

COLLECTIVE AGREEMENT

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

BETWEEN

THE GRANDE PRAIRIE SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this ____ of _____ 20__ between

The Grande Prairie School Division (School Division) and the Alberta Teachers' Association (Association).

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

Effective November 10, 2020, the whereas statement above is repealed and replaced by the following whereas statement:

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

WHEREAS such teachers' terms and conditions of employment *and their salaries* have been subject of negotiation between the parties.

AND WHEREAS the parties desire that these matters be set forth in an agreement to govern these terms of employment of the teachers.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

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.*

1.1.1 *All employees, who as a condition of their employment are required to hold a teaching certificate, shall be members of the Association.*

Effective November 10, 2020, clauses 1.1 and 1.1.1 above are repealed and replaced by the following clause:

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

- 1.2 Excluded Positions
 - 1.2.1 Superintendent
 - 1.2.2 Deputy Superintendent
 - 1.2.3 Assistant Superintendent(s) and
 - 1.2.4 Directors as may be appointed by the School Division from time to time.
 - 1.2.4.1 A Director is a person who is allocated District-wide duties by the Superintendent or Designate, and becomes privy to confidential information of the School Division.
- 1.3 *Effective November 10, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
 - 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective November 10, 2020)*
 - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Divisions in any agreement with respect to central terms.*
 - 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*

- 1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms*
- 1.6 *The School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 Structural Provisions
- 1.10.1 Teacher Trustee Liaison Committee
- 1.10.1.1 The parties to the Agreement recognize that the Policy Statement referring to the Teacher Trustee Liaison Committee continues in effect upon the signing of this agreement and remains in effect during the term of this Agreement. The Committee shall meet at least once per year at least once before November 30 of the given school year.
- 1.11 *Effective November 10, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

- 2.1 *The term of this collective agreement is September 1, 2018 to August 31, 2020. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2020.*
- 2.2 List Bargaining**
- 2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*

2.2.2 *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

2.3 Central Matters Bargaining

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

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

2.4 Local Bargaining

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

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

2.5 Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6 Meet and Exchange

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

2.7 Opening with Mutual Agreement

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

2.8 Provision of Information (Effective until November 9, 2020)

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division shall provide to the Association at least once each year no later than October 31, a list of its teachers who are members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.*
- 2.8.2 *Each School Division shall provide the following information to the Association and to TEBA annually:*
- a) *Teacher distribution by salary grid category and step as of September 30;*
 - b) *Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
 - c) *Most recent School Division financial statement;*

- d) *Total benefit premium cost;*
- e) *Total substitute teacher cost; and*
- f) *Total allowances cost.*

2.8 Provision of Information (Effective November 10, 2020, the following clause repeals and replaces clause 2.8 above)

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

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

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

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent School Division financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 Teachers shall be paid on or before the 25th of each month by depositing their net salary in their bank account. July and August salaries will be paid on the regular June pay day upon request for those teachers who exercised that option in the previous school year.

3.2 Grid

3.2.1 *All sums mentioned herein are “per annum” unless specifically stated otherwise.*

3.2.2 *Effective September 1, 2018*

| Years of Teacher Experience | Years of Teacher Training | | | |
|------------------------------------|----------------------------------|-------------|------------|--------------|
| | Four | Five | Six | Seven |
| 0 | 60,706 | 63,755 | 67,270 | 70,796 |
| 1 | 64,482 | 67,594 | 71,118 | 74,651 |
| 2 | 68,257 | 71,430 | 74,966 | 78,505 |
| 3 | 72,033 | 75,267 | 78,814 | 82,358 |
| 4 | 75,807 | 79,101 | 82,660 | 86,214 |
| 5 | 79,585 | 82,938 | 86,507 | 90,066 |
| 6 | 83,358 | 86,774 | 90,354 | 93,922 |
| 7 | 87,135 | 90,611 | 94,201 | 97,777 |
| 8 | 90,911 | 94,447 | 98,049 | 101,629 |
| 9 | 94,686 | 98,282 | 101,896 | 105,485 |

3.3 Education (Effective until August 31, 2019)

3.3.1 *The evaluation of teacher education for salary purposes shall be determined by a statement of qualification issued by The Alberta Teachers' Association Teacher Qualifications Service (TQS) in accordance with the policies and principles approved by the Teacher Salary Qualifications Board.*

3.3.2 *The teacher commencing employment with the School Division shall supply a statement of qualifications from the Teacher Qualifications Service at the time of entering into a contract of employment with the School Division.*

3.3.3 *Until the teacher submits the TQS evaluation, the teacher shall be placed, upon receipt by the School Division of their teaching*

experience verification, at one year below grid position claimed, or at 0 years experience, whichever is higher.

