requesting a teacher to transfer to another school in another community, shall pay to that teacher moving expenses of \$1000, provided that the teacher finds it necessary to relocate the teacher's place of residence to the new community.

### **17.2 Information and Files**

- 17.2.1 Newly appointed teachers may be required to present a medical certificate of good health.
- 17.2.2 The School Division and Association recognize the advantage and acknowledge the mutual benefits to be derived from communication through the various channels that are available to them.
- 17.2.3 The School Division shall submit proposed School Division policies pertaining to teachers to the Executive of the Association Local No. 19 during the time which schools are operated. The Executive shall be given a minimum of four (4) weeks to provide feedback on proposed policies that pertain to teachers. The School Division will not implement a proposed policy within the four (4) weeks.

- 17.2.4 Effective until March 17, 2020, the School Division shall provide each teacher in their employ with a copy of the Alberta School Employee Benefit Plan explanatory booklet, as well as the member's insurance card. A copy of the School Division's *Policy Handbook* shall be placed in each staff room. The School Division shall post a copy of the collective agreement on the division's website within thirty (30) days after the signing of the agreement by the Association Coordinator of Teacher Welfare.

Effective March 17, 2020, a digital copy of the School Division's *Policy Handbook* shall be made available to each teacher through the School Division's website. The School Division shall post a copy of the collective agreement on the division's website within thirty (30) after the signing of the agreement by the Association Coordinator of Teacher Welfare.

### **17.3 Temporary/Probationary Teachers' Notice**

- 17.3.1 A teacher not in receipt of a continuous contract shall, where possible, be notified, in writing, by the Superintendent of Schools forty-five (45) days prior to the end of the current school year as to whether or not the teacher will be offered a continuous contract.

### **17.4 Association Fees**

- 17.4.1 The School Division shall, through payroll deduction, collect Association fees set by by-law of the Association from each teacher covered by this collective agreement.
- 17.4.2 The School Division shall remit the fees collected to the Association each month and shall provide the Association, by November 30 of each school year, with a list of teachers from whom fees have been deducted.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE  
PRESENTS TO BE EXECUTED this 12th day of February, 20\_\_ A.D.

Signed on behalf of

**THE ALBERTA TEACHERS'  
ASSOCIATION**



\_\_\_\_\_  
Chair, Negotiating Subcommittee



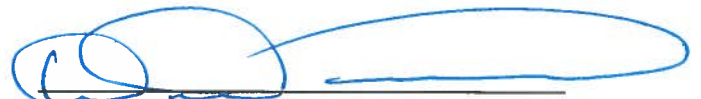
\_\_\_\_\_  
Coordinator, Teacher Welfare

Signed on behalf of

**THE PALLISER SCHOOL DIVISION**



\_\_\_\_\_  
Chairperson, Board of Trustees



\_\_\_\_\_  
Superintendent of Schools



\_\_\_\_\_  
Secretary - Treasurer

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

*Signed by the parties on October 11, 2018.*



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

1. Scope

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

2. Process

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

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

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

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

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

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

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

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

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

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

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

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

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

### **New Letter of Understanding #5 – Wellness Spending Account**

*Where WSAs exist, the WSA may be used for:*

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

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

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

### **Letter of Understanding #6: Salary Adjustments**

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

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

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

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

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

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

### **Letter of Understanding #8 – Right to Disconnect**

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

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

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



**Letter Of Understanding #9 – Pilot Project on Professional Development (Effective Until March 17, 2020)**

Pilot Project on Professional Development. This Letter of Understanding is made pursuant to Section 9 (Professional Development.)

The parties agree that ongoing professional development and collaboration for teachers is critical to achieving the vision of School Division priorities and plans, school improvement plans and a teacher's individual professional growth plan. The parties also agree that the focus of this pilot project is on teaching quality and improvement of student outcomes.

