

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

PEACE RIVER SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

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This collective agreement is made this ____ of _____ 20__ between Peace River 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Effective October 30, 2019, the whereas statement above is repealed and replaced by the following whereas statement.

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

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

WHEREAS the parties desire that these matters be set forth in an agreement,

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

1. APPLICATION/SCOPE

- 1.1 *This collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the School Division excepting those positions agreed to be excluded in local bargaining between the School Division and the Association, in Article 1.2.*

Effective October 30, 2019, clause 1.1 above is repealed and replaced by the following clause:

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

1.2 Excluded Positions

The Superintendent of Schools, Deputy Superintendent, Assistant Superintendent and supervisors are excluded from this agreement.

- 1.3 *Effective October 30, 2019, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
- 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
- 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective October 30, 2019)***
- 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employer 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 School Divisions 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 *School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*

- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective October 30, 2019, all provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

- 2.1 *The term of this collective agreement is September 1, 2018 to August 31, 2020. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2020.*
- 2.2 List Bargaining
- 2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*
- 2.2.2 *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*
- 2.3 Central Matters Bargaining
- 2.3.1 *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than 15 days and not more than 30 days after the central matters and local matters have been determined.*
- 2.3.2 *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*
- 2.4 Local Bargaining
- 2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Division or the Association must be served after, but not more than 60 days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*
- 2.4.2 *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

2.5 Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6 Meet and Exchange

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

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

2.7 Opening with Mutual Agreement

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

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

1.2 Provision of Information (Effective until October 29, 2019)

- 1.2.1 *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.*
- 1.2.2 *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 costs.*

2.8 Provision of Information (Effective October 30, 2019)

- 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 Article 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:*

- a) *Teacher distribution by salary grid category and step as of September 30;*
- b) *HSA/WSA/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.*

3. SALARY

3.1 Salary Pay Date/Schedule (including substitute teachers' pay date/schedule)

- 3.1.1 Each teacher shall be paid one-twelfth (1/12th) of the teacher's annual rate of salary the second last banking day of each month.
- 3.1.2 Unless specifically permitted by this collective agreement, authorized by the teacher, or permitted by law, payment of the salary of a teacher shall not be withheld beyond the regular date of payment.
- 3.1.3 Substitute teachers shall be paid on or before the tenth day of the month following the month in which the substitute teaching occurred.

3.2 Grid may be altered by wage arbitration

3.2.1 *The School Division shall pay all teachers the salaries and allowances as herein set forth and computed. The amount of university education of the teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid each teacher employed by the School Division.*

3.2.2 *Teacher Salary Grid*

	4	5	6
<i>0</i>	<i>60,412</i>	<i>63,856</i>	<i>67,300</i>
<i>1</i>	<i>64,282</i>	<i>67,729</i>	<i>71,165</i>
<i>2</i>	<i>68,154</i>	<i>71,593</i>	<i>75,038</i>

	4	5	6
3	72,020	75,464	78,908
4	75,893	79,335	82,776
5	79,763	83,204	86,650
6	83,630	87,072	90,518
7	87,502	90,947	94,387
8	91,372	94,816	98,260
9	95,253	98,684	102,124

3.3 Education (Effective until August 31, 2019)

3.3.1 *The evaluation of university education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service (T.Q.S.) in accordance with the policies and principles approved by the Teacher Qualifications Board.*

3.3.2 *Placement on a salary schedule shall be according to the number of years of university education at the first day of school of each school year or commencement of employment.*

3.3.3 *Until a teacher submits proof of university education for salary purposes the teacher shall be placed on a salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for their teaching certificate.*

a) *Proof of university education or proof of having applied for same, must be submitted to the School Division within sixty (60) calendar days of commencement of employment or the first day of school of each school year or upon completion of an additional year of teacher education during a school year. Failure to submit proof, or proof of application within the sixty (60) calendar days, shall result in salary adjustment commencing the month following submission of the statement of qualifications. Proof of application shall be a letter of acknowledgment provided by the Teacher Qualifications Service.*

Notwithstanding Article 3.3.2 any teacher who completes a year of university training during a school year shall be placed at a new level of teacher education on the salary schedule in the month immediately following the month in which the year of training was completed provided they have satisfied the conditions of Article 3.3.3(a) above.