- 3.3.4 *When a teacher commencing employment with the School Division submits a TQS evaluation after employment has commenced, the TQS evaluation for salary purposes shall be retroactive to the date of employment, subject to the provisions of Clause 3.3.6.*
- 3.3.5 *Adjustment to evaluation due to further training will be made twice each year, October and February, for all teachers submitting an amended TQS evaluation showing that their qualifications have increased by September 1 or January 1 of each school year. If a teacher can supply evidence that conditions beyond their control have precluded receipt of a revised evaluation, this period shall be extended to forty-five (45) days beyond the October and February adjustment period.*
- 3.3.6 *Claims for salary adjustments shall not be considered retroactive for years prior to the school year in which the claim is initiated.*

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 teacher shall earn an annual teaching experience increment as recognition for teaching experience up to the maximum salary as outlined in Article 3.2.2 for each school year of service with a school division or other accredited/approved educational authorities.*

- 3.4.6 *A teacher commencing employment with the School Division shall supply the School Division written confirmation from the previous School Division(s) certifying the teaching experience with the School Division(s) within fifteen (15) calendar days of the commencement of employment. Until verification of teaching experience is supplied, the teacher shall be placed at the minimum experience shown on the grid. Upon the School Division's receipt of confirmation of prior experience, the teacher's salary grid experience placement shall be adjusted retroactive to the first day of employment.*
- 3.4.7 *The adjustment date for annual teaching experience increment grid increases shall be September 1 or February 1 of each school year provided that no teacher receives more than one teaching experience increment grid increase in any given school year.*
- 3.4.8 *A teacher who has been under contract and has received salary for 120 equivalent full days in any given school year shall be credited with one year of teaching experience for the purpose of teaching experience increment grid increase.*
- 3.4.9 *Any teacher who has completed one year's satisfactory service under a one-year term contract shall be placed on permanent staff the following year if their service is required by the School Division. Notification of appointment or non-appointment must be given to the teacher sixty (60) days before the end of the temporary contract.*
- 3.4.10 *Substitute teachers shall be eligible for a salary experience increment upon the accumulation of each 120 full days of substitute teaching.*
- 3.4.11 *Part-time teachers who provide teacher service under contract with the School Division, which contract covers a period of time which includes all of the teaching days of the school year; for a minimum equivalent of 120 teaching days, shall be eligible for one teaching experience increment.*
- 3.4.11.1 *Adjustment dates for increment purposes shall be September 1 and February 1 of each school year, as applicable.*

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 High School Career Technology Studies (CTS) Teachers (Grade 10-12)

3.5.1 *The purpose of this Clause is to recognize the specialized skill and training of Grade 10 to 12, CTS teachers who have journeyman trade certification or a recognized degree in Health Services and a valid Alberta Teaching Certificate/Letter of Authority. These teachers must be teaching in a trade area as outlined in the Alberta Apprenticeship Board's list of trades or Health Sciences CTS courses.*

3.5.2 *In the case of CTS teachers, described in 3.5.1, the School Division shall have the right to determine the initial grid placement as they deem reasonable and necessary. The School Division will notify the Association of any teacher who is being paid under this Clause. Initial grid placement shall be no less than:*

- 3.5.2.1 *One year of experience for each year of vocational experience as a journeyman, or professional health practitioner up to a maximum of five (5) years.*
- 3.5.2.2 *After the fifth year, one year of experience for every two (2) years of vocational experience as a journeyman or professional health practitioner.*
- 3.5.3 *Vocational experience for Clause 3.5.2 shall be that experience gained following the date a candidate attains journeyman status or equivalent and further, such experience must be in the vocational area that the candidate is registered in while pursuing the university vocational education program.*

3.6 Other Rates of Pay

3.6.1 Work Outside the School Year

- 3.6.1.1 Teachers who work at the written request of the Superintendent or designate during the summer or other holidays will be given their choice of one of the options:
 - a) to be paid 1/200th per day as per their placement on the grid, or
 - b) to accrue lieu time, in full-day or half-day increments only, for time worked.
 - c) a combination of salary and lieu time, subject to preapproval by the Superintendent or designate.
 - d) Lieu time accrued for work must be utilized prior to the end of the following school year.
- 3.6.1.2 *Summer school teachers shall be paid 1/200 per day as per their placement on the grid.*

3.7 Other Allowances

3.7.1 Teacher Convention Honorarium

- 3.7.1.1 A teacher who is engaged by the Convention Association, as a speaker, shall be entitled to retain any honorarium and/or stipend provided by the Convention Association.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

In addition to the basic salary rate as set forth in 3.2.2 above, there shall be paid an administration allowance in accordance with the following schedule:

4.1 Administration Allowances

4.1.1 Principal Allowance

4.1.1.1 *The parties agree to an administrator allowance formula with a base of \$17,850 per school, an additional \$10 per student, and an additional \$100 per FTE staff, based on September 30 student and FTE Staff counts.*

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

4.1.2 Vice Principal Allowance

A Vice-Principal shall be paid fifty percent (50%) of the Principal's Allowance.

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

4.1.3 Coordinator Allowance

4.1.3.1 *As appointed by the Superintendent, a Coordinator shall receive \$4,412 per appointment.*

4.1.4 Administration Allowances – structure

4.1.4.1 *Where a school's September 30th enrolment and staff count increases, a Principal or Vice-Principal's allowance will be adjusted accordingly.*

4.2 Red Circling

4.2.1 *Where a school's September 30th enrolment and staff count experiences a decrease less than or equal to ten percent (10%) of the previous year's September 30th enrollment, a Principal and Vice-Principal's allowance will not be adjusted.*

4.2.2 **School Division Initiated Transfer of Administrators**

Notwithstanding any other provision of this collective agreement where a Principal or Vice-Principal:

- a) is required by the School Division to transfer to another school or to another Principal's position;
- b) has a designation of Principal or Vice-Principal maintained by the School Division; and
- c) such transfer results in a lower allowance calculation under this collective agreement;

the School Division agrees to maintain the annual allowance being received at the time of the transfer until such time as the provisions of this collective agreement entitle the Principal or Vice-Principal to an annual allowance which is more than that being received at the time of the School Division initiated transfer.