The parties shall establish a joint committee within 30 days of ratification of the collective agreement to review the Professional Development clauses. The committee will be comprised of three teachers appointed by the Teacher Welfare Committee and three members appointed by the School Division. The committee will also establish a process for evaluation, which includes the requirement for the committee to provide a written evaluation report to the Superintendent of Schools and the President of Palliser Local 19 of the Association by March 31, 2021. Costs of the committee will be shared by the Association and the School Division.

In the event that either party wishes to serve notice that they intend to terminate the pilot project, 30 days must be provided.

EXECUTED this 9th day of March, 2018 A.D.

### **Letter of Understanding #10 – Professional Development Fund Committee Report**

Effective March 17, 2020, both parties mutually agree that Letter of Understanding #9 – Pilot Project on Professional Development identified in the 2016-18 Collective Agreement is completed and replaced with the following.

The Professional Development Fund Committee Report as identified in clause 9.2.3 of this Collective Agreement shall produce a report by September 30, 2020 that includes the following:

- Terms of reference and operational guidelines for the Professional Development Fund Committee.
- Detailed guidelines explaining how certificated teachers access the Professional Development Fund and how the funds are to be used.
- A summary of usage of the fund during the 2019-2020 school year.
- An explanation of any changes the Professional Development Fund Committee has made to enhance access to the fund while at the same time ensuring the funds are used in a timely manner.

### **Letter of Understanding #11 – Unspent Site Professional Development Funds**

The parties agree that any remaining funds allocated to the school site based professional development fund in 9.2.2 of the 2016-2018 Collective Agreement be reallocated on the date of ratification (March 17, 2020).

Half of the funds will be allocated to the Professional Development Fund Committee identified in clause 9.2.3 of this Collective Agreement to use for the Professional Development of certificated teachers in the School Division. The other half will be reallocated to the School Division.

## APPENDIX 1

### MEDICAL LEAVE CERTIFICATE FOR TEACHERS THE PALLISER SCHOOL DIVISION

1 Teacher's Name: \_\_\_\_\_

2. Job Title/Occupation: \_\_\_\_\_

3. The teacher was unable to work due to medical reasons beginning:

- Date \_\_\_\_\_

4. Is the patient receiving treatment? Yes \_\_\_\_ No \_\_\_\_ None required \_\_\_\_

5. Anticipated date of return to work:

- Date \_\_\_\_\_
- If date unknown, is the absence likely to be:  
\_\_\_\_ < 30 days \_\_\_\_ 30-60 days \_\_\_\_ 61-90 days \_\_\_\_ > 90 days  
\_\_\_\_ currently indeterminable

6. Anticipated date of next reassessment, if applicable: \_\_\_\_\_

7. If the teacher is ready to return to work are they

- Fit and able to return to work with no restrictions? Yes \_\_\_\_ No \_\_\_\_
- Or fit and able to return to work with modified work? Yes \_\_\_\_ No \_\_\_\_

List of work-related restrictions:

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Attending Physician: \_\_\_\_\_ (signature)  
\_\_\_\_\_ (please print name)

Work Address of Physician: \_\_\_\_\_

## APPENDIX 2

### RETURN TO WORK CERTIFICATE FOR TEACHERS THE PALLISER SCHOOL DIVISION

1 Teacher's Name: \_\_\_\_\_

2. Job Title/Occupation: \_\_\_\_\_

3. Date of this return to work assessment: \_\_\_\_\_

4. Anticipated date of return to work: \_\_\_\_\_

5. Is the teacher ready to return to work:

• With no restrictions? Yes \_\_\_\_ No \_\_\_\_

• Or with modified work? Yes \_\_\_\_ No \_\_\_\_

If so, list work-related restrictions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Are the restrictions temporary? Yes \_\_\_\_ No \_\_\_\_

• If temporary, please specify the anticipated length of the restriction(s) (e.g. days/weeks/months) \_\_\_\_\_

• If temporary, what is the anticipated date of the teacher's next medical appointment?

\_\_\_\_\_

Date: \_\_\_\_\_

Attending Physician: \_\_\_\_\_ (signature)

\_\_\_\_\_ (please print name)

Work Address of Physician: \_\_\_\_\_