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** *including initial salary placement (Effective until August 31, 2019)*

3.4.1 *For the purposes of this collective agreement a year of teaching experience is defined as:*

- a) *one in which a teacher under contract has received salary for one hundred twenty-five (125) days in one (1) school year; or,*
- b) *one in which a teacher under contract has received salary for one hundred forty-five (145) days over a period of two (2) or more years.*

3.4.2 *Each day of half-time service rendered under contract shall count as one-half (0.5) day for purposes of this section.*

3.4.3 *The adjustment date for change in the number of increments shall be at the beginning of the school year or February 1st.*

3.4.4 *No teacher shall receive more than one (1) teaching experience increment in any one (1) school year.*

3.4.5 *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.*

3.4.6 *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.*

3.4.7 *The provisions in 3.4.5 and 3.4.6 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.*

- 3.4.8 *Teaching experience obtained by a teacher prior to engagement by the School Division is counted as if it had been teaching experience in schools under the School Division's jurisdiction. The onus for substantiating previous teaching experience rests with the teacher.*
- 3.4.9 *Proof of having asked for verification, by double registered letter, to previous employer(s), of teaching experience must be submitted to the School Division within sixty (60) calendar days of commencement of employment or the first day of school, whichever is applicable.*
- 3.4.10 *Upon receipt of verification of previous experience, salary shall be paid according to this experience effective the date of commencement of the school year, or the date of commencement of employment, whichever is applicable.*
- 3.4.11 *If such verification is not submitted within the aforementioned sixty (60) calendar days the teacher shall be placed in the salary schedule according to the most recent statement of experience as deemed acceptable to the School Division, or at the minimum of their category according to years of university education. The teacher's salary shall be adjusted effective the beginning of the month following submission of such verification.*
- 3.4.12 *A teacher shall receive increments for experience gained that required the holding of a valid teaching certificate. No one employed prior to September 1, 1989 shall be adversely affected by this Article.*
- 3.4.13 *The portion of each teacher's maternity leave for which Supplementary Unemployment Benefit (S.U.B.) is paid shall count for increment purposes.*

3.4 Teaching Experience (Effective September 1, 2019, the following repeals and replaces clause 3.4 above)

Teachers shall:

- a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
- b) *Not gain experience during vacation periods and leaves of absence without salary.*

- 3.4.1 *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*
- 3.4.2 *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*
- 3.4.3 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4 *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5 *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

Prior Experience

- 3.4.6 *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.*
 - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero years of experience on the salary grid.*
 - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
 - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7 *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per Clause 3.4.8.*
- 3.4.8 *A teacher requesting that the School Division recognize experience earned with a previous employer shall provide to the School Division written confirmation from the previous employer certifying:*
 - a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta*

teaching certificate or its equivalent in the relevant governing jurisdiction;

- b) The position held while earning the experience was one that required a valid teaching certificate; and,*
- c) The written confirmation is signed by an authorized officer of the previous employer.*

3.4.9 The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous School Division.

3.4.10 Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.

3.4.11 Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.

3.5 Special Considerations for Other Education and Experience

3.5.1 Any teacher holding a journeyman certification shall receive an education increment equal to their journeyman certificate training and one (1) additional experience increment for every two (2) years of experience in the trade after journeyman certification to a maximum of five (5) experience increments. For the purposes of the Article, "experience in the trade" is not gained while that teacher is teaching and earning regular increments as per this collective agreement.

3.5.2 Notwithstanding Article 3.5.1, no teacher shall receive increments for experience gained while not holding a valid teaching certificate or Letter of Authority.

3.6 Other Rates of Pay Provisions

3.6.1 Teachers Teaching Night School or Summer School

A teacher employed to teach night school or summer school to provide instruction in credit courses shall be paid as follows:

- a) One two-hundredth (1/200th) of the teacher's annual salary based on their placement on the grid in Article 3.2.*

- b) Such payment shall be inclusive of general holiday and vacation pay.
- c) In the event that the teaching service is not for a full day, the one two-hundredth (1/200th) rate of pay shall be prorated on the basis of the proportion of their required service to full-time service.
- d) While employed specifically to teach night school or summer school such teacher shall not be eligible to receive benefits under Article 7 Insurance Benefits, Article 10 Sick Leave, Article 12 Personal Leave and Articles 14.1 and 14.2 Bereavement and Critical Illness Leave for teaching under a summer school or night school contract.

