

COLLECTIVE AGREEMENT

BETWEEN

GOLDEN HILLS 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 The Golden Hills School Division No. 75 (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Effective November 14, 2019, the whereas statement above is repealed and replaced by the following whereas statement: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 terms and conditions of employment and salaries of teachers have been the subject of negotiations between the parties; and

WHEREAS the parties desire that these matters be set forth in an agreement concerning terms of employment of the said teachers;

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

1. APPLICATION/SCOPE

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

Effective November 14, 2019, clause 1.1 above is repealed and replaced by the following clause:

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

1.2 Excluded Positions

1.2.1 Superintendent of Schools

- 1.2.2 Deputy Superintendent(s)
- 1.2.3 Associate Superintendent(s) or
- 1.2.4 Director(s) of Learning
- 1.3 *Effective November 14, 2019, 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 November 14, 2019)*
 - 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 those residual rights of management not specifically limited by the terms of this Agreement.*

Effective November 14, 2019, clause 1.6 above is repealed and replaced by the following clause:

- 1.6 *The School Division retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective November 14, 2019, all provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2 List Bargaining

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

2.3 Central Matters Bargaining

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

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

2.4 Local Bargaining

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

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

2.5 Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6 Meet and Exchange

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

2.6.2 *For local table bargaining, representatives of the Association and a School Division shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting,*

the Association and School Division shall exchange details of all amendments sought.

2.7 Opening with Mutual Agreement

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

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

2.8 Provision of Information (Effective until November 14, 2019)

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 November 14, 2019, the following clause repeals and replaces clause 2.8 above)

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

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

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

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent School Division financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 The School Division shall pay to each teacher in its employ the salaries and allowances hereinafter set forth and computed. All sums mentioned are 'per annum' unless specifically stated otherwise.

3.1.2 The monthly salary for each teacher shall be one-twelfth (1/12) part of the salary in effect.

3.1.3 A teacher's salary, normally paid in July and August, shall be paid by June 30 provided the teacher has submitted such a request to

the School Division no later than the last school day prior to May 31.

- 3.1.4 The teacher’s salary shall be paid to teachers on the twenty-fifth day of each month, with the exception of December (Christmas) and sometimes March or April (Easter Break) where teacher’s salary will be paid on the last instructional day of the month. If the 25th day falls on a weekend, payroll will be delivered on the preceding Friday. A payday schedule will be forwarded to each school early in the school year. It is the employee’s responsibility to provide the required information (Bank, Bank Transit Number and Personal Bank Account Number) in order to receive the electronic deposit.
- 3.1.5 Payment of administrative allowances shall commence on the effective date of appointment.

3.2 Grid

3.2.1 *The years of university education of a teacher and the years of teaching experience computed as hereinafter provided shall together determine the basic salary of each teacher employed by the School Division. The salary schedule is contained in 3.2.2.*

3.2.2 *Effective September 1, 2018*

	Four	Five	Six
0	59,325	62,659	66,385
1	62,796	66,130	69,865
2	66,261	69,605	73,347
3	69,731	73,087	76,821
4	73,196	76,560	80,304
5	76,663	80,036	83,779
6	80,134	83,516	87,259
7	83,600	86,991	90,735
8	87,070	90,464	94,214
9	90,541	93,944	97,692

10	94,003	97,417	101,174
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3.3 **Education (Effective until August 31, 2019)**

3.3.1 *The Alberta Teachers' Association Teacher Qualifications Service (TQS) shall evaluate a teacher's university education for salary purposes in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by Memorandum of Agreement amongst the Department of Education, the Association, and the Alberta School Trustees' Association, dated March 23, 1967.*

3.3.2 *Each teacher claiming additional teacher education, and each teacher commencing employment with the School Division, shall submit to the School Division proof of having applied to the TQS of the Association for a statement of qualifications for salary purposes within forty-five (45) calendar days from commencement of the school year, February 1st, or from the date of commencement of employment, If satisfactory proof is submitted within the forty-five (45) calendar days, salary shall be adjusted retroactively to the applicable commencement of the school year, or employment, or February 1st, on receipt of the statement of qualifications from TQS.*

3.3.2.1 *If satisfactory proof of having applied to TQS is not submitted within the forty-five (45) calendar days, salary shall be adjusted effective the month following the submission of satisfactory proof of qualifications provided such month is not July or August.*

3.3.2.2 *In the event of an appeal or re-evaluation by a teacher of an aforementioned TQS evaluation, salary will be adjusted retroactively to the date of the evaluation being appealed or re-evaluated provided such action is initiated by the teacher within thirty (30) calendar days of the date of the said TQS evaluation. Written proof of such an action by the teacher is required by the School Division to substantiate a claim under these provisions.*

3.3.2.3 *If an appeal or re-evaluation is not launched by a teacher within the said thirty (30) days, salary shall be adjusted effective the beginning of the month following submission of the result of the action by the teacher provided such month is not July or August.*

