

COLLECTIVE AGREEMENT

BETWEEN

CHINOOK'S EDGE SCHOOL DIVISION NO 73

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2016 to AUGUST 31, 2018

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This collective agreement is made this ____ of _____ 20__ between Chinook's Edge School Division No. 73 (the Board) 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 School Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.

Whereas terms and conditions of employment and salaries have been the subject of negotiations between the parties;

Whereas the parties desire that these matters be set forth in an Agreement concerning terms of employment of the said teachers; and

And whereas, the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties, and shall accord with the provisions of all applicable statutes of the Province of Alberta;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and 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 Board excepting those positions agreed to be excluded in local bargaining between the Board and the Association.*

1.2 Excluded Positions

1.2.1 Superintendent,

1.2.2 Deputy or Assistant Superintendent(s) or Associate Superintendent(s)

1.2.3 Director, Curriculum and Instruction,

1.2.4 Director, Special Education,

1.2.5 Director, Technology Services

1.2.6 Divisional Psychologist(s).

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

- 1.3.1 *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*
- 1.3.2 *has exclusive authority to bargain collectively with each Board on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.4 *The Board retains those residual rights of management not specifically limited by terms of this agreement.*
- 1.5 *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.*
- 1.6 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.7 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*

2. TERM

- 2.1 *The term of this collective agreement is September 1, 2016 to August 31, 2018. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2018.*
- 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 Board 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 Board shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and the Board 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 Board 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

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by each Board, each Board 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 Board 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 Board financial statement;*
 - d) *Total benefit premium cost;*
 - e) *Total substitute teacher cost; and*
 - f) *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

- 3.1.1 Except for substitute teachers, each teacher shall be paid one-twelfth (1/12) of the annual rate of salary as follows:

- 3.1.1.1 on the 27th of the month or the Friday prior if the 27th falls on a Saturday or a Sunday;
- 3.1.1.2 not later than two (2) clear banking days prior to the Christmas vacation

3.1.2 Teachers shall have their salary payments electronically deposited to their designated bank account.

3.1.3 Substitute teachers shall be paid not later than the tenth (10th) day of the month following, provided the necessary payroll information is submitted no later than three (3) calendar days following the last teaching day of the month in which the days were taught.

3.2 Grid

3.2.1 *The Board shall pay all teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise. One (1) month salary shall be one-twelfth (1/12) part of the annual salary at the rate in effect that month.*

3.2.2 *The number of years of teacher education and the years of teaching experience, as computed according to this Agreement, shall together determine the basic salary rate of each teacher employed by the Board.*

3.2.3 *The following salary schedule, as referenced above, shall be effective as indicated:*

3.2.4 *Effective September 1, 2016*

| STEP | CAT 1 | CAT 2 | CAT 3 | CAT 4 | CAT 5 | CAT 6 |
|------|--------|--------|--------|--------|--------|--------|
| 0 | 37,691 | 43,016 | 47,858 | 59,074 | 62,603 | 66,244 |
| 1 | 39,437 | 44,897 | 50,017 | 62,558 | 66,087 | 69,727 |
| 2 | 41,176 | 46,781 | 52,176 | 66,045 | 69,571 | 73,205 |
| 3 | 42,920 | 48,662 | 54,328 | 69,527 | 73,052 | 76,688 |
| 4 | 44,663 | 50,545 | 56,485 | 73,014 | 76,535 | 80,166 |
| 5 | 46,402 | 52,423 | 58,643 | 76,497 | 80,020 | 83,653 |
| 6 | 48,148 | 54,310 | 60,799 | 79,981 | 83,503 | 87,132 |
| 7 | 49,888 | 56,189 | 62,955 | 83,466 | 86,985 | 90,612 |

| | | | | | | |
|----|--------|--------|--------|--------|--------|---------|
| 8 | 51,627 | 58,072 | 65,109 | 86,953 | 90,465 | 94,094 |
| 9 | 53,371 | 59,950 | 67,268 | 90,434 | 93,951 | 97,573 |
| 10 | 55,113 | 61,833 | 69,425 | 93,918 | 97,432 | 101,052 |

3.2.5 *Effective September 1, 2017, C1, C2 and C3 of education will be eliminated. All teachers who currently receive an annual salary under C1, C2 and C3 will be appointed to the next step within the fourth year (C4) that is the nearest, but not less than, the teacher's current annual salary. If that step on the grid is not C4 Max, the teacher is eligible for grid movement on the basis of experience increments.*

| STEP | CAT 4 | CAT 5 | CAT 6 |
|------|--------|--------|---------|
| 0 | 59,074 | 62,603 | 66,244 |
| 1 | 62,558 | 66,087 | 69,727 |
| 2 | 66,045 | 69,571 | 73,205 |
| 3 | 69,527 | 73,052 | 76,688 |
| 4 | 73,014 | 76,535 | 80,166 |
| 5 | 76,497 | 80,020 | 83,653 |
| 6 | 79,981 | 83,503 | 87,132 |
| 7 | 83,466 | 86,985 | 90,612 |
| 8 | 86,953 | 90,465 | 94,094 |
| 9 | 90,434 | 93,951 | 97,573 |
| 10 | 93,918 | 97,432 | 101,052 |

3.3 **Education**

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

3.3.2 *The adjustment dates for changes in the allowance for university education are commencement of the school year and February 1.*

3.3.3 *Each teacher claiming additional teacher education, and each teacher commencing employment with the Board shall supply satisfactory evidence of teacher education to the Board within ninety (90) calendar days from commencement of the school year or from the date of commencement of employment or adjustment dates.*

3.3.3.1 *If satisfactory evidence is not submitted within ninety (90) calendar days, salary shall be adjusted effective the beginning of the month following submission of satisfactory evidence. This clause shall not apply if the teacher submits the letter of proof of application from Teacher Qualifications Service for evaluation of teacher education to the Board within forty five (45) calendar days of commencement of employment or adjustment dates.*