3.7 Other Allowances

- 3.7.1 **Long Service Allowance:** After fifteen (15) years of continuous service as teacher under contract with the School Division a teacher shall be eligible for the following Long Service Allowance:
 - 3.7.1.1 The Long Service Allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.
 - 3.7.1.2 The Long Service Allowance shall be as follows: \$1,252 per annum to be paid in twelve (12) equal installments.
 - 3.7.1.3 Continuous years of service shall be determined once in each school year as of June 30th. Once a teacher attains the required years of continuous service the Long Service Allowance shall be paid effective the following school year.
 - 3.7.1.4 Continuous service is defined as service earned while drawing a paycheque from the School Division. Continuous service shall not be interrupted by virtue of being granted a leave of absence without pay, without benefits or Extended Disability; however these leaves of absences shall not be counted in determining the fifteen (15) years of service.
- 3.7.2 **Convention Allowance:** A teacher who is engaged by an Association convention as a speaker shall be entitled to retain any honorarium and/or stipend provided by the Convention Association in addition to their regular pay.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Administration Allowances

4.1.1 **Principal:**

- a) *The principal's allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- b) Notwithstanding, Principals shall be paid an annual allowance in accordance with the following:

Basic	\$9,175 plus
For each of the first 0–100 pupils	\$63 plus
For each pupil from 101–300	\$37 plus
For each pupil over 300	\$30

- c) For Hutterite Schools, the per student rate for the Principal (where the school is the Principal's second school) shall be calculated by starting the per student amount at the 0–100 rate (no additional basic amount is to be included).
- d) The pupil count shall be at September 30th of each year and shall be based on the full-time equivalent pupil count.

4.1.2 **Vice-Principals:** shall receive an allowance equivalent to fifty (50%) of the principal's allowance.

4.1.3 **Assistant Principal:** In a school where there is no Vice-Principal the School Division shall appoint an Assistant Principal who shall be paid an allowance equivalent to twenty-five (25%) percent of the principal's allowance.

- a) Article 4.1.3 above shall not apply to schools with six (6) or fewer teachers, however in these schools, in the absence of the Principal another staff member shall be appointed as Acting Principal and shall be paid one two-hundredth (1/200th) of the principal's allowance for each day or one four-hundredth (1/400th) of the Principal's allowance for each half day that the Principal is absent.

- 4.1.4 **Interschool Coordinator:** *The Interschool Coordinator's Allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- a) *Notwithstanding, Interschool Coordinators shall be paid an allowance of – \$1,548*
- 4.1.5 **Project Coordinator:** *fifty percent (50%) of the basic principal's allowance – \$4,588 annually*
- 4.1.6 **Outreach Coordinator:** *twenty-five percent (25%) of the basic principal's allowance – \$2,294 annually*
- 4.1.7 **Lead Teacher for Hutterite Colony:** *twenty-five percent (25%) of the basic principal's allowance – \$2,294 annually*
- 4.1.8 **District Principal:** *allowance equivalent to a principal's allowance in a school with exactly three hundred (300) students.*
- 4.1.9 **Sports Coordinators** – \$1,548 annually

4.2 Minimum Principal Allowance

- 4.2.1 *Effective September 1, 2019, notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*
- 4.2.2 *Effective September 1, 2019, the minimum allowance for Assistant and Vice Principal allowances will be adjusted in accordance with current proportionality to the Principal allowance.*

4.3 Teachers with Principal Designations (Effective until October 29, 2019)

- 4.3.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.3.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the School Division must decide by April 30, 2018 whether or not the*

designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.

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

4.3 Teachers with Principal Designations (Effective October 30, 2019, the following repeals and replaces clause 4.3 above)

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

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

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

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

5.1.2 Effective until April 30, 2019, substitute teachers shall be paid \$222 per day (\$111 per half day) inclusive of holiday pay.

5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$209.43 plus six percent (6%) vacation pay of \$12.57 for a total of \$222.00.*

5.1.4 *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.

- 5.1.5 Effective October 30, 2019 and notwithstanding 5.1.3, a substitute teacher shall be paid 60% of the full day rate indicated in Article 5.1.3 for each partial day worked inclusive of holiday pay. A teacher who works more than 60% of an instructional day shall receive 100% of the substitute teacher's daily rate (inclusive of holiday pay). If a teacher works two (2) partial day assignments on the same day, they shall receive 100% of the substitute teacher's daily rate of pay (inclusive of holiday pay).

5.2 Commencement of Grid Rate

- 5.2.1 *Number of days to go on grid notwithstanding Article 5.1, after five (5) consecutive school instructional days in relief of the same teacher a substitute shall be paid on the sixth and subsequent consecutive instructional days of relief one two-hundredth (1/200th) per day of their placement on the grid plan. The substitute teacher must submit proof of experience and qualifications to the School Division.*
- 5.2.2 *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
- a) When a substitute teacher has accepted employment, such employment shall not be cancelled without at least 24 hours' notice.
 - b) Where the anticipated employment is greater than one day, the second and subsequent days cancelled with 12 hours' notice.
 - c) If the appropriate notice is not provided the substitute teacher may be reassigned to other duties within the school.
- 5.3.2 Effective October 30, 2019, when the School Division requests the attendance of a Substitute Teacher at a professional development session, the School Division will pay the daily rate to the teacher as per Article 5.1.3.

