

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE PARKLAND SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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This collective agreement is made this \_\_\_\_ of \_\_\_\_\_ 20\_\_ between Parkland 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*Effective June 16, 2020, the whereas statement above is repealed and replaced by the following whereas statement:*

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

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

*WHEREAS the parties recognize that basic to the proper management and administration of a school system is the School Division's function and responsibility to formulate and adopt policy and regulations; and*

WHEREAS the School Division and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communications between trustees, teachers and administrators.

To this end, the School Division agrees to inform in writing a representative of the ATA Parkland Teachers' Local No. 10 of proposed changes to policies and regulations, which directly affect the working conditions of said teachers. The representative of the bargaining unit will respond to such proposals within 15 consecutive days of being notified.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree as follows:

## **1. APPLICATION/SCOPE**

- 1.1 *Effective until June 15, 2020, this collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the School Division excepting those positions agreed to be excluded in local bargaining between the School Division and the Association.*

*Effective June 16, 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

1.2.2 Deputy superintendent

1.2.3 Assistant superintendent(s)

1.2.4 Associate superintendent(s)

1.3 *Effective June 16, 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 June 16, 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 School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective June 16, 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 the 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.*

2.6.2.1 *At the first meeting the parties shall exchange written proposals that identify those interests which they wish to explore during negotiations.*

## **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 June 16, 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 June 16, 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 Save and except substitute teachers, each teacher shall be paid:

3.1.1.1 One-twelfth of the teacher's annual rate of salary paid on the 26th of each month except in December and March when payment shall be made on the last teaching day or the 26th of that month whichever is earlier.

a) Salary adjustment resulting from unpaid leaves shall take place no later than the month following the month in which the leave occurs.



3.1.1.2 Clause 3.1.1.1 notwithstanding, a teacher who has resigned shall be paid in accordance with Section 220 of the *Education Act 2000* as amended from time to time.

3.1.1.3 All salary payments shall be made through an electronic direct bank deposit system.

3.1.2 Payment of administrative allowances according to clause 4.2 of this agreement shall commence on the effective date of appointment.

### **3.2 Grid**

3.2.1 *The School Division shall pay its teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.*

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

3.2.3 a) *Effective September 1, 2018*

	<i>Four</i>	<i>Five</i>	<i>Six</i>
<i>0</i>	<i>\$59,243</i>	<i>\$62,727</i>	<i>\$66,208</i>
<i>1</i>	<i>\$62,812</i>	<i>\$66,293</i>	<i>\$69,773</i>
<i>2</i>	<i>\$66,378</i>	<i>\$69,859</i>	<i>\$73,340</i>
<i>3</i>	<i>\$69,942</i>	<i>\$73,426</i>	<i>\$76,906</i>
<i>4</i>	<i>\$73,507</i>	<i>\$76,993</i>	<i>\$80,470</i>
<i>5</i>	<i>\$77,641</i>	<i>\$81,127</i>	<i>\$84,605</i>
<i>6</i>	<i>\$81,776</i>	<i>\$85,261</i>	<i>\$88,741</i>
<i>7</i>	<i>\$85,910</i>	<i>\$89,396</i>	<i>\$92,874</i>
<i>8</i>	<i>\$90,045</i>	<i>\$93,529</i>	<i>\$97,010</i>
<i>9</i>	<i>\$94,182</i>	<i>\$97,662</i>	<i>\$101,146</i>

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

3.3.1 *The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service (TQS) 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 date for changes in the allowances for teacher education shall be the first day of the month following receipt of the statement of qualifications from the Teacher Qualifications Service.*
- 3.3.3 *Proof of teacher education or written proof of having applied for same must be submitted to the School Division within forty-five (45) calendar days of the above mentioned adjustment dates or commencement of employment. Acceptable proof shall include the receipt from TQS or a letter from TQS indicating the teacher is currently having the teacher's documents evaluated. Upon receipt of the statement of qualifications from TQS, the original shall be submitted for inspection.*
  - 3.3.3.1 *Failure to submit proof or written proof of application within the aforesaid forty-five (45) day period shall result in salary adjustment commencing the month following such submission.*
  - 3.3.3.2 *Until proof of teacher education is submitted, a teacher shall be placed on the grid according to the most acceptable statement of qualifications or according to four (4) years of teacher education.*
  - 3.3.3.3 *Provided proof of teacher education or satisfactory evidence of application for same is submitted within the required forty-five (45) days, the teacher's salary shall be adjusted on the first day of the month following submission of proof of teacher education, retroactive to commencement of teaching duties.*