4.2.3 **School Division Initiated Transfer of Students**

Notwithstanding any other provision of this collective agreement where student transfers by the School Division result in a school's enrollment being lowered, the School Division agrees to maintain the annual allowance being received for a period of not more than three years.

4.3 **Acting Administrators – Compensation**

- 4.3.1 In addition to their regular salary, substitute administrators will be paid, per day worked as a substitute administrator, 1/200th of the allowance of the administrator being replaced.

4.4 ***Teachers with Principal Designations (Effective until November 9, 2020)***

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

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

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

4.4 Teachers with Principal Designations (Effective November 10, 2020, the following repeals and replaces clause 4.4. above)

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

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

4.5 Other Administrator Conditions

4.5.1 Administrator Lieu Days

4.5.1.1 The School Division will provide to school-based Principals two (2) paid leave day(s) per school year, to be taken at a time mutually agreeable to the Principal and the Superintendent or designate, with the cost of a substitute replacement, if necessary, covered by the school budget.

4.5.1.2 The School Division will provide to Vice-Principals two (2) paid leave day per school year, to be taken at a time mutually agreeable to the Vice-Principal and the Principal

of the school, with the cost of a substitute replacement, if necessary, covered by the school budget.

4.5.2 Administrators' Job Postings

4.5.2.1 Administrative positions will be advertised for no less than seven (7) calendar days.

4.5.3 Administrator Vacation/Work Schedule

Those in receipt of an administrative allowance shall accept the professional responsibility of having their sites operational on the opening day of each school year. Where schools are open prior to the school year, administrators can develop with their leadership team, a flexible schedule for their own presence at school.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 *The substitute teacher rates of pay are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

A substitute teacher shall be paid as follows:

Effective until April 30, 2019, \$232.00 per day of teaching inclusive of holiday pay

\$116.00 per half day of teaching inclusive of holiday pay.

5.1.2 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$218.87 plus six percent (6%) vacation pay of \$13.13 for a total of \$232.00.*

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: Notwithstanding Clause 5.1, a substitute teacher who substitutes for the same teacher or in the same assignment for a period of more than five (5) consecutive*

days shall be paid according to the teacher's grid placement as per Clause 3.2.2 commencing with the sixth day of the assignment.

5.2.1.1 *For the purpose of this Clause, substitute teachers with less than four (4) years training will be compensated as though they had four (4) years training.*

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 Cancellation of Assignment

5.3.1.1 When a substitute teacher has accepted employment, such employment shall not be cancelled without 24-hour notice. Where the anticipated employment is greater than one day the second and subsequent days may be cancelled with 24-hour notice. Where possible, substitute teachers cancelling a job are also required to give 24-hour notice.

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 *A part-time teacher shall be paid a salary equal to the percentage of their teaching time compared to that of a full-time teacher.*

6.3 Other Part-time Teacher Conditions

6.3.1 Movement Between Part-Time and Full-Time Assignment

6.3.1.1 Any teacher employed on a full-time (1.00 FTE) continuous contract who agrees to employment on a part-time contract shall be given a part-time continuing contract for an agreed upon period and, notwithstanding Section 211(2) of the *Education Act*, that contract shall be for a specified portion of a full-time equivalent which shall not be varied except by consent.

6.3.1.2 At the end of the initial or any subsequent time period the teacher shall return to a full-time contract unless, prior to May 1, the teacher and the School Division agree to renew the part-time contract arrangement, for a new time period. Nothing in this Clause precludes any change in the contract by mutual consent.

6.3.1.3 The teacher shall be returned to a mutually agreed on position or returned to the position held prior to the part-time teaching assignment. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training. Should the teacher continue in the part-time position beyond one year, when returning to a full-time position shall be placed in a position commensurate with the teacher's experience and training.

6.3.2 Job Sharing

6.3.2.1 In the event two teachers currently employed by the School Division, with at least one being a full time teacher, wish to share one full time teaching position, the following shall apply:

- a) The full time equivalent of the teachers sharing a full time position shall not exceed one full time equivalent assignment based on assigned minutes consistent with other full time assignments in the school in which they teach.
- b) Articles 3.4.10 or 3.4.2 (depending on the effective date of the provision), 6.2.1, and 6.3.1 do not apply to any teachers who are job sharing.
- c) A proposal signed by both teachers shall be provided to the principal, no later than May 1 of the school year

immediately preceding the year in which the job sharing is to take place.

- d) For each job sharing teacher, the School Division shall pay full Alberta School Employee Benefit Plan or alternative premiums under Article 7 and full health spending account entitlements under Article 7.3, but all other benefits will be prorated, based on the percentage of assigned time for each of the teachers which, in any event, cumulatively cannot exceed 100 percent (100%).
- e) The teacher, when returning to their initial status, shall be returned to a mutually agreed on position or returned to the position held prior to the job sharing assignment. Should the previous position no longer exist, or failing mutual agreement as to placement, the teacher shall be placed in a position that is commensurate with the teacher's experience and training.