6. PART-TIME TEACHERS

- 6.1 *FTE Definition: A part-time teacher FTE will be determined by 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 All terms and benefits of this agreement shall be pro-rated for part-time teachers on the basis of the proportion of their required service to full-time service.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans Carrier and Premium paid by School Division and proration / group benefits / benefit design

- 7.1.1 *The School Division shall pay one hundred (100%) of the group premium rates for the following insurance plans:*

Alberta School Employee Benefit Plan (ASEBP) Extended Health Care Plan 1

ASEBP Dental Care Plan 3

ASEBP Vision Care Plan 3

ASEBP Extended Disability Benefits Plan D

ASEBP Life Insurance Plan 2

ASEBP Accidental Death and Dismemberment Plan 2

7.2 Group Benefits Eligibility

- 7.2.1 Subject to the master policies of ASEBP, membership in all plans listed shall be a condition of employment for teachers employed at one half (0.5) full-time equivalent, or greater, and optional for teachers employed at less than one half (0.5) full-time equivalent. Exceptions shall be granted where there is a duplication of benefits because the spouse of a teacher has the benefit plans or similar plans as outline in this section.

7.3 Health Spending Account and Wellness Spending Account

7.3.1 *The School Division will establish for each teacher a Health Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) requirements. The School Division will contribute annually an amount of six hundred and seventy-five dollars (\$675.00) for each full-time eligible teacher. This contribution shall be prorated for teachers employed less than full time with the School Division. The unused balance will be carried forward for a total accumulation of two (2) years. Teachers leaving the employ of the School Division will forfeit any remaining balance.*

Upon approval from ASEBP as to date of commencement (after October 30, 2019), the School Division shall provide a Health Spending Account / Wellness Spending Account (HSA/WSA) to all eligible teachers.

Effective September 1, 2019, the School Division will contribute Seven Hundred and Twenty-Five Dollars (\$725.00) for each full-time eligible teacher. Part-time employees shall be eligible on a pro-rata basis. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency and the *Income Tax Act* of Canada.

7.4 Other Group Benefits including Payroll Savings and RRSP

7.4.1 **Employment Insurance Premium Reduction:** The School Division shall retain both the School Division's share and the employee's share of any rebate due under the *Employment Insurance Commission Act* or regulations.

7.4.2 **Benefits of Retirees on Contract:** When a retired teacher returns to active service, the School Division agrees to pay the same proportion of the retired teacher's benefit plans as is paid for plans covered under Article 7.1.

7.4.3 **Northern Travel Benefit:** For the purpose of this agreement 10% of the annual salary as set out in Article 3.2, to a maximum of four thousand dollars (\$4,000.00), shall be considered to be a Travel Assistance Benefit paid. This amount shall be indicated 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.

8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

8.1.1 *Teacher instructional time will be capped at 907 hours per school year.*

8.1.2 *Teacher assignable time will be capped at 1200 hours per 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 Article 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 Duty Free Lunch – New

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.

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

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

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

9.2 Tuition Reimbursement

- 9.2.1 Reimbursement for accredited university course tuition may be granted at the sole discretion of the School Division for purposes of study approved by the School Division for improving a teacher's academic or professional qualifications. No teacher shall be entitled to receive benefit from this provision for more than one (1) full course per school year.
- 9.2.2 Upon proof of successful completion of a university accredited course, a teacher shall be reimbursed up to six hundred dollars (\$600.00) per full course per school year or up to three hundred dollars (\$300.00) per half course. A full course is defined as seventy-eight (78) university credit contact hours and a half course is defined as thirty-nine (39) university credit contact hours. Satisfactory proof of successful completion shall be provided from the university from which the course was taken.

9.3 Professional Improvement Leave

- 9.3.1 Teachers who have three (3), or more, years of continuous service with the School Division may apply to the Superintendent for School Division approval to obtain educational leave of up to one (1) year.
- 9.3.2 Educational leave may be granted at the sole discretion of the School Division for purposes of study approved by the School Division for improving a teacher's academic or professional qualifications.
- 9.3.3 A teacher granted educational leave must agree in writing to return to teaching duties with the School Division for a period of at least two (2) months for each month of educational leave granted.
- 9.3.4 Teachers granted educational leave shall receive a salary of seventy percent (70%) of the teacher's salary in effect at the time the leave is granted. Maximum salary under this Article shall be seventy percent (70%) of fourth (4th) year maximum in effect at the time the leave is granted.
- 9.3.5 The minimum salary granted for a full year educational leave shall be twelve thousand, three hundred and sixty dollars (\$12,360). Shorter educational leaves shall be pro-rated accordingly.
- 9.3.6 In case of a teacher not fulfilling the conditions as stated in Article 9.3.3 above, the full amount of salary paid shall be pro-rated to the time served after return from leave and the remainder repaid to the School Division. Each teaching day shall be considered as one

four-hundredth (1/400th) of the total debt. Interest will be charged at prevailing bank rates to commence at termination of employment.