**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 and 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with 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 *A year of teaching experience shall be earned by service with the School Division for at least one-hundred and twenty (120) days effective September 1, 1991, days as defined in Section 97(1) of the Education Act 2000, as amended from time to time. No teacher shall lose credit for years of teaching experience recognized at the time of signing of this agreement. Substitute teaching shall be counted as teaching experience.*
- 3.4.6 *The adjustment date for changes in the number of years allowed for years of teaching experience shall be on the first teaching day of the school year or on the anniversary date of commencement of employment.*
- 3.4.7 *Those teachers employed prior to September 1, 1991, shall continue to use the commencement of the school year or February 1 as anniversary date for the purpose of adjustments to increments and teaching experience.*
- 3.4.8 *Each teacher shall supply proof of previous teaching experience within forty-five (45) days of commencing teaching duties or supply satisfactory evidence of application for such proof within that time. Such proof must fully verify the teacher's claim for years of teaching experience.*
- 3.4.8.1 *Until proof of previous teaching experience is supplied, the teacher shall be paid at the minimum for the teacher's category of teacher education.*
- 3.4.8.2 *Provided proof of previous teaching experience or satisfactory evidence of application for same is submitted within the required forty-five (45) days, the teacher's salary shall be adjusted on the first of the month following submission of proof of previous teaching experience, retroactive to the commencement of teaching duties.*
- 3.4.8.3 *If proof of previous teaching experience or satisfactory evidence of application for same is not submitted within the required forty-five (45) days, salary adjustments shall be made at the beginning of the month following submission of the proof of previous teaching experience.*

3.4.8.4 *The School Division shall keep up-to-date records of each teacher's service with the School Division. A copy of this shall be provided to a teacher upon request.*

3.4.9 *Teachers shall only receive increments for experience gained while holding a valid teaching certificate or while on a letter of authority.*

3.4.10 *A substitute teacher shall provide evidence of teaching experience and teacher education as per articles 3.3 and 3.4 within forty-five (45) days of being eligible for placement on the grid.*

**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: Career and Technology Studies

- 3.5.1 *A Career and Technology Studies (CTS) or Career and Technology Foundations (CTF) trade teacher is a person who has a valid Alberta teaching certificate, and instructs at least 0.5 FTE in the teacher's area of Journeyman Trade Certification.*
- 3.5.2 *Industrial trade experience means experience in the area of trade certification for which the teacher will be teaching that was obtained while holding a valid journeyman trade certificate for the area in which the teacher will be teaching. One (1) year of full-time industrial trade experience shall be time equivalent to two thousand (2000) hours worked per year as a journeyman.*
- 3.5.3 *Industrial trade experience will only be recognized:*
- 3.5.3.1 *if a journeyman trade certification is required as a condition of employment by the School Division*
  - 3.5.3.2 *if the teacher instructs in their area of trade certification as a journeyman, on at least a 0.5 FTE*
  - 3.5.3.3 *if the teacher has prior industrial trade experience through verifiable employment that was obtained while holding a valid journeyman trade certificate for the area in which the teacher will be teaching*
  - 3.5.3.4 *the verifiable documents provided are either from a third party employer, or, in the case of self-employment, filed tax returns which confirm work in the area for which the teacher holds a valid journeyman certificate and will be teaching*

<i>Industrial Experience (years)</i>	<i>Increment (years of teaching experience)</i>
10	5
8-9	4
6-7	3
4-5	2
2-3	1
0-1	0

### 3.6 Other Allowances

#### 3.6.1 Convention Allowance

3.6.1.1 A teacher who is engaged by an Alberta Teachers' 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 *School Division* may create or designate new positions that fall within the scope of this agreement as described in article 1.1, provided that additional allowances, if any, for new positions are established after consultation with the Parkland School Division bargaining unit of the ATA Parkland Teachers' Local No. 10 of the Association, acting on behalf of the Association and before the position is advertised or the appointment is made. The new position title and allowance rate shall be described in an addendum to this agreement.

### 4.2 Administration Allowances

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

#### 4.2.1 Principal Allowances:

4.2.1.1 *Effective until August 31, 2019, minimum for any principal: \$17,280*

<i>Enrolment 100-299</i>	<i>\$17,280 plus \$24.32 per student over 100</i>
<i>Enrolment 300-499</i>	<i>\$22,143 plus \$20.84 per student over 300</i>
<i>Enrolment 500-699</i>	<i>\$26,311 plus \$20.84 per student over 500</i>
<i>Enrolment 700-899</i>	<i>\$30,480 plus \$20.84 per student over 700</i>
<i>Enrolment 900-1099</i>	<i>\$34,648 plus \$19.79 per student over 900</i>
<i>Enrolment 1100+</i>	<i>\$38,606 plus \$19.79 per student over 1100</i>

4.2.1.2 *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.*

*4.2.1.3 The student count shall be on September 30 of each year, except that an adjustment shall be made in any allowance, effective March 1, where the September count varies by twenty percent (20%) or more on the February 28 following. In cases where a principal is designated responsibility for ECS, ECS students shall be included in the student count and each ECS student shall be counted as one (1) student.*

*4.2.2 Assistant Principal(s) Allowances:*

*4.2.2.1 Each assistant principal shall receive 1/2 the allowance paid to the principal under clause 4.2.1.*

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

*4.2.3 Director Allowance: \$13,973*

*4.2.4 Supervisor Allowance: \$9,479*

*4.2.5 Department Head/Coordinator/Consultant/Facilitator: \$4,730*

*4.2.6 Divisional Principal*

*4.2.6.1 The teacher or principal assigned or appointed to the Division Principal position shall receive the minimum principal allowance.*

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

### **4.3 Red Circling**

**4.3.1** A Principal shall not suffer a loss of salary and administrative allowance(s) due to appointment as Division Principal. The salary and allowances of the affected Principal shall be red circled at the enrolment levels of the school the principal was at prior to the appointment for a period of the assignment. The teacher or principal will also receive any increases to salary grid or allowances as per the terms of the collective agreement.