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

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

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

3.3.2. *The adjustment dates for increased teacher's education shall be September 1, and February 1.*

3.3.3. *For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*

3.3.3.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*

3.3.3.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within (60) operational days from the date of completion of education or commencement of employment.*

3.3.4.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*

3.3.4.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

3.4 Experience (Effective until August 31, 2019)

3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*

a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*

b) *employed as a substitute teacher within the preceding five (5) years.*

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

3.4.3 *Previously unrecognized experience gained in one school year with a School Division may be carried over for calculation of experience increments in the following school year with that same School Division.*

3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*

3.4.5 *A year of teaching experience shall be earned by teachers performing required duties for at least 130 school days in the school term with the School Division.*

3.4.6 *Effective September 1, 2017, teaching experience earned by part-time teachers, or by a teacher under temporary contract, may be accumulated within two (2) consecutive year intervals in accordance with clause 3.4.3.*

3.4.7 *The adjustment date for changes in the number of increments allowed for teaching experience shall be at the beginning of the school year or February 1st.*

3.4.8 *Substitute teaching shall be counted as teaching experience for incremental purposes.*

- 3.4.9 *Experience gained in jurisdictions outside the Province of Alberta, but within Canada and United States of America, operated in accordance with the statutes of that jurisdiction will be recognized as if it were earned while in the employ of the School Division.*
- 3.4.10 *The onus of substantiating previous teaching experience rests with the teacher.*
- 3.4.10.1 *Proof of previous experience, or proof of having applied for same must be submitted to the School Division within forty-five (45) calendar days of commencement of employment or the first (1st) day of school of each school year or February 1st, whichever is applicable.*
- 3.4.10.2 *If such evidence is submitted within forty-five (45) calendar days, salary shall be paid according to this experience effective the date of commencement of the school year, or the date of commencement of employment or February 1st, whichever is applicable.*
- 3.4.10.3 *If such evidence is not submitted within the aforementioned forty-five (45) days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience, and salary shall be adjusted effective the beginning of the month following submission of such evidence.*
- 3.4.10.4 *Until the teacher submits satisfactory evidence of previous teaching experience, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of teaching experience or the minimum salary level applicable to the teacher's years of university training.*

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 Consideration: Vocational Teachers

3.5.1 The initial placement of vocational teachers shall be in accordance with the grid placement, plus the following special payments:

3.5.1.1 Teachers trained under the Teacher and Vocational Trades Act will receive additional placement of one increment for each year of industrial experience (as decided by the School Division) in the teacher's vocational area.

3.5.1.2 Teachers trained outside or prior to the Teacher and Vocational Trades Act and employed to teach at least 50 percent (50%) of their time in vocational trades (as recognized by the Foundation Program Plan) or business education will receive half increments for each year of industrial experience, where such experience is pertinent to their teaching field, as decided by the School Division up to a maximum of five (5) increments.

3.5.1.3 All increments combined shall be subject to the maximum for their categories of teacher training.

3.5.1.4 *Teachers presently on staff may apply for re-evaluation under subsections 3.5.1.1, 3.5.1.2, and 3.5.1.3 above.*

3.5.1.5 *Vocational teachers who transfer to the academic teaching field shall not retain their additional placement on the salary schedule as permitted under subsections 3.5.1.1, 3.5.1.2, 3.5.1.3 and 3.5.1.4 above, unless the transfer is made at the request of the School Division or its agent.*

3.6 Other Rates of Pay

3.6.1 Service Outside the Operational Days

3.6.1.1 A teacher regularly assigned to classroom duties who agrees to render service in excess of 200 days shall be paid at the rate of 1/200th of the rate of the teacher's total salary for each day the teacher is so employed in excess of 200 days.

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

3.6.1.3 Programs operating outside of the school year will operate under separate contracts, and will not be considered part of the provisions of clauses 8.3.1, 3.6.1.1, and 3.6.1.2.

3.6.1.4 *A teacher who is employed in accordance with clause 3.6.1.3 to provide such programs as instruction in credit courses for the School Division's summer school, shall be paid for instructional hours effective the date of ratification as per the grid below, inclusive of general holiday and vacation pay.*

<i>Effective Date</i>	<i>September 1, 2015</i>
<i>Hourly Rate</i>	<i>\$60.80</i>

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Administration Allowances

4.1.1 *In addition to the foregoing salary, there shall be paid additional allowances in accordance with the following schedule. A single per student rate will be determined by population for each school, and allowances will be paid based on that rate.*

4.1.2 Principal Allowances

4.1.2.1 *Principals shall be paid fourteen percent (14%) of his or her position on the grid, plus per student:*

Rate per Student	Effective September 1, 2015
0-100	\$21.04
101-200	\$25.01
201-300	\$26.40
301-400	\$26.29
401-500	\$24.90
501-600	\$24.40
601-700	\$23.70
701-800 plus	\$22.78

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

4.1.3 Associate Principal Allowances

4.1.3.1 *Associate principals shall be paid seven percent (7%) of his or her position on the grid, plus per student:*