- 9.3.7 All applications for educational leave shall be submitted by December 15th of the school year prior to the year of the leave request.

10. SICK LEAVE

10.1 Medical Certificates and Reporting

- 10.1.1 Annual sick leave with pay will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness or disability, in accordance with the following schedule:
- a) In the first year of service with the School Division – twenty (20) days.
 - b) After one (1) year of service – ninety (90) calendar days.
- 10.1.2 After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid.
- 10.1.3 Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon their return to full-time duty, they shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:
- a) Less than one (1) year of service – the unused portion
 - b) After one (1) year of service – ninety (90) calendar days
- 10.1.4 Notwithstanding Article 10.1.3, in instances where the teacher has been continuously absent for a period of sixty (60) or more calendar days, reinstatement of the sick leave entitlement shall be made contingent on the teacher providing a medical certificate, signed by a medical practitioner prior to the date of return, verifying that the teacher is able to return to work on a continuing basis. In addition, the ninety (90) calendar days shall not be reinstated until the teacher has been actively at work for ten (10) consecutive teaching days, unless the absence is a result of a new medical condition supported by a certificate signed by a medical practitioner. Should a teacher be unable to fulfill the above requirement then sick leave shall only be available to the extent of the unused portion of the initially available ninety (90) calendar days.

- 10.1.5 A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of more than three (3) consecutive days may be required to present a medical certificate.
- 10.1.6 A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of three (3) teaching days or less shall be required to present a signed statement giving the reason for such absence if requested by the School Division.

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

- 11.1.1 *Maternity leave shall be for a period of up to fifteen (15) weeks.*
- 11.1.2 *The health-related portion of each teacher's maternity leave shall be as determined by medical documentation.*
- 11.1.3 *The School Division will register and implement a ninety-five (95%) percent Supplementary Unemployment Benefits (S.U.B.) plan which each teacher shall apply for and, if eligible, access during the health-related portion of the teacher's maternity leave. The School Division shall pay its portion of each teacher's benefit plan premiums during the health-related portion of the teacher's maternity leave. The remainder of the maternity leave not covered by the health-related portion shall be without pay and benefits. S.U.B. shall be payable for a maximum of seventeen (17) weeks or for the period covered by accumulated sick leave, whichever is less. The School Division shall advise each teacher to apply for Extended Disability Benefits (E.D.B.) at least thirty (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of disability the teacher shall apply for E.D.B. benefits and no further salary, benefit contributions, or S.U.B. shall be payable.*
- 11.1.4 *A teacher may be required to submit medical certificates in order to receive the S.U.B.*
- 11.1.5 *A teacher who does not qualify for S.U.B. Plan benefits, shall be entitled to access accumulated sick leave during the health-related portion of maternity leave.*
- 11.1.6 *A teacher shall provide the School Division with at least four (4) weeks notice in advance of commencing maternity or parental leave.*

11.1.7 *A teacher shall provide the School Division with four (4) weeks written notice of the day on which the teacher intends to return to work.*

11.2 Parental/Adoption Leave

11.2.1 *A teacher entitled to maternity leave, is also entitled to adoption /parental leave of not more than thirty-seven (37) consecutive weeks without pay or benefits, following the last day of maternity leave.*

11.2.2 *A non-maternal parent who is a teacher is entitled to parental leave for a period of not more than thirty-seven (37) consecutive weeks, without pay or benefits within fifty-two (52) weeks after the child's birth.*

11.2.3 *An adoptive parent who is a teacher is entitled to a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption. In addition to adoption leave, the teacher shall be eligible for a further leave without pay and benefits for up to fifteen (15) weeks provided such is continuous and complete within twelve (12) months of the date the teacher first went on adoption leave.*

11.2.4 *If both parents are teachers, the combined maternity and parental leave shall not exceed fifty-two (52) weeks and may be taken simultaneously with the approval of the School Division.*

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

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

11.3.2 *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.*

11.3.3 *Notwithstanding Article 11.3.2 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, parental or adoption leave, for a period of up to twelve months,*

provided the teacher repays the teacher portion of the benefit premiums.