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

- 4.4.1 When, in the absence of the principal, an assistant principal acts in the principal's place for a period of ten (10) or more consecutive school days, said assistant principal shall be designated as acting principal effective the tenth day and shall receive an allowance equivalent to that of the principal for the period during which the assistant principal is so designated.
- 4.4.2 In a school where there is no assistant principal, a teacher shall be designated by the *School Division* to be acting principal in the absence of the principal. The designate shall be paid effective the second consecutive day, according to clause 4.2.1 should the principal be absent for two (2) or more consecutive days.
- 4.4.3 At the end of the current school year, if a teacher has been in an acting principal capacity for more than five (5) non-consecutive days, the teacher will be paid for all days acting after the fifth (5<sup>th</sup>) non-consecutive day. The onus is on the teacher to submit the acting form to Payroll for processing. Deadline for form submission is June 30th.
- 4.4.4 When both the principal and the assistant principal are absent, a teacher shall be appointed acting principal. The teacher so appointed shall be paid effective the second consecutive day, according to clause 4.2.1 should the principal and assistant principal be absent for two (2) or more consecutive days.
- 4.4.5 At the end of the current school year, if an assistant principal has been in an acting principal's capacity for more than ten (10) non-consecutive days, the assistant principal will be paid for all days acting after the tenth (10<sup>th</sup>) non-consecutive day. The onus is on the assistant principal to submit the acting form to Payroll for processing. Deadline for form submission is June 30th.

#### **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 School Division 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 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.*
- 4.5.3 *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 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.*

**4.5 Teachers with Principal Designations** (Effective June 16, 2020, the following repeals and replaces clause 4.5. above)

- 4.5.1 *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.*
- 4.5.2 *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 (5) years.*

**4.6 Other Administrator Designations**

- 4.6.1 *Any teacher who becomes an employee of the School Division pursuant to the provisions of Section 119 (1) (2) (3) of the Education Act and who had been designated a principal, vice-principal or assistant principal by the teacher's former employer retains such designation.*

## 4.7 Other Administrator Conditions

### 4.7.1 Lieu Days

4.7.1.1 Principals and Assistant Principals will be granted two (2) paid leave day(s) per school year, at a time mutually agreeable to the principal/assistant principal and the superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the principal/assistant principal and the superintendent, the *School Division* shall pay out the unused paid leave days at 1/200th of the Principal/Assistant Principal's annual salary and allowance by the end of June each year.

### 4.7.2 Administrators Vacation/Work Schedule

4.7.2.1 Notwithstanding clause 8.4.1, a teacher who agrees to render professional service during any vacation period, with the written approval of the Superintendent or designate, shall, in the month following the month in which the work was performed, be paid 1/200 of the teacher's grid position salary for each day of work or shall be granted equivalent leave with pay which must be taken at a mutually agreeable time prior to the end of the school year. If the leave is not taken, the teacher shall submit a claim for payment to the Superintendent or designate no later than June 30 of the current school year. Payment will be made prior to August 31 of the current school year.

## 5. SUBSTITUTE TEACHERS

### 5.1 Rates of Pay

5.1.1 *A substitute teacher is a teacher employed on a day-to-day or half-day basis where a contract of employment is not in effect.*

5.1.2 *Effective until April 30, 2019, for the first five (5) days of substitute service, in each instance, payment will be according to the following schedule:*

5.1.2.1 *Substitute teacher rates will be increased by the same percentage and date as the salary increases for teachers in Article 3.2.3.*

5.1.2.2 *per day \$215.34  
per half day \$107.67*

- 5.1.3 *The above rates of pay include four percent (4%) vacation pay.*
- 5.1.4 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$203.15 plus six percent (6%) vacation pay of \$12.19 for a total of \$215.34.*
- 5.1.5 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

## **5.2 Commencement of Grid Rate**

- 5.2.1 *Number of days to go on grid: Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive school days, shall be paid effective the sixth day, according to placement on the salary grid, subject to the terms of this agreement.*
- 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 Professional Development:
  - 5.3.1.1 *Provided there is space available, substitute teachers are invited to attend division based or school based professional learning activities or workshops without pay.*

## **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 *Part-time teachers will be scheduled in a contiguous assignment unless both parties come to a mutual agreement.*

## 7. GROUP BENEFITS

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

7.1.1 *Provided enrolment is sufficient for implementation, the School Division shall make available each of the six (6) benefit plans listed in clause 7.1.3. The benefit provider for each of the plans shall be the Alberta School Employee Benefit Plan (ASEBP).*

7.1.2 Effective September 1, 2014, the School Division shall pay one-hundred percent (100%) of a participating teacher's monthly premiums payable for Alberta Health Care Insurance. This clause shall apply to the basic plan only.