Rate per Student	Effective September 1, 2015
0-100	\$10.53

Rate per Student	Effective September 1, 2015
101-200	\$12.51
201-300	\$13.20
301-400	\$13.16
401-500	\$12.44
501-600	\$12.19
601-700	\$11.86
701-800 plus	\$11.37

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

4.1.4 Educational Consultants Allowance

4.1.4.1 *Teachers designated by the School Division as Educational Consultants shall, in addition to their placement on the grid, be paid:*

<i>Effective Date</i>	<i>September 1, 2015</i>
	\$11,442

4.1.4.2 *An Educational Consultant who is employed on a part-time basis for the full school year or a portion thereof shall be paid that fraction of the annual entitlement which corresponds to the fraction of time employed.*

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

4.2 Acting/Surrogate Administrators – Compensation

4.2.1 In the absence of the Principal and the Associate Principal or in the absence of the Principal in a school where there is no Associate Principal, excluding in district administrator meetings, a

teacher shall be designated acting principal. He /she shall be paid, per full day, an administrative allowance calculated at one-half of one two hundredth (1/200th) of the Associate Principal administrative allowance, based on a three hundred (300) student school and on the salary schedule of four years (4) education and maximum experience, for each full or half-day they are Acting Principal. This article does not apply to colony schools, outreach schools, anchor programs, or multiple site schools.

4.2.2 When in the absence of the principal, the associate principal or other designee acts in the principal's place for a period of five (5) or more consecutive school days, the associate principal or other designee shall be designated as acting principal and shall receive an allowance computed as per subclause 4.1.2 effective the fifth (5th) day and every consecutive day thereafter of the period during which they are so designated.

4.2.3 In schools where there is no associate principal, a teacher shall be designated acting principal and will be paid in accordance with the administration allowance formula specified in Article 4.1.2 effective the fifth (5th) consecutive day of the principal's absence, retroactive to the 1st day designated as acting principal.

4.3 ***Teachers with Principal Designations (Effective until November 14, 2019)***

4.3.1 *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.*

4.3.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the 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.*

4.3.3 *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the 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.

4.3 Teachers with Principal Designations (Effective November 14, 2019, the following repeals and replaces clause 4.3. above)

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

4.3.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years.*

4.4 Other Administrator Conditions

4.4.1 Lieu Days

Effective the start of the 2017-2018 school year, upon request to the superintendent or designate, each principal and associate principal shall be granted one (1) day in lieu per school year.

4.4.2 Administrative Allowance for Administration of Multiple School Sites

4.4.2.1 In recognition of the additional administrative responsibilities for principals and associate principals assigned to multiple school community sites, an additional administrative allowances as outlined below will be allocated.

4.4.2.2 A school community site is defined as a standalone school serving the educational needs in a different and/or unique community of students and parents with a designated school parent council. For the purposes of this clause, all Hutterite schools in Golden Hills School Division will be considered together as one additional school community site. Outreach and Storefront

Schools are not considered as additional school community sites.

- 4.4.2.3 In addition to the provisions provided in 4.1.2 and 4.1.3 a principal assigned to one or more than one school community site will receive an additional annual administrative allowance, in recognition of the additional school community(ies), of \$2,000 per additional school site.
- 4.4.2.4 A principal who is employed on a part-time basis for the full school year or a portion thereof shall be paid that fraction of the annual additional administrative allowance which corresponds to the fraction of time employed.
- 4.4.2.5 A designated associate principal with the multiple school site responsibilities, who is employed on a part-time basis for the full school year or a portion thereof may be paid that fraction of half of the annual additional principal administrative allowance which corresponds to the fraction of time employed.

4.4.3 Allocation and Appointment of Administrators

4.4.3.1 *In a school, that does not have a full time administrator on site (colony schools, outreach schools, anchors, multiple site school) a teacher in charge shall be designated and paid an additional allowance of \$1,995 per annum.*

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 *Substitute teachers shall be paid a per diem rate as follows including vacation pay.*

	September 1, 2015
Effective Full Day Rate	<i>(Effective until April 30, 2019)</i> \$219.80
Effective Half Day Rate	\$109.88

- 5.1.2 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$207.36 plus six percent (6%) vacation pay of \$12.44 for a total of \$219.80.*
- 5.1.3 *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: A substitute teacher who teaches five (5) or more consecutive days in the same teaching position shall be paid effective the sixth (6) day and every consecutive day thereafter a daily rate equivalent to 1/200th of their placement on the salary schedule.*
- 5.2.2 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3 Other Substitute Teacher Conditions

- 5.3.1 Substitute teachers will not be assigned supervision prior to their first instructional block of the first day of an assignment.

6. PART TIME TEACHERS

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

6.2 *Part-time Teachers Salaries*

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

6.3 Other Part-time Teacher Conditions

6.3.1 Job Sharing

6.3.1.1 Where the School Division approves a job sharing arrangement involving two teachers sharing a single full-time position, the parties agree that the teachers involved will share, on a prorated basis, the cost of the provisions of this collective agreement so that no additional cost to the School Division will occur as a result of an approved job sharing agreement.