11.3.4 *A teacher who commits to Article 11.3.3 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.*

11.3.5 *If a teacher fails to return to his/her 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.*

11.3.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under Article 11.3.3 the teacher is not eligible to reapply for additional consideration under Article 11.3.3*

11.1 Maternity Leave (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)

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 Article 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/Adoption 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 Article 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 (Effective May 1, 2019)

- 11.3.1 *Salary and Benefit Premium Payment (Health-Related)*
 - 11.3.1.1 *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.*

- 11.3.1.2 *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.1.3 *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.*
- 11.3.1.4 *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.*
- 11.3.1.5 *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. (The following clauses apply for maternity / parental / adoption leaves commencing on or after May 1, 2019 and shall repeal and replace the previous Benefits Prepayment or Repayment clauses above).

- 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 Article 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 A teacher shall be granted three (3) days personal leave per school year without loss of pay and without deductions for substitute pay providing that:

12.1.1 The teacher finds a suitable substitute.

12.1.2 A planned program is available for the substitute.

12.1.3 The request is submitted in writing to the Superintendent or the Superintendent's office.

12.1.4 The Principal is advised in advance of the intended leave dates.

12.2 Notwithstanding Article 12.1, no personal leaves will be granted to teachers during the two (2) days immediately preceding and following Christmas vacation, Easter vacation, spring break, and summer vacation, unless the Superintendent approves individual requests.

12.3 The teacher may carry over one (1) unused personal leave day. This will give them a maximum of four (4) personal leave days to use in that year.

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 Article 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 Article.*

14. OTHER LEAVES

14.1 Bereavement Leave

14.1.1 Leave necessitated by the death of a spouse, child, parent, brother, sister, parent of spouse, son-in-law, daughter-in-law, grandparent, brother-in-law, sister-in-law, grandparent of spouse, or a relative who is a member of the employee's household shall be granted full salary by the School Division, as follows:

- a) Up to, and including, five (5) days for death;
- b) Where necessitated by individual circumstances, a teacher may access the five total days, outlined in 14.1.1 (a), at separate periods within a year of the death.

14.1.2 A teacher is entitled to a leave of up to one (1) day with salary and benefits to attend the funeral of a relative not mentioned in clause 14.1.1 provided a planned program of instruction can be maintained by the school.

- a) If the funeral of the relative is greater than 400 km from the teacher's home, the teacher shall be entitled to one extra day for travel.

14.2 **Critical Illness Leave**

14.2.1 For the purposes of this article, Critical Illness shall be determined by a certificate of a medical doctor, if required by the School Division.

14.2.2 Leave necessitated by the critical illness of a spouse, child, parent, brother, sister, parent of a spouse, son-in-law, daughter-in-law, grandparent, brother-in-law, sister-in-law, grandparent of spouse, or a relative who is a member of the employee's household shall be granted full salary by the School Division: up to, and including, five (5) consecutive days for critical illness.

14.3 **Leave for a Child's Arrival** – A teacher shall be granted one (1) day leave with pay to attend the birth of their child.

14.4 **Family Medical Leave** – A teacher is entitled to three (3) days with pay in each school year for medical or dental care of the teacher's spouse, child or parent.

14.5 **Reasonable Cause Leave** – A teacher may also apply for **leave of absence for reasonable cause** and it shall be granted with or without salary and benefits or with salary less the cost of the substitute. Should the leave be granted without salary and benefits, at the teacher's option, and subject to the master policies of the insurance carrier, the School Division will maintain applicable benefits as set out in Article 7.1 of this agreement during the duration of the leave provided such teacher assumed full responsibility for paying the total costs for said benefits.

14.6 **Inclement Weather/Impassable Road Leave** – The Superintendent or their designate shall grant leave, without loss of pay and benefits, when the teacher despite reasonable effort, is **unable to travel to their school** from their usual place of residence because of:

- a) Inclement weather, or
- b) Impassable public road conditions.

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 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 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 Article 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 Article 15.11 to respond to the grievance.*
- b) *If the difference is not resolved through the response in Article 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.14 a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.15 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*
- 15.16 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected School Division rectify any failure to comply with the Collective Agreement;*
- b) *An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
- c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

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

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

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

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

16 LOCAL GRIEVANCE PROCEDURE

16.1 Any difference between any employee covered by this agreement and the School Division or, in a proper case between the local of the Association and the School Division concerning the interpretation, application, operation or alleged violation of this agreement, and further including any dispute as to whether the difference is arbitrable shall be dealt with as follows, without stoppage of work or refusal to perform work. If at any time the parties agree that the alleged violation is of a central nature, the local grievance shall be transferred to the central grievance procedure and the central grievance procedure time lines shall be adhered to. If the alleged violation is of a central nature and then is defined as local grievance as per Article 15.5 of the collective agreement, the central grievance shall be transferred to the local grievance procedure and the local grievance procedure time lines shall both be adhered to.