3.3.4 *In the event of an appeal or re-evaluation by a teacher of an aforementioned Teacher Qualifications Service evaluation, salary will be adjusted retroactively to the date of the evaluation being appealed or re-evaluated provided such action is initiated by the teacher within sixty (60) calendar days of the date of the said Teacher Qualifications Service evaluation. Written proof of such an action by the teacher is required by the Board to substantiate a claim under these provisions.*

3.3.4.1 *If an appeal or re-evaluation is not launched by a teacher within the said sixty (60) days, salary shall be adjusted effective the beginning of the month following submission of the result of the action by the teacher provided such month is not July or August.*

3.3.5 *Until the teacher submits satisfactory evidence of qualifications, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for their teaching certificate.*

3.4 **Experience**

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 Board may be carried over for calculation of experience increments in the following school year with that same Board.*
- 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 Board being carried over for calculation of experience increments in the 2017-18 school year with that same Board.*
- 3.4.5 *A year of teaching experience shall be earned by teachers providing service for at least the equivalent of one-hundred and twenty-five (125) school days with the Board.*
- 3.4.6 *Effective until August 31, 2017, teaching experience earned by part-time teachers shall be accumulated within four (4) consecutive years. When a year of teaching experience has been accumulated, the teacher shall not begin to earn additional teaching experience until an increment has been granted at the beginning of another school year, or February 1.*
 - 3.4.6.1 *Effective September 1, 2017, teaching experience earned by part-time teachers shall be accumulated within two (2) consecutive years.*
- 3.4.7 *The number of years of teaching experience earned by a teacher prior to engagement by the Board is granted as if it had been teaching experience in schools under the Board's jurisdiction.*
- 3.4.8 *No teacher shall receive increments for experience gained while not holding a valid teaching certificate.*
- 3.4.9 *The adjustment date for changes in the number of increments allowed for teaching experience shall be at the commencement of the school year or February 1st.*
- 3.4.10 *The teacher shall be responsible to submit satisfactory evidence of teaching experience to the Board from other previous employer(s).*
- 3.4.11 *Proof of previous experience, or proof of having applied for same must be submitted to the Board within forty five (45) calendar days of commencement of the school year, or the date of*

commencement of employment or February 1, whichever is applicable.

3.4.11.1 *If such evidence is submitted within the forty five (45) calendar days, salary shall be paid according to this experience effective the date of commencement of the school year, or the date of commencement of employment or February 1, whichever is applicable.*

3.4.11.2 *If such evidence is not submitted within the aforementioned forty five (45) days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience and years of university education. The salary shall be adjusted effective the beginning of the month following submission of such evidence.*

3.5 Special Considerations: Year Round Schooling

In order to implement Year Round Schooling the following criteria shall apply.

3.5.1 Year Round Schooling means the organization of a school year in which students are provided instruction for a maximum of two hundred (200) days as per the *School Act 2000* and clauses 3.6.1.1 and 8.3.1 of the Collective Agreement. The school year shall be divided into four (4) instructional periods of roughly equal duration, separated by vacation or intersessional period(s).

3.5.2 The school year (Year Round Schooling) shall begin on or about August 1 and end on or about June 30 of each year.

3.5.3 The total length of instruction per year shall be comparable to that of a traditional school year.

3.5.4 Effective July 1, 2005 newly hired teachers or those teachers returning from an unpaid leave shall be entitled to a "transitional payment" in July and/or August provided that there is a minimum of six (6) or more scheduled work days in the month in which the teacher is hired or has returned from an unpaid leave. The total value of this transition payment(s) will be recovered from the twelve (12) regular salary payments described in clause 3.1.1, 3.1.2 and 3.2.1 above. Teachers in receipt of a transition payment(s) who do not work an entire school year shall have the value of any outstanding balance deducted from the final salary payment during that year. In subsequent years of employment, teachers will receive twelve (12) regular salary payments starting in September.

3.5.5 The traditional school year is premised on or about a September 1 “commencement of school” and a June 30 closing. The Collective Agreement is organized to reflect this premise. For the purpose of a school authorized to follow the Year Round Schooling calendar, the annual salary of its teachers shall be computed on the same basis as for all teachers covered by this Collective Agreement and paid in twelve (12) monthly intervals as computed from the beginning of the Year Round Schooling calendar, consistent with clauses 3.1.1, 3.1.2, and 3.2.1.

3.5.5.1 The salary schedule, allowances and substitute teachers salary of staff designated to teach in a school authorized to use the Year Round Schooling calendar that reflects an on or about August 1 commencement of class shall be computed in a manner consistent with the Collective Agreement.

3.5.5.2 More specifically, for a school authorized to follow a Year Round Schooling calendar, the following clauses shall be applied as though they read August 1, instead of September 1.

| | |
|-----------------------------|--|
| a. Clause 3.2.4 – 3.2.5 | Salary Schedule |
| b. Clause 4.2, 4.2.1, 4.2.2 | Administration and Administrative Allowances |
| c. Clause 4.2.3 | Additional Allowances |
| d. Clause 3.3 | Teacher Education |
| e. Clause 5.1 | Substitute Teachers |

3.5.6 Whenever time specific days are stipulated in the Collective Agreement, the commencement of the school year shall be deemed to be on or about August 1 for the Year Round Schooling or on or about September 1 for Traditional Schooling.

3.5.7 The intersession and activities instruction periods shall be deemed as non-instruction periods for teachers assigned to the Year Round Schooling calendar. This non-instruction portion shall be deemed to be the vacation period for all certificated personnel.

3.5.8 In a school authorized to follow a Year Round Schooling calendar, Kindergarten may be offered concurrently with the Grades 1-6 classes.

3.6 Other Rates of Pay

3.6.1 Service Outside the Operational Days

3.6.1.1 A teacher regularly assigned to classroom duties who agrees to render service in excess of two hundred (200) days shall be paid at the rate of 1/200 of the rate of his/her total salary for each day he/she is so employed in excess of two hundred (200) days or 1/400 per half day (less than three hours).