7.1.3 *Effective September 1, 2014, the School Division shall pay benefit premiums for all teachers employed by the School Division at the rates stipulated for each plan in the following table:*

<i>Life Insurance (Plan 2)</i>	<i>96.5%</i>
<i>Accidental Death &amp; Dismemberment (Plan 2)</i>	<i>96.5%</i>
<i>Extended Disability Benefits (Plan D)</i>	<i>96.5%</i>
<i>Extended Health Care (Plan 1)</i>	<i>90.0%</i>
<i>Dental Care Plan (Plan 3)</i>	<i>90.0%</i>
<i>Vision Care (Plan 3)</i>	<i>90.0%</i>

7.1.3 *Effective September 1, 2019, the School Division shall pay benefit premiums for all teachers employed by the School Division at the rates stipulated for each plan in the following table:*

<i>ASEBP Life Insurance (Plan 2)</i>	<i>100%</i>
<i>ASEBP Accidental Death &amp; Dismemberment (Plan 2)</i>	<i>100%</i>
<i>ASEBP Extended Disability Benefits (Plan D)</i>	<i>100%</i>
<i>ASEBP Extended Health Care (Plan 1)</i>	<i>100%</i>
<i>ASEBP Dental Care Plan (Plan 3)</i>	<i>100%</i>
<i>ASEBP Vision Care (Plan 3)</i>	<i>100%</i>

### 7.2 Group Benefits Eligibility

- 7.2.1 *Provided enrolment is sufficient for implementation, enrolment in the listed benefits plans shall be a condition of employment.*
- 7.2.2 *Notwithstanding clause 7.1.1, 7.1.2 and 7.2.1 above, the requirement to participate in either Alberta Health Care, extended health care, dental care or vision plan insurance, as a condition of employment, shall be waived for those teachers who already have such group insurance coverage as dependents of their spouses and who therefore elect not to participate. Further, teachers with no dependents other than spouses may elect to take single coverage in any of Alberta Health Care, extended health care, dental care or vision plan insurance plans if their spouses have single coverage in the same or comparable plans. Teachers shall not be required to enroll in, and shall not be entitled to premium payments for any of the individual plans listed in clause 7.1.3 for which they are ineligible to enroll.*

### **7.3 Health Spending Account/Wellness Spending Account**

- 7.3.1 *The School Division will establish a Health Spending Account (HSA)/Wellness Spending Account (WSA) for each of its eligible teachers that adheres to Canada Revenue Agency (CRA) requirements. Any unused balance in the HSA/WSA at the end of a school year will be carried forward to the extent permitted by the CRA. Teachers who are no longer employed by the School Division forfeit any remaining balance in the HSA/WSA.*
- a) *Eligible teachers shall be teachers who are employed by the School Division on continuing, probationary, interim or temporary contracts, including teachers on extended disability leave and subject to the limitations of 7.3.1(b). Eligible teachers who are on sick leave or extended disability leave receive HSA/WSA credits. Teachers who are on unpaid leaves of absence of thirty (30) days or more will not receive HSA/WSA credits.*
- b) (i) *For the 2006-07 school year, part-time teachers below 0.5 FTE are not eligible for HSA/WSA credits except for those teachers below 0.5 FTE who received HSA/WSA credits during the 2005 – 2006 school year and who will be grandfathered for the duration of this Collective Agreement and continue to be eligible for HSA/WSA credits.*
- b) (ii) *For the 2007 – 2008 school year, teachers with 0.2 FTE or greater but less than a 0.5 FTE (other than those teachers grandfathered under 7.3.1(b)(i) above) are eligible for HSA/WSA credits pro-rated according to their FTE. Such eligibility for the*

*2007 – 2008 school year will apply to the subsequent school years in this Collective Agreement.*

7.3.2 *HSA/WSA shall be in the annual amount of \$744 credited at \$62 per month, for each eligible teacher.*

## **7.4 Other Group Benefits**

7.4.1 Employment Insurance Premium Reduction

7.4.1.1 Payments made toward benefit plans by the School Division shall permit the School Division to retain and not pass on to teachers any rebates of premiums otherwise required under Employment Insurance Commission regulations.

## **8. CONDITIONS OF PRACTICE**

### **8.1 Teacher Instructional and Assignable Time**

8.1.1 ***Effective September 1, 2008***

8.1.1.1 *It is the School Division's intent to ensure that schools operate as closely as possible to the required hours of instruction mandated by Alberta Education (nine hundred and fifty [950] hours of instruction per year for elementary and junior high schools; one-thousand [1000] hours per year for senior high schools.) The parties recognize that schools require flexibility to meet their unique organization and program needs.*

8.1.1.2 *Full-time elementary and junior high school teachers may be assigned up to ninety-five point five percent (95.5%) of the total yearly instructional time of the school.*

8.1.1.3 *Full-time teachers in senior and combined junior-senior high schools may be assigned up to eighty-eight point five percent (88.5%) of the total yearly instructional time of the school.*

8.1.1.4 *Assigned instructional time for part-time teachers will be prorated in accordance with their full-time equivalency.*

8.1.1.5 *It is acknowledged that schools may require some flexibility in deploying teaching staff to meet the educational needs of students. In the event that a school considers exceeding limits on assigned instructional time as specified in Clauses 8.1.1, such changes shall be*



