

# **COLLECTIVE AGREEMENT**

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

**BETWEEN**

**THE ROCKY VIEW SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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This Collective Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2020 between The Board of Trustees of Rocky View 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*Effective December 16, 2019, the whereas statement above is repealed and replaced by the following whereas statement:*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.*

And whereas, the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties;

And whereas, the parties desire that these matters be set forth in an agreement to govern the following terms of employment of the teachers, herein referred to as the "Collective Agreement" or the "Agreement";

Now therefore in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

## **1. APPLICATION/SCOPE**

*1.1 Effective March 7, 2019, this Collective Agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the School Division excepting those positions agreed to be excluded in local bargaining between the School Division and the Association.*

*Effective December 16, 2019, clause 1.1 above is repealed and replaced by the following clause:*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/assistant 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.*

- 1.1.1 *This Agreement and its attachments constitute the entire agreement between the School Division and the Association.*
- 1.1.2 *Except for the provisions covered by Articles 1.1, 1.2, 2, 3.1, 3.2, 3.3, 3.4, 4.1, 5, 15 and 16, none of the provisions of this Agreement apply to substitute teachers.*
- 1.1.3 *Except for the provisions outlined in Clause 15 and 16, Grievance Procedure, none of the provisions of this Collective Agreement shall apply to a teacher to whom Clause 3.7.3 applies.*
- 1.2 Excluded Positions: notwithstanding Article 1.1, employees holding the following designations shall be excluded from this Agreement:
  - 1.2.1 Superintendent
  - 1.2.2 Deputy Superintendent
  - 1.2.3 Associate Superintendent
  - 1.2.4 Assistant Superintendent
  - 1.2.5 Director
  - 1.2.6 Home Schooling Co-ordinator
- 1.3 *Effective December 16, 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 (Teachers' Employer Bargaining Association) 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 December 16, 2019)*

1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Divisions in any agreement with respect to central terms.*

1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*

1.5.3. *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms*

1.6 *Subject to Article 1.10.1.1, the School Division retains all those residual rights of management not specifically limited by the terms of this Agreement.*

*Effective December 16, 2019, the following management rights clause repeals and replaces clause 1.6 above.*

1.6 *The School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*

1.7 *Implementation of this Collective Agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*

1.8 *This Collective Agreement cancels all former collective agreements and all provisions appended thereto.*

1.9 *This Collective Agreement shall enure to the benefit of and be binding upon the parties and their successors.*

1.10 *Structural Provisions*

1.10.1 *Consultation*

1.10.1.1 *Effective April 1, 2019, the Association and the teachers recognize the right and the responsibility of the School*

Division to formulate policy. The School Division agrees that it will not implement changes to the existing School Division policies affecting the present working conditions of teachers without consulting with the Local Association. Feedback from the Local Association shall be forthcoming to the School Division no later than thirty (30) calendar days following notice of such changes to the Local Association.

1.10.2 Procedural Advisory Committee (PAC)

1.10.2.1 Effective April 1, 2019, the Association and the School Division agree that consultation on the development of administrative procedures concerning teacher working conditions is valuable and mutually beneficial to both parties.

1.10.2.2 The School Division has established a Procedural Advisory Committee for the purpose of providing feedback to the Superintendent prior to finalization of new or revised administrative procedures affecting the present working conditions of teachers.

1.10.2.3 The School Division agrees that representation on the Procedural Advisory Committee will include up to four (4) local ATA members appointed by the Local Association.

1.11 *Effective December 16, 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 six (6) months and not more than eight (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 fifteen (15) days and not more than thirty (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 the School Division or the Association must be served after, but not more than sixty (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 thirty (30) days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.*
- 2.6.2 *Effective September 1, 2016, for local table bargaining, representatives of the Association and the School Division shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first meeting, the Association and School Division shall exchange details of all amendments sought.*

## **2.7 Opening with Mutual Agreement**

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

## **2.8 Provision of Information (Effective until December 15, 2019)**

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by each employer, each employer shall provide to the Association at least once each year no later than October 31, a list of its teachers who are members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.*
- 2.8.2 *Each employer shall provide the following information to the Association and to TEBA annually:*
- a) *Teacher distribution by salary grid category and step as of September 30;*