3.6.1.2 Notwithstanding 3.6.1.1, a teacher not in receipt of an allowance above regular teacher (grid) salary who has been directed to undertake an individual assignment by the Superintendent or designate which falls on a weekend or school break (including summer break) shall be paid at the rate of 1/200th of the rate of his/her total salary for each day he/she is so employed or 1/400th per half day (less than three hours).

3.6.1.3 Notwithstanding 3.6.1.1, it is recognized that teachers who are in receipt of an administrative or supervisory allowance, shall accept the professional responsibility of having their units operational on the opening day of school each school term, semester or other division of the school year. In a like manner, such teachers shall accept the professional responsibility of completing all activities connected with school opening and closing.

3.6.2 Presentations At Teachers' Conventions

3.6.2.1 A teacher who is engaged by an Alberta Teacher's Association Convention Association as a speaker shall be entitled to retain any honorarium and/or stipend provided by the Convention Association in addition to their regular salary and allowances for that day.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

4.1.1 The Board may create or fill administrative positions other than those specifically enumerated in clause 4.2.3 hereof, provided that additional allowances are negotiated with Association Local No. 17 Teacher Welfare Committee's negotiating subcommittee before advertising and filling such position. If after ten (10) days from the time the notice is given to the committee no agreement is reached, the Board may proceed to fill the position with the understanding

that the amount of the allowance will be on the bargaining table at the next round of salary negotiations.

4.2 Administration Allowances

In addition to the foregoing salary, there shall be paid administrative allowances in accordance with the following schedule:

4.2.1 Principal Allowances

4.2.1.1 *Effective September 1, 2015, Principals shall be paid*

| | |
|----------------------|---------------------|
| Base of 100 students | \$16,268 |
| 101-200 students | \$29.77 per student |
| 201-300 | \$24.74 |
| 301-400 | \$21.46 |
| 401-500 | \$21.37 |
| 501-600 | \$20.62 |
| 601-700 | \$19.48 |
| 701+ | \$17.99 |

4.2.2 Vice Principal Allowances

4.2.2.1 *Effective September 1, 2015, Vice Principals shall be paid*

| | |
|----------------------|---------------------|
| Base of 100 students | \$8,131 |
| 101-200 students | \$14.87 per student |
| 201-300 | \$12.38 |
| 301-400 | \$10.74 |
| 401-500 | \$10.70 |
| 501-600 | \$10.30 |
| 601-700 | \$9.73 |
| 701+ | \$9.00 |

4.2.3 Additional Allowances

4.2.3.1 *The additional allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

4.2.3.2 In addition to the salary specified in 3.2, there shall be paid additional allowances for other designated administrative positions as follows:

| | |
|--------------------------------------|---------|
| Division Coordinators | \$7,454 |
| Department Heads | \$3,841 |
| Teachers of Hutterite Colony schools | \$3,070 |
| Self-Managed Team Member | \$3,070 |
| Curriculum & Instruction Leaders | \$3,070 |

4.2.3.3 Note: Division Coordinators appointed prior to September 1, 2005 shall be paid an allowance of \$7,523.

4.2.4 The pupil count for all administrative allowances to be as of September 30 in each school year and Kindergarten students shall be counted in the same fashion as they are counted for grant purposes by Alberta Education.

4.3 Red Circling

4.3.1 When an administrator is transferred at the Board request, the affected administrator’s administrative allowance shall not be reduced below the administrative allowance (inclusive of any negotiated adjustment for that school year) paid to the administrator prior to the transfer, for a period of three (3) years. At the commencement of the fourth and subsequent years, the affected administrator’s administrative allowance will be reduced by twenty percent (20%) until the amount of the administrative allowance is equal to the new administrative allowance payable.

4.3.2 When a principal is seconded by division office to work on a project basis, the principal will continue to receive the same allowance during the secondment that the principal was receiving just prior to being seconded.

4.4 **Acting/Surrogate Administrators – Compensation**

- 4.4.1 When in the absence of the principal, the vice-principal or other designee acts in his/her place for a period of five (5) or more consecutive school days, the vice-principal or other designee shall be designated as acting principal and shall receive an allowance computed as per 4.2.1 effective the fifth day and every consecutive day thereafter of the period during which he or she is designated.
- 4.4.2 In schools where there is not a vice principal, a teacher shall be designated acting principal and will be paid in accordance with the administration formula specified in article 4.2.1 effective the fifth consecutive day of the principals absence, and prorated in accordance with the service rendered.
- 4.4.3 Such designation shall terminate upon the return to duty of the principal or either the principal or vice-principal(s), or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

4.5 **Teachers with Principal Designations**

- 4.5.1 *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 Board must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2 *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 Board 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.*
- 4.5.3 *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 Board 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.*

4.6 Other Administrator Conditions

4.6.1 Appointment and Allocation of Administrators

4.6.1.1 In a school where there are nine (9) or more teachers including the principal, the Board shall designate one (1) teacher to be vice-principal, unless an alternative administrative designation is deemed to be more practical after consultation and agreement between the Board and the principal and staff of the school concerned.

4.6.2 Lieu Days

4.6.2.1 Principals shall receive one (1) day in lieu per year as recognition for time worked outside of the approved school calendar. This day is not subject to carry-over or payout.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 *Effective September 1, 2015, substitute teachers shall be paid a per diem rate, the amount of which shall include vacation pay, as follows:*

\$199.12 per day

\$119.47 per half day

5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid: Effective September 1, 2010, a substitute teacher who teaches three (3) or more consecutive days in the same teaching position shall be paid effective the fourth day and every consecutive day thereafter a daily rate equivalent to one two hundredth (1/200) of his/her placement on the salary schedule.*

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

5.3 Other Substitute Teacher Conditions

5.3.1 Booking of Substitutes

5.3.1.1 Effective September 1, 2010, when a substitute teacher is required for a period in excess of four (4) consecutive teaching days in the same teaching assignment, the same

substitute teacher shall be retained unless the substitute teacher is unwilling to continue the assignment.