*determined through a collaborative process as outlined in Addendum A.*

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 *Teachers will not be required to render service in a school year for more than two-hundred (200) teaching days as defined in Section 205(1) of the Education Act commencing the opening day of school in each school year, exclusive of vacation periods, weekends and holidays.*
- 8.3.2 *Effective April 7, 2019, the School Division will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked.*
  - 8.3.2.1 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the School Division.*
  - 8.3.2.2 *When reasonable, this break shall occur in the middle of the assignment.*
  - 8.3.2.3 *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.*

### **8.4 School Calendar**

- 8.4.1 *Notwithstanding clause 8.3.1, principals and assistant principals shall be responsible to organize their schools in order that the schools are ready for operation.*
- 8.4.2 *The date upon which a teacher will be required to render the first day of service in any school year shall be announced by the School Division on or before the preceding May 31.*

- 8.4.3 The School Division shall set a fixed spring break after consultation with the ATA Parkland Teachers' Local No. 10 of the Association.
- 8.4.4 Atypical School Calendar
- 8.4.4.1 Operating principle: The parties agree that the foundation principle to these measures is that each teacher affected by the atypical school year calendar will provide the number of operational days of service stated in the School Division's regular school year calendar and the School Division will pay each teacher accordingly in keeping with the *Education Act* and the Collective Agreement.
- 8.4.4.2 A teacher holding a continuous teaching contract and providing service at commencement of the atypical calendar year will continue to receive an annual salary as per Clauses 3.2.3 and 3.1.1.1 effective from September to August of each year of the pilot period.
- 8.4.4.3 A teacher holding a term contract, i.e., temporary, probationary or interim contract, and providing service at the commencement of the atypical calendar year will receive an annual salary as per Clauses 3.2.3 and 3.1.1.1 effective from September to August of each year of the pilot period unless the teacher elects to receive an advance payment equivalent to one-twelfth of the teacher's annual salary on August 26 of each year. Where the teacher elects to receive such advance payment, the teacher's final payment in June will reflect a deduction of this advance.
- 8.4.4.4 A teacher holding a term contract and providing service in August under the atypical calendar year will be eligible to receive benefit coverage and sick leave provisions in accordance with Article 10 of the Collective Agreement.
- 8.4.4.5 Substitute teachers will be paid in accordance with the Collective Agreement rates in effect for the dates that service is provided.
- 8.4.4.6 In the event that a teacher is transferred to or from a school with an atypical school year calendar during the school year, the teacher will provide service for the number of operational days stated in the School Division's regular school year calendar. Should a teacher, as a result of transfer, be asked and agree to

provide more than these specified days of service, the teacher shall be paid at a rate of 1/200 of the teacher's annual salary for each day worked.

## **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 Improvement Leave**

- 9.2.1 Professional improvement leave shall mean a leave of absence granted by the School Division in its discretion on application by a teacher for study or experience designed to improve the teacher's academic or professional education.
- 9.2.2 To be eligible for professional improvement leave under clause 9.2.1, the teacher shall have served the School Division for five (5) consecutive years, immediately prior to granting of such leave.
- 9.2.3 Professional improvement leave for a period of less than one (1) year may be granted by the School Division and remuneration shall be prorated to the amount of salary set forth in clause 9.2.8.
- 9.2.4 A teacher who is granted professional improvement leave shall give an undertaking in writing to return to the teacher's duties following expiration of the teacher's leave and shall not resign or retire from teaching service, other than by mutual agreement between the School Division and the teacher for a period of at least two (2) years after resuming the teacher's duties. If the teacher fails to complete the two (2) year return to work requirement, the teacher shall refund to the School Division an amount equal to the number

of months remaining in the two (2) year commitment divided by twenty-four (24) times the amount of the allowance paid under clause 9.2.8.

- 9.2.5 All applications for professional improvement leave shall be submitted to the School Division by April 1 preceding the school year in which the professional improvement leave is to commence.
  - 9.2.5.1 The School Division shall provide a list of all applicants for professional improvement leave to the president of ATA Parkland Teachers' Local No. 10 by May 1.
- 9.2.6 The School Division shall, after reviewing the applications for professional improvement leave, determine both the number and the persons to be granted professional improvement leave.
- 9.2.7 The *School Division* shall notify each applicant by May 1 as to whether or not professional improvement leave is granted.
- 9.2.8 A teacher who is granted professional improvement leave shall receive an annual salary in the amount of seventy-five percent (75%) of fourth year minimum grid position. During this period the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays one-hundred percent (100%) of the cost of the premiums.
- 9.2.9 At the time professional improvement leave is granted, the School Division and the teacher shall agree in writing to the terms and conditions of resumption of duties on the part of the teacher.