- b) *Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
- c) *Most recent School Division financial statement;*
- d) *Total benefit premium cost;*
- e) *Total substitute teacher cost; and*
- f) *Total allowances cost.*

**2.8** *Provision of Information (Effective December 16, 2019, the following clause repeals and replaces clause 2.8 above)*

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

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

- 2.8.2.1 *Teacher distribution by salary grid category and step as of September 30;*
- 2.8.2.2 *HSA/WSA/RRSP utilization rates;*
- 2.8.2.3 *Most recent School Division financial statement;*
- 2.8.2.4 *Total benefit premium cost;*
- 2.8.2.5 *Total substitute teacher cost; and,*
- 2.8.2.6 *Total allowances cost.*

### **3. SALARY**

#### **3.1 Salary Pay Date/Schedule**

- 3.1.1 The School Division shall pay all teachers monthly one-twelfth (1/12) of the salary rate in effect for that month as herein set forth and computed. For the purpose of this Article, allowances shall be considered to be part of salary.
- 3.1.2 Teachers' salaries shall be deposited in their bank account on the 25<sup>th</sup> day of each month or, when the 25<sup>th</sup> day falls on a non-banking day, the preceding banking day, except for December when salaries shall be deposited on the last teaching day in December.
- 3.1.3 This clause expires when clause 3.1.4 comes into effect. Teachers' July and August salaries shall be deposited in their bank accounts on the 30<sup>th</sup> day of June or the last teaching day in June, whichever comes first.
- 3.1.4 Effective September 1, 2019, teachers' July and August salaries shall be paid in July and August in accordance with clause 3.1.2.
- 3.1.5 Substitute teachers, as outlined in Article 5, shall be paid for the number of days or part days worked in each month. Substitute teacher payments shall be deposited in their bank accounts on the 10<sup>th</sup> day of each month. For payment to be made on this date, substitute teacher time sheets shall be submitted to the School Division's Payroll Department no later than the 4<sup>th</sup> day of each month.
- 3.1.6 Unless specifically permitted by this Agreement, authorized by the teacher, or authorized by law, payment of the salary of a teacher shall not be held beyond the regular date of payment.
- 3.1.7 Payment for administration shall commence on the effective date of appointment of the administrator.

#### **3.2 Grid**

- 3.2.1 *The following factors shall determine the placement on the salary schedule:*
  - a) *The teacher's Statement of Qualifications, subject to the terms and conditions of this Agreement;*

b) *The teacher’s years of teaching experience, subject to the terms and conditions of this Agreement.*

3.2.2 *The teachers’ salary rates for each year of teacher education and experience are tabulated below in the applicable “Salary Schedule”.*

3.2.3 a) *Effective September 1, 2018*

<b>Years of Teaching Experience</b>	<b>Years of Teacher Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	59,188	62,393	66,200
1	62,663	65,866	69,674
2	66,135	69,340	73,152
3	69,608	72,815	76,627
4	73,080	76,289	80,104
5	76,550	79,766	83,580
6	80,023	83,241	87,055
7	83,495	86,712	90,531
8	86,969	90,186	94,007
9	90,442	93,658	97,483
10	93,914	97,134	100,960

**3.3 Teacher Education** *(Effective until August 31, 2019)*

3.3.1 *Placement on the salary schedule shall be pursuant to the Teacher’s Statement of Qualifications as determined by the Teacher Qualifications Service of the Association.*

3.3.2 *Teacher education, as indicated by the Statement of Qualifications, shall be one of the criteria for placement on the annual salary schedule.*

3.3.3 *Until the teacher submits a Statement of Qualifications, the teacher shall be placed on the annual salary schedule according to their most recent acceptable Statement of Qualifications, or if their Statement of Qualifications is not available, the minimum educational requirement for their teaching certificate as estimated by the School Division.*

3.3.4 *Each teacher claiming additional teacher education, and each teacher commencing employment with the School Division, shall supply a Statement of Qualifications to the School Division within one hundred and twenty (120) calendar days from the commencement of the school year, or the date of commencement of employment, whichever is the later.*