5.3.1.2 A substitute teacher will be hired when all school administrators are absent from a school for a half-day (1/2) or longer where reasonably practicable on instructional days. Excluded from this provision and from 'instructional days' are Career High/Outreach/Institutional Programs/Home Based Education Programs and Summer School, Self-managed teams, Hutterite Colony schools, inclement weather days, sports/events days and exam days.

5.3.2 Cancellation of Assignment

5.3.2.1 Substitute teachers shall receive, at minimum, twenty-four (24) hours' notice of cancellation of assignment. During this twenty-four hours' notice period, the substitute may be offered an alternative assignment at the same school. Should the substitute decline the alternative assignment, the substitute shall not be paid.

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.*

6.2 Part-time Teachers Salaries

6.2.1 *A teacher who is employed to teach on a part-time basis for the full school year or a portion thereof shall be paid that fraction of the annual salary entitlement and group insurance plan premiums which corresponds to the fraction of time taught.*

6.3 Other Part-time Teacher Conditions

6.3.1 A timetable for a part-time teacher shall be contiguous, where reasonably practicable. A part-time teacher whose timetable is not able to be made contiguous will be provided with the rationale for the decision.

6.3.2 A part-time teacher will be provided with the rationale for the decision if their FTE is altered.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, *Carrier and Premiums*

- 7.1.1 When enrolment and other requirements for group participation in various plans have been met, the Board will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.
- 7.1.2 *The Board shall contribute toward the costs of the various premiums as follows:*
 - 7.1.2.1 *ASEBP Extended Disability Benefit, Plan D, Life and Accidental Death and Dismemberment Insurance, Schedule 2 – ninety-seven point five percent (97.5%) of each teacher's monthly premium.*
 - 7.1.2.2 *ASEBP Extended Health Care Plan 1 –ninety-seven point five percent (97.5%) of each teacher's monthly premium.*
 - 7.1.2.3 *ASEBP Dental Care Plan 3 – ninety-seven point five percent (97.5%) of each teacher's monthly premium.*
 - 7.1.2.4 *Alberta Health Care – ninety-seven point five percent (97.5%) of each teacher's monthly premium.*
 - 7.1.2.5 *ASEBP Vision Care Plan 3 – ninety-seven point five percent (97.5%) of each teacher's monthly premium.*
- 7.1.3 *The Board shall deduct from the monthly salary of each teacher enrolled in said insurance plans, the teacher's share of the monthly premiums and shall remit payment for premiums to the appropriate companies.*
- 7.1.4 Provided that it is consistent with the provisions of the *Federal Income Tax Act*, the Board contributions under this article will be applied in the most tax advantageous manner for each teacher enrolled.

7.2 Group Benefits Eligibility

- 7.2.1 Subject to the provisions of the master policies, all teachers appointed to the staff of the Board after the signing of this Collective Agreement shall be required to enrol in the ASEBP Plans and Alberta Health Care. All teachers enrolled in the plans on the signing date of this Agreement shall continue to be enrolled in the plans. A teacher may be exempted from participation in the Extended Health Care Plan and the Dental Plan and the Vision

Plan and the Alberta Health Care Plan upon submitting proof of participation in these or similar plans through his or her spouse.

7.3 Health Spending Account

7.3.1 *Effective September 1, 2012, the Board agrees to contribute an amount equal to \$600.00 in equal monthly installments, to a health care spending account for the benefit of each eligible teacher and his/her dependent(s). Eligible teachers are those teachers eligible to participate in the benefit plans. Teachers whose assignment is less than 0.5 FTE will have this amount pro-rated based on their FTE.*

7.4 Other Group Benefits

7.4.1 Employment Insurance Premium Reduction

7.4.1.1 Payments towards group insurance plans by the Board shall permit it to retain and not pass on to teachers, any rebates of premiums otherwise required under the Canada Employment and Immigration Commission (previously Unemployment Insurance Commission) regulations.

7.4.2 Prepayment of Benefit Contributions

7.4.2.1 Any leave where a teacher would have to pay for their own benefits, they shall have the option to prepay for benefit contributions.

7.4.3 Continuation of Benefits

7.4.3.1 Teachers whose contract of employment ends at the completion of a school year and who sign a new contract for the following school year shall have their benefits continue over the summer break.

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 Boards 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) *Board 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 Board to occur at a particular time and place within a reasonable work day.*

8.2.2 *Teachers have professional obligations under the School Act and regulations made pursuant to the School Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by Boards. 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 *No teacher shall be required to render service for more than two hundred (200) days or the equivalent in a school year, exclusive of designated and statutory holidays unless mutually agreed.*

8.3.2 Special Needs Students

8.3.2.1 *When a student with special needs is placed in a regular class setting, the teacher will:*

8.3.2.2 *be invited to participate in education related case conferences prior to the placement with personnel associated with the placement of the student;*

8.3.2.3 *have access to information that in the opinion of the Board or its designee is pertinent to the placement; and*

8.3.2.4 *be provided in-service training to meet the needs of the student provided the Board or its designee deem the training necessary.*

8.4 New Teacher Orientation

8.4.1 *Teachers who attend the new teacher orientation and follow up dates on non-school days shall receive 1/200th of their annual salary per day and shall have their benefits commence on the first day of orientation.*

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 Board'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 *Boards and/or schools are not restricted in developing their own staff development plan in which the Board and/or school may require teachers to participate.*