7. **GROUP BENEFITS**

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

7.1.1 *Effective until August 31, 2019, the School Division shall deduct from the monthly salary of each teacher enrolled in said insurance plans, the teacher's share of the monthly premiums and shall remit payment for premiums to the appropriate companies.*

7.1.2 *The School Division shall contribute toward the costs of the various premiums as follows:*

7.1.2.1 *ASEBP Extended Disability Benefit, Plan D, Life and Accidental Death and Dismemberment Insurance, Plan 2—ninety-six (96) percent of each teacher's monthly premium.*

Effective September 1, 2019, the contribution will increase to 100% of each teacher's monthly premium.

7.1.2.2 *ASEBP Extended Health Care Plan 1—Effective September 1, 2010, Ninety-three (93) percent of each teacher's monthly premium.*

Effective September 1, 2019, the contribution will increase to 100% of each teacher's monthly premium.

7.1.2.3 *ASEBP Dental Care Plan 3—Effective September 1, 2010, Ninety-three (93) percent of each teacher’s monthly premium.*

Effective September 1, 2019, the contribution will increase to 100% of each teacher’s monthly premium.

7.1.2.4 *ASEBP Vision Plan 3—Effective September 1, 2010, Ninety-three (93) percent of each teacher’s monthly premium.*

Effective September 1, 2019, the contribution will increase to 100% of each teacher’s monthly premium.

7.1.2.5 Provided that it is consistent with the provisions of the Federal Income Tax Act, the School Division contributions under this article will be applied in the most tax advantageous manner for each teacher enrolled.

7.1.2.6 School Division contributions will be applied in the following order:

- ASEBP EHC
- ASEBP Dental Care
- ASEBP EDB
- ASEBP Life and AD&D
- ASEBP Vision Care

7.2 Group Benefits Eligibility

7.2.1 *Participation in the plans is a condition of employment for all teachers who meet the requirements of the plan.*

7.2.2 *When enrollment and other requirements for group participation in various plans have been met, the School Division will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.*

7.2.3 *Subject to the provisions of the master policies, all teachers appointed to the staff of the School Division after the signing of this collective agreement shall be required to enroll in these ASEBP Plans. All teachers enrolled in the plans on the signing*

date of this agreement shall continue to be enrolled in the plans. A teacher may be exempted from participation in the Extended Health Care Plan and the Dental Plan upon submitting proof of participation in these or similar plans through the teacher's spouse.

7.2.4 Subject to the Master Plan, as amended from time to time, any teacher previously exempted under the 1993/95 collective agreement shall retain that exemption if desired.

7.3 Health Spending Account and Wellness Spending Account

7.3.1 The School Division will establish, exclusive to teachers on contract with the School Division and their dependents only, a Health Spending Account based on full-time equivalency that adheres to Canada Revenue Agency (CRA) requirements.

7.3.2 Effective until August 31, 2019, in the case of a teacher with a full-time equivalency of 0.5 or greater, the School Division will contribute a monthly amount to a maximum of \$650.

7.3.2 Effective September 1, 2019, this provision repeals and replaces 7.3.2 above. Effective September 1, 2019, the minimum amount of Health Spending Account will be \$725.

7.3.3 Effective September 1, 2011, in the case of a teacher with a full-time equivalency between 0.49 and 0.2, the School Division will contribute a monthly amount to a maximum of \$455.

7.3.3 Effective September 1, 2019, this provision repeals and replaces 7.3.3 above. Effective September 1, 2019, in the case of a teacher with a full-time equivalency between 0.49 and 0.2, the minimum amount of Health Spending account will be \$507.5.

7.3.4 Any unused balance from the plan year will be carried forward to the next plan year as allowed by CRA requirements. The carried forward amount must be used by the end of the next plan year, or it will be lost.

7.3.5 Teachers leaving the employ of the School Division for any reason will automatically forfeit any unused balance in the teacher's Health Spending Account.

7.3.6 This account will be administered by the Alberta School Employee Benefit Plan (ASEBP).

7.3.7 Where two teachers on a continuing contract wish to share one full-time teaching position, they may apply to the Superintendent

of human resources or delegated authority for a shared job assignment. Such application must be made no later than March 15 of the school year immediately preceding the year in which the job sharing is to take place.

7.3.8 *Teachers, who after April 1, 2007, request to share a single position will share the School Division's Health Spending Account in accordance with the full-time equivalency of the position based on each teacher's full-time equivalency.*

7.3.9 Effective September 1, 2020, teachers may allocate their Health Spending Account contribution between the Health Spending Account and a Wellness Account. Allocations of funds must be in accordance with guidelines established by ASEBP and cannot be changed during the school year.

7.4 Other Group Benefits

7.4.1 Employment Insurance Premium Reduction

7.4.1.1 Payments towards benefit plans by the School Division shall permit it to retain and not pass on to teachers, any rebates of employment insurance premiums.