16.2 Step A

Such Local difference (hereinafter called "a grievance") shall first be discussed by the aggrieved within fifteen (15) operational days from the date of the incident giving rise to the grievance, or from the date the aggrieved first had knowledge of the incident, whichever is later, with the Superintendent or designate of the School Division, either directly or through the Local of The Alberta Teachers' Association, with the objective of resolving the matter informally.

16.3 Step B

If the aggrieved is not satisfied with the disposition of their grievance, or if no decision has been rendered within ten (10) operational days after the presentation of the grievance to the Superintendent or designate they shall file the grievance in writing with the Superintendent or designate of

the School Division and the Teacher Welfare Chair of the Local of The Alberta Teachers' Association. Such written submission shall be made within fifteen (15) operational days after the grievance was first presented. Such submission shall set out particulars regarding the nature of the grievance, the Articles of this agreement which it is alleged have been violated, and the remedy sought.

16.4 **Step C**

- a) If no decision has been rendered within five (5) operational days after submitting the written grievance, the aggrieved, or the local of The Alberta Teachers' Association as the case may be, shall submit their grievance to a grievance committee as hereinafter provided. Such grievance committee shall be composed of two representatives of the School Division.
- b) A quorum of this committee shall consist of all members. The grievance committee shall meet and endeavour to resolve the grievance and shall render its decision in respect of the grievance within twenty-one (21) operational days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information.

16.5 **Step D**

- a) If the grievance is not resolved within the said time then either party may, by written notice served on the other party together with appointment of its representative to the Arbitration Board, require the establishment of an Arbitration Board as hereinafter provided. Such notice must be given within ten (10) operational days after the date the aforesaid twenty-one (21) operational day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter. The Association and the School Division may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single Arbitrator rather than a three person Board.
- b) The receiving party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) operational days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) operational days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint, any party may request the Director of Mediation Services pursuant to the Labour Relations Code to make the necessary appointment.

- c) The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
 - d) The Arbitration Board shall not change, amend, or alter any of the terms of this agreement. All grievances or differences submitted under this agreement shall not depend on or involve an issue or contention by either party that is contrary to any provision of this agreement or that involves the determination of a subject matter not covered by, or arising during the term of this agreement.
 - e) The findings and decisions of a majority of the Arbitration Board is the award of the Arbitration Board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the Chairperson governs and it shall be deemed to be the award of the Board.
 - f) The Arbitration Board shall give its decision no later than fourteen (14) operational days after the appointment of the Chairman, provided however, that this time period may be extended by written consent of the parties.
 - g) Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expenses of the Chairperson.
 - h) All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.
- 16.6 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, adherence to the provisions of the grievance procedure is required. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may be extended by the written agreement of both parties.
- 16.7 The School Division and the Association agree to consider "Grievance Mediation" as an alternative dispute resolution process for those issues that have been or may be referred to an Arbitration Board. Grievance Mediation shall be entered into by mutual consent in writing and further, unless mutually agreed otherwise in writing, the results of such mediation are not binding nor do they preclude continuing with the arbitration process. Selection of a Mediator shall be completed by mutual agreement between the School Division and the Association.

Each party to the Grievance Mediation shall bear in equal proportions the expense of the Mediator.

17. EMPLOYMENT

17.1 Subrogation

17.1.1 Definitions (for the purposes of this article only):

17.1.1.1 *Cost of Absence* means the total remuneration paid by the School Division during a period when the Teacher was absent from work.

17.1.1.2 *Interest* means interest calculated in accordance with the provisions of the *Judgment Interest Act, RSA 2000, c.J-1*, and amendments and regulations thereto.

17.1.1.3 *Judgment or Settlement* means an order of a court of competent jurisdiction or an agreement whereby the Teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them

17.1.1.4 *Remuneration* means the salary, allowances, benefit premiums, and other monies paid to or in respect of the Teacher by the School Division.

17.1.1.5 *Teacher* means an Employee in respect of whom the School Division has incurred a Cost of Absence, and includes the Teacher's Personal Representative, Trustee, Guardian or the Estate of the deceased Teacher.