9.2 Sabbatical Leave

- 9.2.1 Sabbatical leave shall mean any long term leave of absence granted to a teacher for professional development through study.
- 9.2.2 Sabbatical leave may be granted at the discretion of the Board.
- 9.2.3 The remuneration of a teacher granted sabbatical leave shall be \$37,572.
 - 9.2.3.1 Sabbatical leave for the duration of a semester or trimester may be granted by the Board. Remuneration shall be calculated on a prorated basis in accordance with clause 9.2.3.
- 9.2.4 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to his/her duties following the expiry of his/her leave and shall not resign or retire from teaching service other than by mutual agreement between the Board and the teacher, for a period of at least two (2) years after resuming duties.
- 9.2.5 Should a teacher, by mutual consent, resign or retire from the service of the Board before completing his/her two (2) years service following such leave, repayment of sabbatical leave salary shall be made to the Board on a prorated basis. Teachers on extended disability shall not have this counted as a repayment period.
- 9.2.6 Experience increments will not be granted to teachers for the period of leave.
- 9.2.7 A teacher granted sabbatical leave shall enter into an individual written agreement with the Board as to the conditions under which the teacher may return to the school system at the conclusion of the leave provided the individual contract does not contravene the Collective Agreement.
- 9.2.8 For leaves commencing on or after September 1st, applications must be made on or before the 30th of April.
- 9.2.9 All applicants shall be informed of the Board's decision immediately following the regular May Board meeting.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 *Sick leave benefits are sponsored by the Board and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.*

- 10.1.1 *In the first year of employment with the Board, the teacher shall be entitled to statutory sick leave. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*
- 10.1.2 *During the second and subsequent years under contract, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness or disability for ninety (90) calendar days.*
- 10.1.3 *A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of ninety (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 for a period of more than three (3) consecutive teaching days may be required to present a medical certificate following the fifth teaching day of absence.
- 10.2.1 When a teacher has been absent on sick leave in excess of twenty (20) consecutive days and wishes to return to work the teacher may be required by the Board, at the Board's expense, to provide medical evidence stating that the teacher is fit to perform regular duties.
- 10.3 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 three (3) teaching days or less may be required to present a signed statement giving the reason for such absence.
- 10.4 *Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employee Benefit Plan.*
- 10.4.1 *After ninety (90) continuous calendar days of illness or medical disability, no further salary shall be paid.*
- 10.5 *Provisions of this article shall not be applicable when a teacher is on another leave (other than sick leave) without pay, or while on strike or lockout.*
- 10.6 *When a teacher leaves the employ of the Board, all accumulated sick leave shall be cancelled.*
- 10.6.1 *Notwithstanding clause 10.6, in the case of a teacher who has had one (1) or more years of continuous service with the Board, and*

within two (2) years is re-employed by the Board, the teacher shall have entitlement to ninety (90) calendar days of sick leave reinstated.

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1 Maternity Leave/Parental Leave/Adoption Leave

11.1.1 Maternity Leave

11.1.1.1 *Effective February 5, 1997, teachers are entitled to maternity leave without pay for a period not exceeding eighteen (18) weeks.*

11.1.1.2 *When possible, a teacher will notify the Board of her leave requirements three (3) months in advance of the first day of leave. The commencement of, and return from, maternity leave shall be determined by the teacher. A medical certificate certifying pregnancy and expected date of delivery shall accompany such notification.*

11.1.1.3 *Any teacher returning from maternity leave is entitled to a teaching position with the Board. Any teacher returning from maternity leave who was employed on a probationary contract immediately prior to the leave may, at the discretion of the Board, be offered a second probationary contract of employment.*

11.1.1.4 *The Board shall continue to contribute the Board's share of group insurance plan premiums during the entire maternity leave where the teacher chooses to continue coverage.*

11.1.1.5 *A teacher who is absent from teaching duties for a health related reason due to pregnancy that is substantiated by a medical certificate from a physician indicating the expected duration of the medical condition and the expected date of next assessment, shall, in lieu of salary provided in this Agreement, accept supplementary employment benefits for the actual period of such medical condition pursuant to the medical evidence and a Supplementary Employment Benefits Plan registered by the Board.*

11.1.1.6 *Maternity leave (other than the health related portion due to pregnancy defined in clause 11.1.1.5) shall not be considered teaching experience for the purpose of granting salary increments.*

11.1.2 *Adoption Leave*

- 11.1.2.1 *Teachers are entitled to adoption leave without pay in accordance with the Employment Standards Code, the leave shall not however exceed thirty-seven (37) weeks.*
- 11.1.2.2 *Teachers entitled to adoption leave shall notify the Board, in writing, of leave requirements three (3) months in advance of the leave, if possible, and at the first opportunity to do so afterwards if the three (3) month requirement cannot be met.*
- 11.1.2.3 *Only one (1) parent of an adopted child shall be entitled to adoption leave under these provisions.*
- 11.1.2.4 *Any teacher returning from adoption leave is entitled to a teaching position with the Board. Any teacher returning from adoption leave who was employed on a probationary contract immediately prior to such leave may, at the discretion of the Board, be offered a second probationary contract of employment.*
- 11.1.2.5 *The Board shall continue to contribute the Board's share of group insurance plan premiums during the entire adoption leave where the teacher chooses to continue coverage.*
- 11.1.2.6 *Adoption leave shall not be considered teaching experience for the purposes of granting salary increments.*

11.1.3 *Child Care Leave*

- 11.1.3.1 *Child Care Leave shall be granted to a teacher without pay, allowances and other benefits of this Agreement for a period of up to one (1) school year:*
 - (a) to provide care to a teacher's child less than two (2) years of age; or*
 - (b) to care for the teacher's adopted child less than three (3) years of age or the teacher's adopted child who is identified as a special needs child.*
- 11.1.3.2 *The teacher shall, in consultation with the superintendent, three (3) months in advance of the leave, determine the commencement date of the leave.*
- 11.1.3.3 *Return from child care leave shall occur at the beginning of a school year or the beginning of a reporting period or at*

such other time as mutually agreed by the teacher and superintendent.