6.3.2.2 Teachers participating in job sharing shall be paid a portion of their grid salary proportionate to the percentage of the full time position assigned to each teacher.

6.3.2.3 Approval of a job sharing assignment is subject to the needs of the school and the approval of the Superintendent.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

7.1.1 Alberta School Employee Benefit Plan (ASEBP) Extended Health Care Plan I

The School Division shall contribute to the monthly premium payable per teacher to a maximum:

Single - 100%

Family - 100%

7.1.2 ASEBP - Vision Care Plan 3

The School Division shall contribute to the monthly premium payable per teacher to a maximum:

Single - 100%

Family - 100%

7.1.3 ASEBP - Dental Care Plan 3

The School Division shall contribute to the monthly premium payable per teacher to a maximum:

Single - 100%

Family - 100%

7.1.4 Alternate Provider

7.1.4.1 The School Division may, subject to the letter of Understanding on Alternate Provider, provide benefit plans equivalent to the named ASEBP plans. Equivalent shall mean at least the same level of benefit coverage and appeal processes.

7.2 Group Benefits Eligibility

7.2.1 Membership in group insurance plans operated by the ASEBP shall be a condition of employment of all eligible employees. The School Division's payment to the ASEBP Plan 2 Life and Plan "D" ASEBP extended disability benefit covering teachers employed by the School Division shall be up to the maximum monthly premium payable.

7.2.2 ASEBP When on Voluntary Leave of Absence

a) A teacher who has been approved for a professional improvement leave under Article 9.3 (Professional Improvement) or Article 9.4 (Early Leave) shall continue to receive benefits under Article 7 during the term of the leave.

b) In a circumstance where the benefit plan provider determines that the teacher is not eligible for benefits while on a professional improvement leave, the School Division shall pay to the teacher the cash equivalent of the applicable benefit plan premiums/contributions as per Article 7.1 for the duration of the leave.

7.3 Health Spending Account

7.3.1 The School Division shall contribute \$720.00 per teacher per school year, for the use of the teacher, their spouse and dependents, to an

ASEBP, Health Spending Account (HSA). Contributions shall be provided on a quarterly entitlement basis with twenty-five percent (25%) of the annual contribution being contributed each and every subsequent quarter (May 31st, August 31st, November 30th, and February 28th). Individual teachers who have a continuing, probationary, temporary or interim contract, including teachers under contract but on leave, such as sabbatical, medical or maternity leave, shall be eligible to receive a quarterly contribution provided they have a contract of employment during the contribution period.

7.3.2 *Effective September 1, 2019, the Health Spending Account contribution amount will increase to \$725.*

7.3.3 Effective September 1, 2020 and upon approval from ASEBP as to date of commencement, the account referenced in 7.3.1 and 7.3.2 shall be provided as a *Health Spending Account/Wellness Spending Account (WSA)* to all eligible teachers. The plan shall be administered by ASEBP in accordance with the Canada Revenue Agency and the *Income Tax Act* of Canada for the benefit of qualifying teachers and their dependents.

7.3.4 *The unused balance will be carried forward to the extent permitted by the Canada Revenue Agency (CRA). Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.*

7.4 Other Benefits

7.4.1 Northern Travel/Medical Benefits

7.4.1.1 The School Division will agree to provide the sum of \$5400 in box 32 of Northern Travel Benefit on the T4 and designate \$1400 in box 33 for Northern Medical Benefit.

7.4.1.2 For those teachers who are eligible as per the *Income Tax Act*, \$5400 of the annual salary as set out in Article 3.2.2 in the agreement shall be considered to be a Travel and Northern Medical Benefit paid in a prescribed zone as defined by *Income Tax Act* and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the School Division and shall be in accordance with the provision set by the Canada Revenue Agency (CRA).

7.4.2 Employment Insurance Premium Reduction

7.4.2.1 It is agreed between the parties that the provisions contained in the Collective Agreement shall permit the School Division to retain and not pass on to teachers any reduction of premium otherwise required under the Canada Employment and Immigration Commission effective January 1, 1978.

7.4.3 Benefit Entitlements for Teachers on Pension

Retired teachers under the Article would receive HSA as per Article 7.3.

7.4.4 Benefits for Retired Teachers on Contract

The division shall register any eligible retired teacher who is on contract onto the benefit and health spending account plan. If the teacher has already subscribed to the Alberta School Employee Benefit Plan (or equivalent plan), the division shall reimburse the cost for these benefits up to the maximum ASEBP plan rates.

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 Noon Hour Supervision

8.3.1.1 *A school staff may implement a noon hour supervision program on a non-profit or cost recovery basis.*

8.3.2 Duty Free Lunch (Effective April 7, 2019)

- 8.3.2.1 *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.*
- 8.3.2.2 *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.*
- 8.3.2.3 *When reasonable, this break shall occur in the middle of the assignment.*
- 8.3.2.4 *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

8.4 Extracurricular Activities

- 8.4.1 The parties recognize the value of extra-curricular activities including the participation of teachers. However, teacher participation in extra-curricular activities is voluntary. Should a teacher decide to participate in such activities the teacher will not be paid for such service.