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

- 10.1 *Sick leave shall be with salary and benefits and shall be for the purpose of the teacher obtaining medical or dental treatment or because of accident, disability or sickness.*
  - 10.1.1 *All teachers under contract shall, in their first school year of employment, have available twenty (20) days of sick leave, prorated if the contract is for less than a full school year. Such leave shall be noncumulative.*
  - 10.1.2 *In the second successive and subsequent consecutive school years of employment, all teachers under contract shall have available ninety (90) calendar days of sick leave. Such leave shall be noncumulative.*
  - 10.1.3 *In the second successive and subsequent consecutive school years of employment, a teacher who is absent on sick leave shall,*

*upon return to work, have the sick leave entitlement reinstated to ninety (90) calendar days. However, in instances where the teacher has been continuously absent for a period of thirty (30) or more calendar days, reinstatement of the sick leave entitlement may be made contingent upon the teacher providing a medical certificate signed by a physician, prior to the date of return, verifying that the teacher is medically fit to return to work. In addition, the ninety (90) calendar days shall not be reinstated until the teacher has been actively at work for ten (10) consecutive teaching days unless the absence is a result of a new medical condition supported by medical evidence.*

*10.2 A teacher who is absent from duty to obtain necessary medical or dental treatment, or because of accident, disability, or sickness for a period of more than three (3) consecutive days, shall be required to present a medical certificate to the superintendent or designate as follows:*

*10.2.1 Teachers in their first year of employment shall be required to present a medical certificate within fourteen (14) calendar days of the start of the absence.*

*10.2.2 Teachers in their second and subsequent consecutive years of employment shall be required to present a medical certificate within twenty (20) calendar days of the start of the absence.*

*10.3 A teacher who is absent shall be required to record, in the attendance management system, the reason for every absence upon submission of absence request.*

*10.4 The School Division shall be entitled to require a teacher to submit to a medical examination by a doctor named by it, at the School Division's expense.*

*10.5 For teachers enrolled in ASEBP Plan D (EDB 1), after ninety (90) continuous calendar days of illness, sick leave benefits shall be suspended and no further salary shall be paid.*

*10.6 In the event that,*

*a) a teacher has insufficient sick leave to provide full salary during the qualifying period for ASEBP extended disability benefits and*

*b) the teacher is accepted by the insurance carrier as an EDB claimant, the School Division shall pay the salary of the teacher for the period of insufficient sick leave to a maximum of ninety (90) calendar days once the teacher is accepted by the insurance carrier as an EDB claimant and the teacher receives the first EDB payment.*

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

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

#### ***Maternity Leave***

- 11.1.1 *Teachers are entitled to maternity leave without pay and benefits for a period not exceeding eighteen (18) weeks.*
- 11.1.2 *The teacher, whenever possible, shall notify the School Division of the teacher's leave requirements at least thirty (30) days in advance of the first day of the maternity 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. Maternity leave shall commence no later than the birth of the child.*
- 11.1.3 *When a teacher is unable to attend work and perform duties for reasons associated with pregnancy, the teacher shall be eligible for one of 11.1.3.1 or 11.1.3.2.*
  - 11.1.3.1 *If the absence commences prior to ten (10) weeks before the estimated date of delivery and continues without the teacher returning to work, the teacher shall be placed on sick leave as per clause 10 of this agreement until such point in time as the teacher is eligible to apply for Extended Disability Benefit (EDB) from ASEBP.*
  - 11.1.3.2 *If the absence commences within the ten (10) weeks before the estimated date of delivery, the teacher shall choose one (1) of 11.1.3.2 (a) or 11.1.3.2 (b). Such choice shall apply until the teacher returns to work following delivery or until the teacher returns to work following maternity leave.*
    - a) *The School Division shall implement and maintain an Employment Insurance Maternity Benefit Top-up Plan which shall provide the teacher on maternity leave with one-hundred percent (100%) of the teacher's*

*weekly salary under the Top-up Plan during the eighteen (18) weeks of leave. The provisions of 10.1, 10.2, 10.3, 10.4 and 7.4.1 will not apply. The School Division will continue to make contributions to benefit premiums as specified in clause 7 of this agreement for the period of maternity leave.*

*b) Notwithstanding clause 11.1.1, the teacher may access sick leave entitlement with pay and benefits as specified in clause 10 of this agreement for the period of sickness or disability.*

*11.1.4 In addition to the maternity leave, the teacher is entitled to a parenting leave without pay and benefits of up to thirty-four (34) weeks provided such leave is continuous and complete within fifty-two (52) weeks of the commencement date of maternity leave. During this thirty-four (34) week period, the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays one-hundred percent (100%) of the cost of the premiums.*

*11.1.5 The rate and duration of maternity leave benefits do not change in the event of a multiple birth.*

### **Parental Leave**

*11.1.6 A teacher is entitled to parental leave without pay and benefits for up to thirty-seven (37) weeks following the birth of their child provided such leave is continuous and complete within fifty-two (52) weeks of the birth date of that child. During this thirty-seven (37) week period, the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays one-hundred percent (100%) of the cost of the premiums.*

*11.1.7 The teacher shall, in consultation with the superintendent or designate, establish a date of return from leave at the time the parental leave is taken.*

*11.1.8 The rate and duration of parental leave benefits do not change in the event of a multiple birth.*

### **Adoption Leave**

*11.1.9 Teachers are entitled to adoption leave without pay and benefits for a period not exceeding thirty-seven (37) weeks provided such leave is continuous and complete within fifty-two (52) weeks of the date the child arrives home. During this thirty-seven (37) week period, the teacher shall be eligible to maintain benefit insurance coverage*



*provided the teacher pays one-hundred percent (100%) of the cost of the premiums.*

*11.1.10 When possible, a teacher will notify the School Division of the leave requirements thirty (30) days in advance of the first day of the leave.*