11.1.3.4 *Teachers returning from child care leave are entitled to a teaching position with the Board. Any teacher returning from such leave who was employed on a probationary contract immediately prior to the leave may, at the discretion of the Board, be offered a second probationary contract of employment.*

11.1.3.5 *A teacher requesting return prior to the expiry of the leave will be considered for appropriate vacancies.*

11.1.3.6 *Where child care leave is granted in conjunction with maternity or adoption leave, the combined total leave shall not exceed twelve (12) months.*

11.1.3.7 *Leave taken for the purpose of child care shall not be considered teaching experience for the purpose of granting a salary increment.*

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

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

11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the Board 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 Board will continue paying the Board 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 Board paid benefit premiums, and shall reimburse the Board 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 his/her teaching duties, the teacher shall be responsible to forthwith repay the Board paid benefit*

premiums, and shall reimburse the Board upon receipt of an invoice.

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

- 12.1 *Upon request to the Superintendent or designate, with two weeks notice where possible, a teacher shall be granted up to three (3) personal leave days per school year subject to operational feasibility.*
- 12.2 *Two (2) of these days shall be at no cost to the teacher/principal. If these days are not used at the end of the school year, they will be accumulated at a rate of one (1) day per school year to a maximum of five (5) days.*
- 12.3 *For the other day at the cost of a substitute, including benefits, shall be borne by the teacher.*
- 12.4 *A teacher/principal may not use more than four (4) personal leave days in one (1) school year, unless approved by the Superintendent.*
- 12.5 *Clause 12 shall be applicable to part-time teachers on a basis pro-rated to the period of the teacher's actual service in the year bears to a year of full-time service.*

13. ASSOCIATION LEAVE AND SECONDMENT

- 13.1 *A teacher shall be granted leave of absence with pay provided the Board is reimbursed by the Association for the actual costs of the substitute, including the Board 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 Board 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 Board. The Association will reimburse the Board 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 Board, the teacher, and the Association and is at no cost to the Board.

- 13.4 *During such secondment, the Board 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 Board for all payments made by the Board to the teacher or on his/her behalf while on secondment under this clause.*

14. OTHER LEAVES

Leave of absence shall be granted under the following conditions:

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized leave of absence approved by the Board pursuant to section 111(1)(d)(i) of the *School Act, 2000*.

14.1 Critical Illness and Bereavement Leave

- 14.1.1 A teacher is entitled to not more than five (5) teaching days for each occurrence because of the critical illness and not more than five (5) teaching days for death of spouse, child (including step or foster child), parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a relative who is a member of the teacher's household and up to three (3) teaching days to attend the funeral of aunts or uncles, or nieces or nephews of the teacher or spouse, or for close personal friends.

14.2 Leave For Child's Arrival

- 14.2.1 One (1) day leave with pay shall be provided to a teacher to attend the adoption of his/her child.
- 14.2.2 One (1) day of leave with pay and benefits shall be provided to the non-birthing teacher at the time of the birth of each child and shall be taken within two weeks of the birth.

14.3 Family Medical Leave

- 14.3.1 *A teacher shall be entitled to use sick leave where the teacher's presence is required, by the physician, for non-routine medical procedures for a child or spouse or household member.*

14.4 Family Needs Leave

14.4.1 A teacher shall be granted one (1) day leave of absence with pay and benefits per school calendar year for the purpose of supporting a teacher's child, spouse, or other dependent family member when taking care of obligations/needs where the assistance of the teacher is required. Any absence from the work site for family needs leave shall be recorded as such. The reduction in the entitlement for each occurrence of family needs leave shall be a minimum of one-half (1/2) day.

14.5 Convocation/ University Examination Leave

14.5.1 A teacher is entitled to a leave of absence with pay for one (1) day when the leave is required to attend high school graduation or convocation at a post-secondary institution at which the teacher or the teacher's son, daughter, spouse or parent is graduating. Post-secondary institution includes fire, police, military, and other non-traditional/vocational institution.

14.5.2 A teacher is entitled to a leave of absence with pay for one (1) day per calendar year to write an examination related to the teacher's academic studies.

14.6 Inclement Weather/Impassable Roads Leave

14.6.1 A teacher who, despite reasonable effort, is unable to travel to his/her school from his/her usual place of residence because of (a) inclement weather, (b) impassable road conditions, or (c) failure of transportation facilities other than his/her own, is entitled to his/her salary for the periods of absence so occasioned.

14.7 Jury Duty/Court Appearance Leave

14.7.1 When a teacher is required to serve on a jury or is subpoenaed to appear in the courts as a witness, the Board will continue to pay the teacher's full salary provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses) received by the teacher from the courts is remitted to the Board.

14.8 Discretionary Leave

14.8.1 *Additional leaves of absence may be granted by the Board with or without pay.*

15. CENTRAL GRIEVANCE PROCEDURE

15.1 *This procedure applies to differences:*

- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
 - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
 - c) *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this collective agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this collective agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the Board 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 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 Board, 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 Board rectify any failure to comply with the collective agreement.*

- b) *An affected Board 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 Board.*
- 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.*

16. LOCAL GRIEVANCE PROCEDURE

16.1 Any difference (hereinafter called "a grievance") between any employee covered by this Agreement and the Board, or in a proper case between Local No. 17 of The Association and the Board concerning the interpretation, application, operation or alleged violation of this Agreement, and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.

16.1.1 Step A - The grievance shall be in writing and must include a statement of the following:

- (a) the name(s) of the aggrieved;
- (b) the nature of the grievance and the circumstances which gave rise to the grievance;
- (c) the remedy or correction the Board is requested to make;
- (d) the section(s) where the Agreement is claimed to be violated.

Such written grievance shall be submitted to the Superintendent of Human Resources of the Board and to the Chairperson of the Teacher Welfare Committee (EPC) of the Association Local No. 17 within twenty (20) teaching days following the date of the occurrence giving rise to the grievance or when the grievor first became aware of the occurrence giving rise to the grievance.

The Superintendent of Human Resources of the Board shall have fifteen (15) teaching days in which to communicate a decision in writing to the grievor.

The Board or a committee of the Board and the grievor(s), with or without an Association representative, at the discretion of the grievor(s), may request a meeting within these fifteen (15) days in an attempt to resolve the dispute.