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

- 9.1.1 *Teacher Professional Growth Plans will consider but will not be required to include the School Division's goals.*
- 9.1.2 *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*
- 9.1.3 *School Divisions and/or schools are not restricted in developing their own staff development plan in which the School Division and/or school may require teachers to participate.*

9.2 Professional Development Funds

- 9.2.1 The School Division supports the professional development of teachers in its employ and specifically requests that teachers continuously seek to improve their professional qualifications, practices, and abilities by taking courses for that purpose.
- 9.2.2 Annually the School Division shall contribute 2 ½ times category 4 max (as indicated in Clause 3.2.2) to a Professional Development Fund. All unexpended monies shall accrue to the fund for use in the following or subsequent years.
- 9.2.3 Applications for tuition reimbursement or the reimbursement of registration cost for non-credit courses, as described below, from the Professional Development Fund may be submitted in any year by teachers currently employed by the School Division. Applications will be accepted for:
- a) Tuition reimbursement for university credit courses.
 - b) Reimbursement for the registration cost of non-university credit courses, pre-approved prior to registering in the course by the Superintendent or designate.
 - c) Professional Improvement Leaves as per Clause 9.3.
- 9.2.4 Professional Improvement Leave (PIL) shall mean a leave of absence granted by the School Division for the purpose of study approved by the School Division for improving the teacher's professional qualifications, practices, and abilities.
- 9.2.5 **The Professional Development Fund Committee**
- 9.2.5.1 The Professional Development Fund Committee shall be composed of two teacher representatives, selected by the Association Local Teacher Welfare Committee (TWC), a Board member who shall sit as chair of the committee, and a member of the School Division's senior education administration team. Should the Professional Development Fund Committee vote be tied, final adjudication will be by local TWC Chair.
- 9.2.6 **Procedures for Tuition Reimbursement for University Credit Courses**
- 9.2.6.1 To be eligible for reimbursement for university credit courses, tuition and other compulsory fees, excluding textbooks, taken for the purpose of improving their

professional qualifications, practices and abilities, teachers must be actively employed (including maternity or professional improvement leave) by the School Division during the completion of the course and at the time of submission. Teachers may submit for reimbursement of fees for university credit courses with a completion date occurring in the 12-month period immediately preceding September 30th. As part of their submission, teachers must submit evidence of successful completion of each course.

9.2.7 Procedures for of Approval Non-University Credit Courses

9.2.7.1 Teachers seeking reimbursement of registration costs for non-university credit courses intended for the purpose of improving their professional qualifications, practices, and abilities shall make a written submission outlining their intent to the Professional Development Fund Committee, as referred to in Clause 9.2.5, for approval prior to registering in the course. The Professional Development Fund Committee will review the submissions and assess the merit of each request on the basis of the potential benefit to the teacher and the School Division in terms of the teacher's professional qualities, practices, and abilities. The Professional Development Fund Committee shall notify the teacher regarding the disposition of their application within 30 days of having received the application.

9.2.7.2 To be eligible for reimbursement of registration costs for non-university credit courses pre-approved by the Professional Development Fund Committee, teachers must be actively employed (including maternity or professional improvement leave) by the School Division during the completion of the course and at the time of submission. Teachers may submit for reimbursement registration costs for non-university credit courses with a completion date occurring in the 12-month period immediately preceding September 30th. As part of their submission, teachers must submit evidence of successful completion of each course.

9.2.8 Deadline for Requests for Reimbursement

9.2.8.1 The deadline for submission of claims for reimbursement of tuition fees for university credit courses and for registration fees of non-credit courses pre-approved by

the Professional Development Fund Committee is September 30th of each year. All submissions must be made to the Superintendent or designate, who shall submit all requests for reimbursement in their entirety to the Professional Development Fund Committee by October 15.

9.2.9 Reimbursement of Fees

9.2.9.1 Teachers shall receive payment by November 30th for requests approved by the Professional Development Fund Committee, as per the guidelines in Article 9.2, to a maximum of \$7,500 per teacher per 12-month period.

9.3 Professional Improvement Leave (See Note)

NOTE: Clause 9.3 is not in effect for the 2020-2021 and 2021-2022 school years. By January 31, 2022, the ATA Local will inform the School Division in writing of their intent to either maintain the elimination of clause 9.3 for future years or revert to the provisions for 9.3 listed below.

The Professional Development Fund Committee will determine the number of Professional Improvement Leaves to be granted for the following year by November 30 of that year. The number available will be based on the amount of funds remaining in the Professional Development Fund account following the reimbursement of tuition and non-credit course registration fees.

9.3.1 Procedures for Professional Improvement Leave

To be eligible for Professional Improvement Leave (PIL), the teacher shall have served the School Division for a minimum of five (5) years prior to the year in which they submit their request for leave.

The Professional Development Fund committee shall review all applications for PIL and assess the merit of each application in relation to the following factors:

- a) The contribution made by the applicant to the School Division and to the profession,
- b) The benefit of the applicant's chosen form of study in terms of their professional qualities, practices, and abilities, as well as the relevant value of the content of their chosen form of study to the School Division,

- c) The applicant's length and continuity of service to the School Division, and
- d) The length of service since a previous PIL was granted to the applicant.

9.3.2 The written application for PIL shall include the following:

- a) A response to the factors considered by the committee as referenced in Clause 9.3.1.
- b) Requested start date and length of leave. Leave shall normally be for a period of one school year. Leave to participate in university courses may be granted for shorter periods on a prorated basis.