7.4.2 Benefits for Retirees on Contract

7.4.2.1 When a teacher over age 65 is hired, the School Division will reimburse premium costs, upon provision of receipts, to a maximum outlined in Article 7.1.

8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

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

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

8.2 Assignable Time Definition

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

- a) *operational days (including teachers' convention)*
- b) *instruction*
- c) *supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
- d) *parent teacher interviews and meetings*
- e) *School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3*
- f) *staff meetings*
- g) *time assigned before and at the end of the school day*
- h) *other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*

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

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

- a) *the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*
- b) *the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.*
- c) *the time is spent traveling to and from the teacher's annual convention.*

8.3 Other Conditions of Practice

- 8.3.1 *No teacher shall be required to render service for more than 200 days in a school year, exclusive of designated and statutory 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.*

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 Sabbatical Leave

- 9.2.1 *Sabbatical leave shall mean any long term leave of absence granted to a teacher for professional development through study.*

- 9.2.2 Sabbatical leave may be granted at the discretion of the School Division.
- 9.2.3 The remuneration of a teacher granted sabbatical leave shall be determined by the difference between category 4 minimum and 4 maximum salary rates in effect at the time the leave commences.
 - 9.2.3.1 Sabbatical leave for the duration of a semester or trimester may be granted by the School Division. Remuneration shall be calculated on a prorata basis in accordance with Article 9.2.3.
- 9.2.4 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to their duties following the expiry of their 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 duties.
- 9.2.5 Should a teacher, by mutual consent, resign or retire from the service of the School Division before completing their two (2) years of service following such leave, repayment of sabbatical leave salary shall be made to the School Division on a prorata basis. Teachers on Extended Disability Benefits shall not have this counted as a repayment period.
- 9.2.6 Experience increments will not be granted to teachers for the period of leave.
- 9.2.7 A teacher granted sabbatical leave shall enter into an individual written agreement with the School Division as to the conditions under which they may return to the school system at the conclusion of the leave provided the individual contract does not contravene the Collective Agreement.
- 9.2.8 For leaves commencing on or after September 1st, applications must be made on or before the first (1st) of March.
- 9.2.9 The School Division shall consider all applications before the fifteenth (15th) of March each year. All applicants shall be informed of the School Division's decision on or before March 31st in each year.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 *Sick leave benefits are sponsored by the School Division and will be granted with pay for the purpose of obtaining necessary medical or dental*

treatment or on account of injury, illness or disability to the extent hereinafter provided.

- 10.2 a) *In the first year of employment with the School Division, the teacher shall be entitled to statutory sick leave. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*
- b) *During the second and subsequent years under contract, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness or disability for ninety (90) calendar days.*
- c) *A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days.*
- d) *For the purpose of this Agreement, an interrupted illness for the same illness shall be counted as one illness.*
- 10.3 *Before any payment is made under the foregoing provisions, the teacher shall provide:*
- a) *A statement, in a form approved by the School Division, signed by the teacher substantiating the illness.*
- b) *At the request of the School Division, a certificate from the teacher's attending medical or dental practitioner where the absence is for a period of more than three (3) days.*
- c) *At the request of the School Division or its designate, a certificate from a physician or dentist designated by the School Division attesting to the illness or disability claimed provided there is no cost to the teacher.*
- 10.4 a) *Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employee Benefit Plan.*
- b) *After ninety (90) continuous calendar days of illness or medical disability, no further salary shall be paid.*
- 10.5 *Provisions of this Article shall not be applicable when a teacher is on another leave (other than sick leave) without pay, or while on strike.*

- 10.6 *In the event that a teacher wrongfully claims sick leave benefits or abuses the privileges, they shall be considered absent without leave and subject to disciplinary action.*
- 10.7 *When a teacher leaves the employ of the School Division, all benefits contained under these provisions are cancelled.*
- 10.8 *From the date teachers become eligible for disability benefits under the Alberta School Employee Benefit Plan, no further sick leave benefits shall be paid by the School Division for the period of that disability.*
- 10.9 *Teachers receiving disability benefits from the plan shall not receive sick leave benefits during the period of disability.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

- 11.1 ***Maternity Leave/Parental Leave/Adoption Leave (Effective for maternity and/or parental leaves that commenced before May 1, 2019)***
 - 11.1.1 *Teachers are entitled to maternity leave without pay for a period not exceeding eighteen (18) weeks.*
 - 11.1.2 *When possible, a teacher will notify the School Division of her leave requirements three (3) months in advance of the first day of leave. The commencement of and return from maternity leave shall be determined by the teacher. Notification of leave requirements shall be in writing. A medical certificate certifying pregnancy and expected date of delivery shall accompany such notification.*
 - 11.1.3 *A teacher returning from maternity leave is entitled to a teaching position with the School Division. Any teacher returning from maternity leave who was employed on a probationary contract immediately prior to the leave may, at the discretion of the School Division, be offered a second probationary contract of employment.*
 - 11.1.4 *The School Division shall continue to contribute the School Division's share of health plan premiums during the entire maternity leave where the teacher chooses to continue coverage.*
 - 11.1.5 *A teacher who is absent from teaching duties for a health related reason due to pregnancy that is substantiated by a medical certificate from a physician indicating the expected duration of the medical condition and the expected date of next assessment, shall, in lieu of salary provided in this agreement, accept supplementary unemployment benefits for the actual period of*

such medical condition pursuant to the medical evidence and a 95% Supplementary Unemployment Benefits plan registered by the School Division.