- 16.1.2 Step B – If a party to the grievance is not satisfied with the decision in 16.1.1 or if the grievance is not resolved within the said timeline then either party may, by written notice, require the establishment of an arbitration board as hereinafter provided. Such notice must be given within ten (10) days after the aforesaid twenty-one (21) day time limit expires.
- 16.2 Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) days of such notice, and the two (2) members shall endeavour to select an independent chairman.
- 16.3 If the two (2) members fail to select a chairman within five (5) days after the day on which the latter of the two (2) members is appointed, they shall request the Director of Mediation Services to select a chairman.
- 16.4 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 16.5 The arbitration board shall not change, modify or alter any of the terms of this Agreement.
- 16.6 The arbitration board shall give its decision not later than fourteen (14) days after the appointment of the chairman except with the consent of the Board and the Association, by whose joint consent only shall such limitations of time be extended. The findings and decisions of a majority of an arbitration board shall be the findings and decisions of the arbitration board and shall be binding on the parties.
- 16.7 Each party to a grievance shall bear the expenses of its respective nominee and the two (2) parties shall bear equally the expenses of the chairman.
- 16.8 Where any reference in clauses 16.1 to 16.6 inclusive are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and Board declared holidays and vacation periods.
- 16.9 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 fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may only be extended by the written agreement of both parties.

17. EMPLOYMENT

17.1 Information and Files

- 17.1.1 The Board shall make available in each school copies of the Collective Agreement for each teacher. Upon engagement, each new teacher shall be given a copy. Costs shall be shared equally between the Board and The Association Local No. 17.
- 17.1.2 Newly appointed teachers may be required to present a medical certificate establishing that they are fit for duties.

17.2 Transfers

- 17.2.1 Notwithstanding section 104 of the *School Act, 2000*, no teacher who has been designated a principal, vice principal or assistant principal prior to September, 1993 shall be transferred to another school without the teacher's consent.
- 17.2.2 When the Board requests a teacher to transfer to another school, it shall move the teacher or shall pay reasonable moving expenses necessarily incurred due to such transfer.

In witness thereof, the parties hereto execute this Agreement by affixing hereto the signatures of their proper officers on their behalf.

DATED AT Innisfail, Alberta, this
____ day of _____, 2019.
Chinook's Edge School Division

DATED AT Innisfail, Alberta, this
____ day of _____, 2019
The Alberta Teachers Association

Co-ordinator, Teacher Welfare

ADDENDUM 1

All teachers employed part-time and receiving full group insurance plan premium contributions from the Board under the 1993-95 Bow Valley Agreement shall continue to receive said benefits while under the continuous employ of the Board.

MATERNITY LEAVE SUPPLEMENTATION PLAN

1. Purpose

The purpose of the plan is to supplement the employment insurance benefits received by female employees of the Chinook's Edge School Division No. 73 for temporary unemployment caused by the health related portion of the employee's maternity leave.

2. Coverage

The group of employees covered by this particular maternity leave supplementation plan include all female staff of the Chinook's Edge School Division No. 73 who are paid in accordance with the provisions of the Collective Agreement between the Alberta Teachers' Association No. 17 and Chinook's Edge School Division No. 73, and who have served continuously for at least twelve (12) months prior to the commencement date of the maternity leave.

3. The Plan

The employee agrees to apply for employment insurance benefits when she becomes eligible for the same. The Board agrees to supplement the employment insurance benefits received by the employee equal to the employee's normal weekly earnings during the health related portion of the leave, falling within the employment insurance entitlement period.

The supplemental benefit shall replace sick leave benefits and the teacher shall have no access to sick leave benefits during maternity leave with the exception of illness claims occurring prior to the commencement of the employee's employment insurance entitlement period.

4. Terms and Conditions of Payment

To be eligible for payments under the plan, an employee must apply for and be in receipt of employment insurance benefits except in the circumstance that the employee is serving the two (2) week employment insurance waiting period.

The employee must verify for the Board the receipt of such benefits by providing to the Board, a copy of the 'My Current Claim' document printed from their electronic Service Canada Account page.

The employee shall not be entitled to payment under the supplementation plan until such time as:

- *the Board has verified the receipt of the employment insurance benefit, and*
- *the employee has provided medical evidence confirming the health related reason for absence from work during the maternity leave.*

The Board shall pay its portion of each employee's group insurance plan premiums during the health related portion of her maternity leave. The remainder of the maternity leave not covered by the health related portion shall be without pay and without the Board contributions to group insurance plan premiums.

5. Benefit Duration

The Board agrees to supplement employment insurance benefits for a maximum of seventeen (17) weeks or for the health related portion of the employee's maternity leave, whichever is less. The employee shall not be entitled to any supplementation of employment insurance benefits for any period during which the employee would not have taught but for being on maternity leave.

6. Extended Disability

The Board shall advise each teacher to apply for extended disability benefits at least thirty (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of disability, the teacher shall apply for extended disability benefits and no further salary, group insurance plan premiums, or supplementation of employment insurance benefits shall be payable by the Board.

7. Plan Duration

This plan will come into effect as of September 1, 1995 and will continue in effect for the duration of this Collective Agreement.

8. Accumulated Benefits

Payments received under the supplementation plan will not reduce the claimant's accumulated sick leave, vacation leave, severance pay or any other accumulated credits from employment.