All applications shall be submitted in writing to the Superintendent or designate by:

- a) January 23, for requests for leave for a full school year.
- b) March 1 for short-term leaves.

9.3.3 The Superintendent or designate shall submit all applications for PIL to the Professional Development Fund Committee within 10 school days of the deadline for application. A Professional Development Fund Committee meeting shall be convened at the earliest possible instance to review submissions.

If an interview is necessary for the purpose of seeking clarification of any request for PIL, interviews shall be conducted by the committee at their earliest convenience.

The committee shall make decisions regarding reimbursement. In the event of a tie vote within the committee, the Superintendent or designate shall make the final determination.

Responses to applicants shall be made within 20 days of the deadline for application or interview, whichever is later.

9.3.4 Applicants who are granted leave will be reimbursed according to the Collective Agreement in effect for the year in which they are on leave.

9.3.5 A teacher granted PIL shall receive 75 per cent of their grid placement at the time of leave. Salary is payable in accordance with Articles 3.2.2 and 9.3.

- 9.3.6 A teacher who is granted PIL shall return to duties following the conclusion of the leave for a period of at least two (2) years.
- 9.3.7 If a teacher does not return to duties following the leave, then the salary together with all benefits and premiums paid by the School Division on behalf of the teacher during the leave, with interest accruing from June 30 of the leave year at the prime rate of bank interest per cent per annum, shall be repaid by the teacher.
- 9.3.8 Except as provided in Clause 9.3.9, when a teacher who returns to the School Division and has commenced fulfillment of the return commitment, fails to complete that commitment, then the salary, benefit premiums paid by the School Division to, or on behalf of, the teacher during the leave period in proportion to that portion of the commitment which is incomplete, shall be repaid by the teacher as provided in Clause 9.3.7.
- 9.3.9 Notwithstanding the foregoing, in the case of illness of the teacher or other circumstances, the School Division may postpone or cancel the period of teaching service prescribed in Clause 9.3.6 and may provide terms for the payment of any sums owed to the School Division by the teacher who has not commenced or completed the period of teaching service.
- 9.3.10 A period of PIL shall be considered as equal to a period of classroom service for the purpose of determining service and salary status.
- 9.3.11 For a full year PIL, for the purpose of scheduling, the teacher on leave shall advise the School Division of their preferred assignment by completing the School Division Staff Intent Form while they are on leave.
- 9.3.12 A teacher shall return to a mutually agreed upon position or to the position occupied at the commencement of the leave. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training.

9.4 Early Leave

- 9.4.1 Early leave shall be granted by the School Division upon application for study at university or other institutions providing courses acceptable to a committee composed of two (2) teacher representatives selected by the Association Local Teacher Welfare Committee (TWC) and two (2) School Division representatives.
- 9.4.2 A written application under this Clause shall be made through the Superintendent to a committee composed of two (2) teacher

representatives selected by the Association Local TWC and two (2) School Division representatives, which shall determine if the leave is granted.

- 9.4.3 Not more than four (4) leaves shall be granted in the same school year. All applications will be reviewed by the committee outlined in Clause 9.2.5. Applications for leave shall be submitted by October 1 or March 1. The committee shall submit to the School Division a list of recommended applicants, designating candidates by merit, after considering the seniority and qualifications of each applicant and the interest of the school system. All applicants shall be notified of the School Division decision within one (1) month.
- 9.4.4 A teacher shall have deducted 1/200th of regular annual salary per day of leave, and shall be paid 1/200th of seventy-five percent (75%) of their grid placement at time of leave per day of early leave.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 *Annual sick leave with pay shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment due to accident, sickness or disability for ninety (90) calendar days.*
- 10.2 *A teacher who has been absent due to medical disability shall upon return to duty, be entitled to an additional sick leave benefit in the current year of ninety (90) calendar days.*
- 10.3 *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness shall be required to present a signed statement giving the reason for such absence and, if the absence is for a period of more than five (5) consecutive days, may be required to present a medical certificate. For absences of a period in excess of thirty (30) calendar days the employee may, at the discretion of the School Division, be called upon to furnish a further medical certificate at the end of each month during the duration of the sick leave.*
 - 10.3.1 *Where the School Division requires a teacher to have the School Division medical certificate or functional abilities form completed by a physician, fees charged by the physician for providing this documentation will be paid for by the School Division.*
 - 10.3.2 *The School Division agrees that if it changes its medical certificate or its functional assessment form in its Administrative Procedures, it will advise the Association.*

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 *Maternity Leave*

- 11.1.1.1 *Teachers are entitled to maternity leave for a maximum period of 15 weeks commencing on a date of their choosing.*
- 11.1.1.2 *Whenever possible, written notice of intent to take such leave must be forwarded to the superintendent or designate at least six (6) weeks prior to commencement of the leave.*
- 11.1.1.3 *The School Division shall pay the portion of the teacher's benefit premiums specified in Article 7.1 of this Collective Agreement for the duration of the maternity leave.*
- 11.1.1.4 *The School Division shall implement a supplemental unemployment benefits (SUB) plan which shall provide teachers on maternity leave with ninety-five percent (95%) of gross salary during the health-related portion of the leave. A teacher, who is not eligible for Employment Insurance Benefits, is entitled to access sick leave in accordance with Article 10 of this Collective Agreement for the duration of the health-related portion of the maternity leave.*
- 11.1.1.5 *At least four (4) weeks prior to the date on which the teacher intends to return to work, written notice must be forwarded to the superintendent or designate.*
- 11.1.1.6 *Following the leave, a teacher shall be returned to a mutually agreed upon position or to the position held at the commencement of the leave. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training.*