- 11.1.6 *Maternity leave (other than the health related portion due to pregnancy defined in article 11.1.5) shall not be considered teaching experience for the purpose of granting salary increments.*

Parental Leave

- 11.1.7 *Teachers are entitled to parental leave without pay for a period not exceeding thirty-seven (37) weeks.*
- 11.1.8 *Teachers entitled to parental leave shall notify the School Division, in writing, of leave requirements three (3) months in advance of the leave, if possible, and at the first opportunity to do so afterwards if the three (3) month requirement cannot be met.*
- 11.1.9 *Only one parent of an adopted child or a newborn shall be entitled to parental leave at a time. When both parents are employed by the School Division parental leave may be split between the parents.*
- 11.1.10 *A teacher returning from parental leave is entitled to a teaching position with the School Division. Any teacher returning from parental leave who was employed on a probationary contract immediately prior to such leave may, at the discretion of the School Division, be offered a second probationary contract of employment.*
- 11.1.11 *The School Division shall continue to contribute the School Division's share of health plan premiums during the first eight weeks of parental leave for the purpose of adoption where the teacher chooses to continue coverage.*
- 11.1.12 *Parental leave shall not be considered teaching experience for the purposes of granting salary increments.*
- 11.1.13 *Within the first year, return from parental leave shall occur when the teacher provides four weeks notice of intent to return. Return from parental leave after the first year shall occur at the beginning of a school year or the beginning of a reporting period or at such other time as mutually agreed to by the teacher and Superintendent.*

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

- 11.2.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Division to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*
- 11.2.3 *Notwithstanding clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to clause 11.2.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.2.3 the teacher is not eligible to reapply for additional consideration under clause 11.2.3.*

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

11.1 Maternity Leave

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*

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

11.2 Parental Leave

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

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

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

11.3 Salary Payment and Benefit Premium

- 11.3.1 *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2 *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3 *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4 *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5 *The 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 Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of 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) percent 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 *Upon request to the principal, a teacher shall be granted one day personal leave per school year except where circumstances put such a leave in conflict with the interests of the school, such as appropriate coverage. Upon request to the Superintendent, a principal shall be granted one day personal leave per school year except where circumstances put such leave in conflict with the interests of the school.*
 - 12.1.1 *For any teacher under contract for 60 days or less in a school year, the provisions of clause 12.1 do not apply.*
 - 12.1.2 *Any teacher under contract for 61 to 100 days in a school year shall be granted 1/2 day personal leave per school year.*
 - 12.1.3 *Each teacher shall be entitled to accumulate unused personal leave to a maximum of five (5) days, in addition to the current school year entitlement. Under no circumstances shall a teacher be approved for personal leave of more than five (5) days of*

personal leave in any one school year. The personal leave shall not conflict with the interests of the school.

- 12.1.4 Effective November 1, 2019, the teacher will be able to take one additional personal leave day, per school year, which the teacher will reimburse the employer for the cost of a substitute teacher as provided in Article 5.1.1 regardless of whether a substitute teacher is required. Accumulation will not apply to this clause.

13. ASSOCIATION LEAVE AND SECONDMENT

- 13.1 *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.2 *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.*
- 13.4 *During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on their behalf while on secondment under this clause.*
- 13.5 *The School Division shall be reimbursed 1/200th of the teacher's salary for each day a teacher is absent to participate in the grievance procedure in any way. The teacher shall inform the Secretary-treasurer of the School Division regarding the appropriate billing procedure. If payment is not*

received within 90 days of the date of billing, then the amount due shall be deducted from the teacher's salary.

14. OTHER LEAVES

A leave of absence shall be granted with pay under the following conditions:

14.1 Critical Illness, Death or Bereavement Leave

14.1.1 Up to three (3) school days for the critical illness and five (5) school days for the death, of a teacher's spouse, son or daughter, parent, brother, sister, parent of spouse, grandparent, grandchild, or grandparent of spouse;

14.1.2 Up to three (3) school days for critical illness and three (3) school days for death of brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relative who is a member of the teacher's household.

14.1.3 Up to one (1) school day for bereavement leave not covered by 14.1.1 or 14.1.2. For such leave the teacher shall reimburse the School Division an amount equivalent to the cost of a substitute teacher.

14.1.4 Before payment is made under Article 14.1, the School Division may require a medical certificate stating that critical illness was the reason for the absence.