New Letter of Understanding #1 – Trial Program on Time Off for Compression

1.1 This Letter of Understanding is made pursuant to Article 8 of the collective agreement (Conditions of Practice). The parties agree that where teacher instructional time is compressed and where current collective agreements are silent, teachers will receive time off in relation to the additional time worked as provided for in the chart below. Days will be rounded to the nearest 0.25 for this calculation. It is recognized by both parties that flexibility is required to maintain the calendar for the Board but also provide assurance for teachers that increases in the length of instructional days may result in associated time off for teachers.

| | Maximums | |
|---------------------------|-------------------------------|-------------------|
| Instructional Days | Non Instructional Days | Total Days |
| 190 | 10 | 200 |
| 189 | 11 | 200 |
| 188 | 12 | 200 |
| 187 | 13 | 200 |
| 186 | 14 | 200 |
| 185 | 15 | 200 |
| 184 | 16 | 200 |
| Base 183 | 17 | 200 |
| 182 | 17.5 | 199.5 |
| 181 | 18 | 199 |
| 180 | 18.5 | 198.5 |
| 179 | 19 | 198 |
| 178 | 19.5 | 197.5 |
| 177 | 20 | 197 |
| 176 | 20.5 | 196.5 |
| 175 | 21 | 196 |
| 174 | 21.5 | 195.5 |
| 173 | 22 | 195 |
| 172 | 22.5 | 194.5 |
| 171 | 23 | 194 |
| 170 | 23.5 | 193.5 |

1.2 For the purpose of this collective agreement and notwithstanding the provisions of the School Act, Teachers' Convention is counted as a non-instructional day.

1.3 The trial program will take place during the 2017-18 school year and expires on August 31, 2018, notwithstanding that the collective agreement is bridged by operation of law.

New Letter of Understanding # 2 – Me Too Clause/Increase Modifier

1. For the purposes of this Letter of Understanding only, the following definitions apply:

1.1 “comparator agreement” means the provincial collective agreements listed below for the period commencing April 1, 2017:

- Government of Alberta and the Alberta Union of Provincial Employees respecting the Locals 1, 2, 3, 4, 5, 6 and 12
- Alberta Health Services and United Nurses of Alberta
- Alberta Health Services and the Health Sciences Association of Alberta
- Alberta Health Services and Alberta Union of Provincial Employees – Auxiliary Nursing
- Alberta Health Services and Alberta Union of Provincial Employees – General Support Services

1.2 “first year” means with respect to a comparator agreement the period from April 1, 2017 to March 31, 2018.

1.3 “second year” means with respect to a comparator agreement the period from April 1, 2018 to March 31, 2019.

1.4 “general salary increase” means a salary increase percentage applied to all steps of all grids of a comparator agreement.

1.5 For greater certainty, “general salary increase” does not include market supplements or adjustments, grid adjustments, signing bonuses, reclassifications, changes to benefit premium cost sharing, new benefits or any other form of compensation whatsoever other than a common percentage increase applied to all steps of all grids applicable to each bargaining unit. It includes only such general salary increases negotiated, prior to a strike or lockout, and does not include any increases resulting from a voluntary interest arbitration award, a disputes inquiry board recommendation, or a settlement during or following a strike or lockout.

1.6 “Lump sum payment” means a one-time payment, consistent with other one-time payments sometimes referred to as signing bonuses. “Lump sum payment” explicitly does not include the continuation or renewal of lump sum payments currently provided in existing comparator agreements between Employers and unions listed in Clause 1.1 of this Letter of Understanding.

2. *If a general salary increase(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) exceeds 0%, the general salary increase(s) negotiated under that comparator agreement will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay of the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one general salary increase is negotiated for comparator agreements, the increases shall not be compounded across multiple comparator agreements, however, the total highest such general salary increase(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*
3. *If a new lump sum payment(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) is negotiated, the newly negotiated lump sum payment(s) negotiated under that comparator agreement will be applied to the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one newly negotiated lump sum payment is negotiated for comparator agreements, the lump sum payments shall not be compounded across multiple comparator agreements, however, the total highest of such lump sum payment(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*
4. *This Letter of Understanding expires on August 31, 2018 and will not be extended beyond that date notwithstanding that the collective agreement is bridged by operation of law. This Letter of Understanding will not apply to a general salary increase or lump sum payment for a comparator agreement negotiated to be effective after August 31, 2018.*

New Letter of Understanding #3 – Classroom Improvement Fund (CIF) Grant Program

1. *Each Board will establish a committee to support the CIF grant program. CIF committees will be composed of equal number of Board representatives, appointed by the Board or designate, and teacher representatives, appointed by the Association. Teacher representatives must be employed by the Board. CIF committees will have a minimum of six (6) and maximum of ten (10) equal representatives total. CIF committee may meet as viewed necessary, but shall meet at least once in the 2017-18 school year.*
2. *CIF committees will be responsible for reviewing and prioritizing proposals and agreeing to the distribution of the CIF grant funds available for that Board. The committee will be responsible to prioritize proposals based on classroom needs and approve CIF allocation of resources up to the funds available for that Board.*
3. *A majority of the CIF committee members must agree in order to advance a proposal for a CIF grant.*
4. *The Board must forward agreed-upon CIF proposals to Alberta Education. The decisions of the CIF committee is not subject of a grievance under this collective agreement.*

Letter of Understanding # 4 Professional Development

During the life of the collective agreement (expiring Aug. 31, 2018) the parties shall form a Joint Committee to review PD and to make recommendations to the Superintendent on the allocation of PD funds, their use and roll-over, and on development of admin procedure for teacher PD. These recommendations are anticipated to be presented by May 31, 2018. Each party may nominate up to five (5) representatives. The Committee will be co-chaired by representatives of the Board and the Local. The Committee shall meet upon request of either party at mutually agreeable times, using non-instructional time as much as possible.

Letter of Understanding #5 Non-Routine Procedures

Non-routine procedures/treatments are of a more serious nature than other health-related needs that extend beyond regular patient care and include, but are not limited to, specialists' appointments, diagnostic tests, procedures and surgeries that are neither regular nor expected. Non-routine procedures are often upon referral from the patient's regular health care provider and include (but are not limited to):

- Treatment that may not be available outside the hours of the school day, nor on days when the teacher is scheduled to be teaching or rendering other service;
- Treatment that may normally be available outside the regular teaching day, but that requires travel to the treatment facility which therefore requires medical leave time;
- Complications arising from a common illness when emergency treatment is required;
- Scheduling (and re-scheduling) by health care providers beyond the control of the teacher.

This definition does not apply to seasonal or other common causes of illness.