11.1.2 *Adoption/Parental Leave*

- 11.1.2.1 *Upon request, the School Division shall grant adoption/parental leave for a period of up to one (1) year. Adoption/parental leave which does not exceed thirty (30) consecutive days shall be leave without payment of salary. Adoption/parental leave which exceeds thirty (30)*

consecutive days shall be leave without payment of salary and without contributions by the School Division to benefits.

- a) Whenever possible, written notice of intent to take such leave must be forwarded to the superintendent or designate at least six (6) weeks prior to the commencement of the leave.*
- b) At least four (4) weeks prior to the date on which the teacher intends to return to work, written notice must be forwarded to the superintendent or designate.*

11.1.2.2 Commencement of leave shall occur the day the child comes into full care of the teacher. Leave may commence earlier if agreed to by the School Division.

11.1.2.3 Following the leave, a teacher shall return to a mutually agreed upon position or to the position occupied at the commencement of the leave. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training.

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) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*

11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*

11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*

11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*

11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 Short-term Personal Leave

- 12.1.1 All short-term personal leave days shall be granted upon notification to the Superintendent or designate. Notice is provided by entering the absence in the leave management system and is processed by the Human Resources Department.
- 12.1.2 *Leave with pay for up to two (2) days per school year, for personal reasons. These days shall be granted with no deduction to the teacher's salary. Unused days referred to in this Clause shall accumulate to a maximum of five (5) days.*
- 12.1.3 Leave with pay for up to one (1) day per school year, for personal reasons. An amount equal to the salary paid to the substitute teacher hired as a replacement as defined in Clause 5.1.1 shall be deducted from the teacher's salary.
- 12.1.4 Leave with pay for up to one (1) day per school year, for personal reasons. An amount equal to half the cost of a substitute teacher as defined in Clause 5.1.1 shall be deducted from the teacher's salary.
- 12.1.5 Leave with pay for up to one (1) day per school year, for personal reasons. An amount equal to the cost of a substitute teacher as defined in Clause 5.1.1 shall be deducted from the teacher's salary.
- 12.1.6 Personal leave days under Articles 12.1.2 - 12.1.5 may be taken in any order.
- 12.1.7 No more than two (2) Personal Days shall be taken from May 1 to June 30. Exceptions to this practice may be granted by the Superintendent or Designate upon written application to the Director of Human Resources.
- 12.1.8 Requests for leaves under this Clause shall not be used to extend Summer, Christmas or Easter/Spring breaks. Leaves that coincide with the aforementioned breaks, but are not for the purpose of extending the breaks, may be granted by the Superintendent upon written application to the Director of Human Resources.

12.2 Long-term Personal Leave

- 12.2.1 On written application, the School Division through the Superintendent may grant personal leave. Personal leave which does not exceed thirty (30) consecutive days shall be leave without payment of salary. Personal leave which exceeds thirty (30) consecutive days shall be leave without payment of salary and

without contributions by the School Division to benefits and health spending account.

- 12.2.2 After a minimum of five (5) years' service with the School Division a teacher may take a one school year's leave of absence without pay and without School Division contributions to benefits. Notice shall be given by April 30th and the response shall be given by the School Division before May 15 of the year in which the leave commences. Following the expiration of the leave, the teacher shall be returned to a mutually agreed upon position or to the position occupied at the commencement of the leave. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training. No more than five (5) teachers shall receive such leave in one school year. A period of leave of absence which has been used to attend full-time University shall be considered as equal to a period of classroom service for the purpose of determining service and salary status. Proof of enrollment and program engagement must be submitted prior to September 30 following the year of leave.
- 12.2.3 Where there is an agreement between the teacher and the School Division to extend the leave of absence, that teacher shall, at the termination of the leave, be returned to a mutually agreed upon position or the teacher shall be placed in a position commensurate with the teacher's training and experience.

13. ASSOCIATION LEAVE AND SECONDMENT

- 13.1 *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.2 *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per Clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be*

seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.

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

14. OTHER LEAVES

14.1 Compassionate Leave

14.1.1 *Leave necessitated by the critical illness or death of a spouse, child, grandchild, parent, grandparent, brother, sister, nephew or niece, of an employee or their spouse; or other relatives who are members of the employee's household; or other persons at the discretion of the Superintendent shall be granted leave with pay by the School Division as follows:*

- a) *Up to and including five (5) days for critical illness.*
- b) *Up to and including five (5) days for death.*

14.1.2 *Leave necessitated by the critical illness or death of an aunt, uncle; aunt or uncle of spouse; shall be granted leave with pay by the School Division as follows:*

- a) *One (1) day for critical illness.*
- b) *One (1) day for death.*

14.1.3 *At the Superintendent's discretion, a maximum of two (2) extra days for travel may be allowed. The cost of the substitute shall be paid by the School Division.*

14.2 Family Needs Leave

14.2.1 *Effective September 1, 2017, in any one school year, six (6) days with pay and benefits will be provided for the care of an ill family member, make arrangements for medical care of a family member, travel for out of town medical or dental treatment, attend to other legal or business issues necessary for long-term or emergent support of a family member. Where possible, the teacher will provide written notice to the School Division.*

14.2.2 *Immediate family members shall be defined as the employee's spouse, child, parent or other individual for whom the employee is the legal guardian or appointed caretaker.*

14.3 Leave for Child's Arrival

14.3.1 A teacher shall be granted up to a maximum of three (3) days paid leave for the purpose of completing the necessary documentation and requirements involved in the adoption and receipt of a child.