*11.1.11 For each adoption leave, the rate and duration of adoption leave benefits do not change where a teacher takes this entitlement to adopt more than one (1) child.*

**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 repeal and replace clauses 11.1 and 11.2 above.**

### **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 Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.1.5 *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

### **11.2 Parental Leave**

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 *The teacher shall give the 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 Employer shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during 18 weeks of leave.*
- 11.3.4 *The 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 a of parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*
- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

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

- 12.1 *Two (2) days leave of absence without loss of salary shall be granted to a teacher.*
- 12.2 *A further leave of absence of not more than three (3) days in total in any school year shall be granted with pay provided that an amount equivalent to the salary of a substitute, whether or not a substitute is required, is forthcoming to the School Division through payroll deductions or payment from other sources.*
- 12.3 *No more than two (2) of the days in 12.1 and 12.2 can be attached to a break of more than four (4) days without permission of the Superintendent or designate.*

### **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.*
- 13.3.1 *Upon written request made in a timely manner by ATA Parkland Teachers' Local No. 10, a teacher who is elected to the office of President of ATA Parkland Teachers' Local No. 10 shall be granted release time on a mutually agreed scheduled basis, up to a maximum of half-time, for the school year(s) during which the office is held. During such scheduled leave of absence, ATA Parkland Teachers' Local No. 10 shall pay a prorated portion of School Division cost which reflects the amount of release time provided.*

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**

For the purposes of this Article, immediate family shall mean spouse, son, daughter, parent, brother, sister, grandparent, and grandchild. The term step and in-law shall apply to all of the above.

### **14.1 Bereavement/Critical Illness Leave**

*Temporary leave of absence shall be granted by the School Division, with pay, according to the following schedule:*

14.1.1 *In the event of death of a teacher's immediate family member, time up to and including five (5) days.*

14.1.2 *In the event of critical illness on the part of the teacher's immediate family member, time up to and including four (4) days.*

14.1.3 *In the event of the death of someone close to the teacher or for the purpose of acting in any official capacity at a funeral, a time up to one (1) day in any school year.*

14.1.4 *For purposes of clause 14.1.2, critical illness shall be determined by a certificate from a physician.*

14.1.4.1 *Before payment is made for leave under 14.1.1, 14.1.2 and 14.1.3, an official medical or funeral certificate of death or funeral may be required.*

14.1.4.2 *Leaves referred to under clause 14.1 shall commence within thirty (30) days of actual occurrence of critical illness or death.*

### **14.2 Family Medical/Serious Illness**

14.2.1 *Temporary leave of absence shall be granted by the School Division, with pay, for medical appointments for members of the immediate family or in the event of serious family illness, a time up to two (2) days in any school year.*

### **14.3 Wedding/Convocation**

- 14.3.1 Wedding/Convocation – Temporary leave of absence shall be granted by the *School Division*, with pay, in the event a teacher wishes to attend the teacher's own wedding, convocation or graduation from a post-secondary institution time up to one (1) day. Provided this event occurs on a working day.

#### **14.4 Road Condition Delay**

- 14.4.1 Temporary leave of absence shall be granted by the *School Division*, with pay, to a teacher who, upon making a reasonable effort to reach the teacher's place of employment from the teacher's normal place of residence, encounters a delay in reaching work due to road or public highway conditions. The teacher will be entitled to salary subject to a recommendation from the principal and approval from the superintendent of schools. If the principal or superintendent of schools rejects the teacher's request for salary payment, the superintendent of schools shall communicate with the teacher indicating in writing their reasons for the rejection. The superintendent of schools shall consult with the teacher and principal before any final decision is made and that decision will be based on each individual case.

#### **14.5 Jury Duty**

- 14.5.1 Temporary leave of absence shall be granted by the *School Division*, with pay, for jury duty or any summons related thereto or to answer a subpoena or summons to attend as a witness in any proceeding before a body authorized by law to compel the attendance of a witness provided that the teacher remits to the *School Division* any jury stipend (excluding allowances and/or expenses) set by the court or other body.

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

- 14.6.1 An employee who does not give birth to the employee's child shall be granted three (3) days parental leave with pay at the time of birth of each of the Employee's children. The rate and duration of such parental leave benefits does not change in the event of a multiple birth. This leave shall be granted to an Employee in the case of adoption, at the time of the child's placement with the adoptive parents.
- 14.6.2 An Employee who is in the process of adopting a child may access up to two (2) days leave with pay to prepare for the child's arrival by attending legal or government department required meetings. Documentation of meeting may be required.

#### **14.7 Discretionary Leave**

- 14.7.1 Additional leaves of absence may be granted by the *School Division* without pay and without benefits, without pay and with benefits, with pay and without benefits or with pay and with benefits, at the discretion of the *School Division*.

## 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.***

- 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 between an employee covered by this agreement and the *School Division*, or, in a proper case between the Alberta Teachers' Association and the *School Division* concerning the interpretation, application, operation or alleged violation of this agreement and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.

16.2 Step A-Such difference (hereinafter called a "grievance") shall first be submitted in writing to the superintendent of the *School Division* and to the president of ATA Parkland Teachers' Local No. 10. Such written submission shall be made within thirty (30) school days after the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the articles of this agreement which it is alleged to have been violated and the remedy sought.