14.2 Family Medical Leave

14.2.1 Up to two (2) school day to attend to the medical needs of the teacher's child or spouse.

14.2.1.1 Those days referred to in Article 14.1 and 14.2.1 may be extended at the discretion of the School Division should additional time be required for travel.

14.3 Convocation and Exam Leave

14.3.1 A teacher is entitled to leave of absence with pay for one (1) day per calendar year to attend the teacher's own convocation or that of a teacher's spouse.

14.3.1.1 A teacher is entitled to one day for the writing of an examination related to the teacher's academic studies.

14.4 Impassable Roads and Inclement Weather Leave

- 14.4.1 A teacher who, despite reasonable effort, is unable to travel to their school from their usual place of residence because of
 - 14.4.1.1 inclement weather,
 - 14.4.1.2 impassable road conditions, or
 - 14.4.1.3 failure of transportation facilities other than their own,
 - 14.4.1.4 is entitled to their salary for the periods of absence so occasioned.

14.5 Jury Duty / Court Appearance Leave

Leave with pay shall be granted:

- 14.5.1 for jury duty or any summons related thereto;
- 14.5.2 to answer a subpoena or summons to attend any court proceedings as a witness in a cause other than the teacher's own.
- 14.5.3 The teacher shall reimburse the School Division an amount equivalent to any witness or jury fee set by the court.

14.6 Leave for Child's Arrival

- 14.6.1 One (1) day leave with pay shall be provided to a teacher to attend the adoption of their child.
- 14.6.2 One (1) day of leave with pay shall be provided to a teacher occasioned by the arrival of their child (birth or adoption).

14.7 Extended Child Care Leave

- 14.7.1 Extended Child Care leave may be granted to a teacher without pay, allowances and other benefits of this agreement for a period up to one school year, following the period covered by maternity leave and/or parental leave:
 - 14.7.1.1 to provide care to the teacher's child less than two (2) years of age; or
 - 14.7.1.2 to care for the teacher's adopted child less than three (3) years of age or the teacher's adopted child who is identified as a special needs child.
- 14.7.2 The teacher shall, in consultation with the Superintendent, determine the commencement date of the leave. This consultation and notice of leave requirements shall occur three (3) months in

advance of the leave where possible, and in any event, at least one (1) month prior to the commencement of the leave.

- 14.7.3 A teacher requesting return prior to the expiry of the extended child care leave will be considered for appropriate vacancies.
- 14.7.4 Leave taken for the purpose of extended child care shall not be considered teaching experience for the purpose of granting a salary increment.
- 14.7.5 Only one parent shall be granted extended child care leave under these provisions.

14.8 **Discretionary Leave**

- 14.8.1 Additional leave of absence may be granted by the School Division with or without pay.

15. **CENTRAL GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

party may request in writing that the Director of Mediation Services make the necessary appointment.

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

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

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

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

15.15 The award of the Arbitration Board is binding on:

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

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

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

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

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

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

15.9 *The written notice shall contain the following:*

a) *A statement of the facts giving rise to the difference,*

b) *The central item or items relevant to the difference,*

c) *The central item or items and the non-central item or items, where the difference involves both, and*

d) *The remedy requested.*

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

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

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

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

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

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

serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.

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

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

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

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

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

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

15.17 The award of the Arbitration Board is binding on:

a) TEBA and the Association.

b) Any affected school division.

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

If at any time the parties agree that the alleged violation is of a central nature, the local grievance shall be transferred to the central grievance procedure and the central grievance procedure time lines shall be adhered to. If the alleged violation is of a central nature and then is defined as local grievance as per clause 16.1, the central grievance shall be transferred to the local grievance procedure and the local grievance procedure time lines shall be adhered to.

16.1 A 'grievance' is defined as any difference between any employee covered by this agreement and the School Division, or in a proper case, between the Local of the 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.

16.1.1 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 provisions of this procedure, the grievance is processed to the next step. If the grievant fails to comply with all procedures, the grievance is at an end.

16.1.2 The principles of natural justice shall be followed throughout this procedure.

16.1.3 Prior to a grievance being filed the Associate Superintendent (HR) or designate and the grievant(s), with or without an Association representative, shall meet in an attempt to resolve the dispute. This meeting shall occur within 30 operational days from the time the grievant becomes aware, or should reasonably have become aware, of the issue. Should the informal process not provide a resolution, then a formal grievance may be filed.

16.2 Step A

The grievance shall be in writing and must include a statement of the following:

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

Such written grievance shall be submitted to the Secretary-Treasurer of the School Division, to the Chair of the local TWC or equivalent and the Coordinator of Teacher Welfare within twenty (20) operational days after receipt of a letter from Associate Superintendent or designate with regards to clause 16.1.3

The grievance shall be forwarded to a grievance committee composed of two (2) representatives of The Golden Hills School Division No. 75. The grievance committee shall meet within twenty (20) operational days, hear from the grievant(s) with their Association representative and the Associate Superintendent (HR) or designate. The committee shall endeavour to resolve the grievance and shall render its decision in respect of the grievance within fifteen (15) operational days following the meeting.