14.3.2 In the event of the spouse of an employee giving birth to a child, three (3) days with pay shall be granted to the employee and this leave shall be taken within fourteen (14) calendar days of the birth.

14.4 Attendance At Court

14.4.1 Leave of absence with pay shall be granted to a teacher:

- a) For jury duty or any summons related thereto.
- b) To answer a subpoena or summons to attend any court proceeding as a witness in a cause other than a teacher's own.

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

The School Division and the Association recognize that resolution of issues arising out of the application of this Collective Agreement shall be earnestly worked towards at the school or site level by the teacher and with their direct supervisor, or with the appropriate employee of the School Division. Should resolution be unsuccessful, the grievance procedure shall be used to address issues.

16.1 Step A

- 16.1.1 Any difference between a teacher covered by this agreement and the School Division shall first be discussed between the teacher and direct supervisor, or with the appropriate employee of the School Division, within 10 school days from the date of the incident giving rise to the grievance, or from the date the teacher would have had reasonable knowledge of the incident, whichever is later. No stoppage of work or refusal to perform work shall occur.

16.2 Step B

- 16.2.1 If the teacher is not satisfied with the resolution by the direct supervisor, or the appropriate employee of the School Division, the teacher shall have ten (10) school days to communicate in writing the statement of the nature of the grievance to the Chairman of the Teacher Welfare Committee (TWC) and the Assistant Superintendent assigned to Human Resources. The written communication shall set out the nature of the grievance, the Articles of this agreement which it is alleged have been violated, and the remedy sought.
- 16.2.2 Unless mutually agreed, the Grievance Committee shall meet with the teacher within ten (10) school days of the referral. Teachers may at their own discretion have a representative of the Association present.
- 16.2.3 The Grievance Committee shall be the Secretary-Treasurer, Assistant Superintendent assigned to Human Resources and other designates of the Superintendent, as required.

16.3 Step C

- 16.3.1 Within ten (10) school days of the decision of the Grievance Committee, either party may by written notice require the establishment of an Arbitration Board. Each party shall appoint one member as its representative on an Arbitration Board and the two members so appointed shall endeavor to select an independent Chairperson. If they fail to do this they shall apply to the Director of Mediation Services to select a Chairperson.

- 16.3.2 This Arbitration Board shall determine its own procedure and its decision will be final.
- 16.3.3 This Arbitration Board shall not change, modify or alter any of the terms of this agreement.
- 16.3.4 Each party shall bear the cost of their nominee and shall share equally the cost of the arbitrator.
- 16.3.5 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Timelines are mandatory unless mutually agreed otherwise. If the teacher or Association fails to comply with the provisions of the grievance procedures, the grievance shall be considered abandoned. If the School Division fails to comply with the grievance procedure, the teacher or Association may advance the grievance to the next step of the grievance procedure. Time limits may be extended by mutual agreement of both parties.
- 16.3.6 At any stage in the grievance process either party may suggest mediation, and upon mutual agreement a mediation process can be used. Decisions of the mediator are non-binding on either party, nor do they preclude continuing with the grievance process. Selection of a Mediator will be by mutual agreement and costs will be shared equally.

17. EMPLOYMENT

17.1 Information and Files

- 17.1.1 Upon two days' notice a teacher shall have access to their personnel file.

17.2 Parking

- 17.2.1 Parking/Plug-ins - parking, including plug-ins, shall be at no cost to the teacher.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20__.

The Alberta Teachers' Association

The Board of Trustees

Chairperson, Negotiating Subcommittee

Chairman

Associate Coordinator,
Teacher Employment Services

Grande Prairie School District No 2357

Secretary-Treasurer

New Letter of Understanding 1: Association and TEBA Joint Committee to Assist Transition from Central to Local Bargaining – 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” – 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 division 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 (WSA)

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

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

Letter of Intent #1 School Year

The School Division will establish a school year based on the following:

The school year shall consist of a maximum of 188 instructional days and 10 non-instructional days. The non-instructional days shall be allocated for purposes of teacher convention, teacher professional development, parent-teacher conferences, and staff organization days.

Letter of Intent #2 Alternate Provider

The School Division shall provide the Association with notice of intent to change benefit provider one (1) year before the effective date of the new plan. Such notice shall include a copy of all proposed plan documents.

Any alternate plan must have an ongoing equivalence subject to agreement by the parties regarding any divergence.

The School Division shall immediately notify the Association of any changes to the alternate plan and provide proof of continued equivalency.

The Association shall provide the School Division with notification of any changes to the ASEBP plans. The School Division shall, within three (3) months of receiving the notice, provide proof of equivalency.