16.3 Step B-If the grievor is not satisfied with the disposition of the grievance or if no decision is rendered within fifteen (15) school days after submitting the

grievance to the superintendent, the grievor or the president of the ATA Parkland Teachers' Local No. 10, as the case may be, shall submit the grievance to a grievance committee as hereinafter provided but in any case within fifteen (15) school days of the superintendent's decision being communicated to the grievor. Such grievance committee shall be composed of two (2) representatives of the *School Division* and two (2) representatives of the Alberta Teachers' Association. A quorum of this committee shall consist of all representatives. The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect to the grievance within fifteen (15) school days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where, by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

- 16.4 Step C-If the grievance committee does not meet or reach a unanimous decision within the said time, then either party may, by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided. Such notice must be given within ten (10) school days after the date the aforesaid fifteen (15) school day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.
  - 16.4.1 Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) school days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint, any party may request the Director of Mediation Services to make the necessary appointment.
  - 16.4.2 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
  - 16.4.3 The arbitration board shall not change, amend or alter any of the terms of this agreement. All grievances or differences submitted under this agreement shall not depend on or involve an issue or contention by either party that is contrary to any provision of this agreement or that involves the determination of a subject matter not covered by, or arising during the term of this agreement.
  - 16.4.4 The findings and decision of a majority of the arbitration board 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 board.

16.4.5 The arbitration board shall give its decision in writing no later than fourteen (14) days after the appointment of the chairman, provided however, that this time period may be extended by written consent of the parties.

16.4.6 All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.

16.5 The purpose of the grievance procedure provisions is to ensure that any grievance is processed in an expeditious manner. Therefore, compliance with the provisions is mandatory. If the respondent fails to comply with the provisions of this procedure, the grievance is processed to the next step. If the grievor fails to comply with all provisions of this procedure, the respondent shall inform the grievor of the omission by registered letter sent to the grievor's last known address. If the grievor fails to comply with all provisions within five (5) school days of the aforesaid notification, the grievance is at an end.

16.5.1 If the grievor fails to receive the letter described in article 16.5, the grievance is at an end.

16.6 Any of the aforesaid time limits may be extended at any stage upon the written consent of both parties.

16.7 Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear the expense of the chairman equally.

## **17. EMPLOYMENT**

### **17.1 Transfers**

17.1.1 Notwithstanding Section 212 of the *Education Act*, no teacher who has been designated as a principal or assistant principal shall be transferred to another school without the teacher's consent.

17.1.2 If the *School Division* requests a teacher to transfer to another school, it shall pay the reasonable moving expenses necessarily incurred by the teacher and the teacher's family as a result of such transfer, providing such transfer requires a change of residence.

**17.2 Information and Files**

17.2.1 The parties further agree that effective dates of this agreement will appear at the bottom of each page and that a true copy of the collective agreement should be made available to each teacher. Both parties agree to have the spokesperson from each party's negotiating team be responsible for preparation and distribution of the signed collective agreement.

**THIS AGREEMENT SHALL ENURE TO THE BENEFIT OF AND BE BINDING UPON THE PARTIES AND THEIR SUCCESSORS.**

In Witness Whereof the parties have executed this Agreement on the date first aforewritten.

**ON BEHALF OF THE  
PARKLAND SCHOOL DIVISION**

**THE ALBERTA TEACHERS'  
ASSOCIATION**

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**Coordinator, Teacher Welfare**



**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.*
- 9. 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 – Admin Condition of Practice Committee**

A joint committee of three representatives selected by and from Parkland Local 10 and three members selected by the employer. The intent of the committee is to explore the conditions of practice of administrators. The committee will conclude with a report to Parkland Teacher's Local No 10 and The Parkland School Division by August 31, 2020.

**Letter of Understanding #10 – Contiguous Assignment**

Part-time teachers will be scheduled in a contiguous assignment unless both parties come to a mutual agreement.

**LETTER OF INTENT**

**BETWEEN**

**PARKLAND SCHOOL DIVISION NO. 70.**

**and**

**ALBERTA TEACHERS' ASSOCIATION**

The parties agree that any substantive change to Administrative Procedure 262 (Extra-curricular and Co-curricular Activities – effective date of April 17, 2017) will be made after the Superintendent of Schools' consultation with the ATA Local.

Dated this 11 day of December 2017

**Addendum A: Process for Determining Changes to Assigned Instructional Time in Accordance with Clause 8.1.1**

*When consideration is being given to exceeding limits on assigned instructional time, it is expected that a school's administration and teaching staff would adopt the following guidelines:*

**Collaboration/Consensus**

- *School administrators will provide the opportunity for professional staff to participate in discussions relative to the organizational and staffing needs of the school for the subsequent school year.*
- *Professional staff will be provided with all relevant information as it relates to assigned instructional time.*
- *Professional staff will be encouraged to participate in discussing, exploring and deciding on whether to exceed the limits on assigned instructional time.*
- *Where consensus is not reached, the school administration and Professional staff of a school will vote by secret ballot, to be conducted by the school administration and the ATA Parkland Teachers' Local No. 10 representative. A bare majority will be required for a school to exceed the stated limits on assigned instructional time.*