17.1.2 In the event that the School Division incurs a Cost of Absence as a result of an act or omission of a third party, the School Division is subrogated to any right or recovery of the Teacher's from the third party in the amount of the Cost of Absence and without restricting the generality of the foregoing, the following provisions apply:

17.1.2.1 The Teacher shall advise the School Division in advance of the Teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the School Division incurring a Cost of Absence;

- 17.1.2.2 The Teacher shall upon request by the School Division include the Cost of Absence, as calculated by the School Division, in the Teachers claim;
 - 17.1.2.3 The School Division shall have the right (but not the obligation) to maintain an action in the name of the Teacher and engage a solicitor (including the Teacher's solicitor) to recover the Cost of Absence;
 - 17.1.2.4 The Teacher agrees to cooperate with the School Division and to provide, at the School Division's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages, and attend examinations for discovery or assist as a witness where required;
 - 17.1.2.5 The Teacher will not settle their claim without the prior written consent of the School Division as to the amount of the Cost of Absence to be recovered by the School Division;
 - 17.1.2.6 Upon resolution of the amount of the Cost of Absence payable to the School Division, the School Division may, upon default of payment by the Teacher following demand by the School Division offset the agreed upon amount of the Cost of Absence payable to the Teacher by the School Division.
 - 17.1.2.7 The Teacher shall not release any third party from the Cost of Absence without the consent of the School Division; and
 - 17.1.2.8 The School Division's consent to settlement shall not be unreasonably withheld.
- 17.1.3 When as a result of Judgment or Settlement with the consent of the School Division, the Teacher recovers a sum equal to all of the Cost of Absence, the Teacher shall, as of the date of Settlement or Judgment, pay the full Cost of Absence recovered to the School Division plus interest, less a proportionate share of legal fees payable thereon by the Teacher to their solicitor with respect to such recovery.
- 17.1.4 When as a result of Judgment or Settlement with the consent of the School Division, the Teacher recovers a sum equal to a portion of the Cost of Absence, the Teacher shall as of the date of Settlement or Judgment, pay to the School Division, the amount

of the Cost of Absence recovered plus interest, less a proportionate share of legal fees payable thereon by the Teacher to their solicitor with respect to such recovery.

17.1.5 The Teacher will upon request by the School Division execute such documents and agreements as may be required or deemed desirable by the School Division to give effect to the provision of this article.

17.1.6 In exercising any of its rights under this Article, the School Division shall have due regard for the interests of the Teacher.

IN WITNESS WHEREOF, the School Jurisdiction and the Association have caused these presents to be executed by their duly authorized representatives on the ____ day of _____, 2020.

FOR THE ALBERTA TEACHERS' ASSOCIATION

ASSOCIATE COORDINATOR TEACHER WELFARE

FOR PEACE RIVER SCHOOL DIVISION

SUPERINTENDENT OF SCHOOLS

LETTERS OF UNDERSTANDINGS – CENTRAL

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 Article 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 jurisdiction-based leaders in the bargaining unit, in the context of their duties and responsibilities.

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

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

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

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

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

LETTERS OF UNDERSTANDING – LOCAL

Letter of Understanding #9 – T2200 Forms for Convention Expenses

The School Division will maintain an Administrative Procedure on T2200 for Convention Expenses.

Letter of Understanding #10 – School Based Administrator Lieu Days

1. School-Based Principals will be granted two (2) days in lieu per school year, at a time mutually agreeable to the Principal and the Superintendent or Designate
2. Effective October 30, 2019, Vice-Principals and Assistant Principals will be granted one (1) day in lieu per school year, at a time mutually agreeable to the Principal and the Superintendent or Designate
3. The paid days must be taken by May 31st of the school year, or days will be forfeited, and no payment shall be made in lieu. For any utilization during the month of June, permission of the Superintendent or Designate must be granted.

Letter of Understanding #11 – AP 424 Lieu Days for Teacher Professional Development

The Division will refine AP 424 to accurately reflect the current practice of providing two (2) paid release days to attend professional development.

Note: The School Division wishes to enhance AP 424 with the following:

- Incorporate language to include that prior to release days being approved by the School Division, Association funds must be approved.
- The School Division will match up to 50% of the Association Local #13 annual Professional Development budget (the “budget”) for teacher self-directed PD to a maximum of \$9,000 and in addition will cover the sub costs and sub mileage.
- Each teacher can only access the fund once per school year and must be a Peace River School Division teacher.
- Upon receipt of approved Association expense claims from the teacher, the School Division will reimburse the teacher up to one hundred twenty (120) dollars.
- AP 424 to be reviewed on an annual basis and modifications made if the budget is revised.