16.3 **Step B**

Within ten (10) operational days of the decision of the grievance committee either party may, by written notice, require the establishment of an arbitration board as hereinafter provided.

- 16.4 If both parties agree, a single arbitrator may hear the case OR;
- 16.5 Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) days of such notice, and the two (2) members shall endeavour to select an independent chairman.
- 16.6 If the two (2) members fail to select a chairman within five (5) days after the day on which the latter of the two (2) members is appointed, they shall request the Director of Mediation Services to select a chairman.
- 16.7 The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 16.8 The arbitration board shall not change, modify, or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this agreement or that involves the determination of a subject matter not covered by, or arising from, the terms of this agreement.
- 16.9 The arbitration board shall give its decision not later than fourteen (14) days after the appointment of the chairman except with the consent of the School Division and the Association by whose joint consent only shall such limitations of time be extended. The findings and decisions of a majority of an arbitration board shall be the findings and decisions of the arbitration board and shall be binding on both parties.

16.10 Each party to a grievance shall bear the expenses of its respective nominee and the two (2) parties shall bear equally the expenses of the chairman.

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

17. EMPLOYMENT

17.1 Information & Files

17.1.1 The School Division shall make available in each school sufficient true copies of the collective agreement for each teacher. Upon engagement, each new teacher shall be given a copy.

17.1.2 Newly appointed teachers may be required to present a medical certificate of good health, and evidence of teaching experience.

17.2 Reduction of Teaching Staff

17.2.1 The following conditions shall not be deemed to be an extension of a teacher's individual contract which has been terminated:

17.2.1.1 Compassionate Leave

17.2.1.2 Maternity Leave

17.2.1.3 Sabbatical or other special leaves of absence

17.3 Notice for Teachers on Probationary Contract

17.3.1 A teacher on a probationary contract shall be notified in writing by the Superintendent or designate on or before June 5 as to whether or not the teacher will be offered a continuing contract.

17.4 Transfer

17.4.1 The School Division may transfer teachers subject to the following conditions:

17.4.1.1 A teacher shall not be transferred to another school within three calendar years of a previous involuntary transfer, unless the teacher agrees to said transfer.

17.4.1.2 Teachers who are involuntarily transferred to another school shall be entitled to meet with the Superintendent of Schools prior to said transfer and receive, in writing, the reasons for the transfer.

- 17.4.1.3 When a teacher is involuntarily transferred to another school subsequent to the commencement of the school year, the teacher will be provided three days of unassigned preparation time to prepare for the new assignment.
- 17.4.1.4 The School Division shall pay to a teacher who has been involuntarily transferred to another school, the reasonable moving expenses necessarily incurred by the teacher and the teacher's family as a result of said involuntary transfer.
- 17.4.1.5 If the teacher is involuntarily transferred to another school due to downsizing or school closure, clause 17.4.1.1 above shall not apply

The parties hereto execute this Agreement by affixing hereto the signatures of their proper officers on their behalf.

GOLDEN HILLS SCHOOL DIVISION

THE ALBERTA TEACHERS'
ASSOCIATION

Coordinator, Teacher Welfare

Letters of Understanding - Central

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

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

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

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

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

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

New Letter of Understanding #5 – Wellness Spending Account

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

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

Letters of Understanding - Local

Letter of Understanding #9 – Joint Teacher/School Division Professional Development Budget – Pilot Project Continuation

- Pilot project will continue until the conclusion of the next round of local bargaining.
- Equal Contribution to a Central Teacher/School Division PD Budget - \$60 from Association and \$60 from School Division (maximum amount) per FTE teacher.
- A Joint Teacher/School Division PD Committee consisting of 3 teachers and 3 central office staff administer/manage the Central Teacher/School Division PD Budget.
- Individual funds may be accumulated on a per teacher basis year to year until the conclusion of the next round of local bargaining.
- All funds jointly contributed to this professional development pilot project will remain designated in that fund and may be reallocated for professional development at the discretion of the Joint Teacher/School Division PD Committee.
- The Joint Teacher/School Division PD Committee will determine application procedures and timelines, criteria for approval, method of communication to stakeholders, measures/indicators of success and will also be responsible for developing an annual report of how the PD funds were utilized.
- Prior to next round of local bargaining the Joint Teacher/School Division PD Committee will make a recommendation to the Bargaining Committees whether to continue or whether to end the pilot project based upon the realized benefits to individual teacher growth, support for system goals and initiatives and support for student learning.
- Surplus/deficit funds will be carried forward to the next school year.

Letter of Understanding #10 – Substitute Teacher Travel

Effective November 1, 2019, where a substitute teacher travels 50 km or more round trip to a colony school, they will be paid a flat mileage allowance of \$20.00 per each day. This letter of understanding will continue until the conclusion of the next round of local bargaining. At which time both parties will review this letter of understanding for effectiveness.