3.3.5 *If the Statement of Qualifications is submitted within the one hundred and twenty (120) calendar days, salary shall be paid according to the Statement of Qualifications effective the date of commencement of the school year or the date of commencement of employment, whichever is the later.*

3.3.6 *If a Statement of Qualifications is submitted after one hundred and twenty (120) calendar days, the teacher's salary shall be adjusted as follows:*

*(a) If the Statement of Qualifications submitted indicates that the qualifications of the teacher are higher than the initial placement, then their salary shall be adjusted effective the first (1<sup>st</sup>) day of the month following submission of the Statement of Qualifications.*

*(b) If the Statement of Qualifications submitted indicates that the qualifications of the teacher are lower than their initial placement, then their salary shall be adjusted effective the date of commencement of the school year or the date of commencement of employment, whichever is the later.*

3.3.7 *In the event that a teacher has submitted a request to the teacher Qualifications Service within thirty (30) days from their date of commencement of employment, and has not received their Statement of Qualifications within one hundred and twenty (120) calendar days from their date of commencement of employment, the teacher may appeal to the School Division for an extension.*

**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 Teacher Experience (Effective until August 31, 2019)**

- 3.4.1 *Effective September 1, 2017, teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*
- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
- b) *employed as a substitute teacher within the preceding five (5) years.*
- 3.4.2 *A teacher shall be granted only one (1) experience increment during anyone (1) school year.*

- 3.4.3 *Effective September 1, 2017, previously unrecognized experience gained in one school year with a School Division may be carried over for calculation of experience increments in the following school year with that same School Division.*
- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*
- 3.4.5 *Teaching experience shall be one of the criteria for placement on the annual salary schedule. In any event, not more than eleven (11) years of teaching experience shall be recognized for salary purposes.*
- 3.4.6 *Years of teaching experience used in salary computations shall mean:*
- (a) Those years of teaching experience outside Canada recognized by the School Division pursuant to Article 3.4.7 of this Collective Agreement; and*
  - (b) Years of trade and vocational teaching experience recognized by the School Division pursuant to Article 3.5 of this Collective Agreement.*
- 3.4.7 *A teacher wishing recognition of teaching experience outside of Canada shall apply and provide in a form acceptable to the School Division, documentation substantiating their claim for teaching experience outside of Canada.*
- The School Division shall render a decision within thirty (30) days of receipt of the application and acceptable documentation. The School Division's decision may be appealed through the grievance procedure outlined in this Collective Agreement.*
- 3.4.8 *Years of teaching experience shall be experience earned while employed with the School Division and shall be earned by performing required teaching duties for not less than one hundred and twenty (120) school days. Teachers working less than full-time can accumulate the required one hundred and twenty (120) school days over three (3) consecutive school years.*

- 3.4.8.1 *Effective September 1, 2017, years of teaching experience shall be experience earned by performing required teaching duties for not less than one hundred and twenty (120) school days in accordance with Articles 3.4.1 through 3.4.4. Teachers working less than full-time can accumulate the required one hundred and twenty (120) school days over three (3) consecutive school years.*
- 3.4.9 *The adjustment dates for changes in the number of increments allowed for teaching experience shall be the commencement of the school year and February 1<sup>st</sup>.*
- 3.4.10 *Substitute teachers will gain one year of experience for one hundred and twenty (120) or more days of substitute teaching with the School Division within three (3) consecutive school years. No substitute teacher shall earn more than one (1) experience increment in one (1) school year. Days of substitute teaching prior to September 1, 2007 will not count in this calculation.*
- 3.4.10.1 *Effective September 1, 2017, substitute teachers will gain one year of experience for 120 or more days of substitute teaching in accordance with Articles 3.4.1 through 3.4.4. Days of substitute teaching prior to September 1, 2007 will not count in this calculation.*
- 3.4.11 *Each teacher commencing employment with the School Division shall be placed on the salary schedule “years of teaching experience” component according to the years of teaching experience substantiated by the submission of documentation in a form acceptable to the School Division. Documentation from previous employers shall be deemed satisfactory.*
- 3.4.11.1 *If the documentation required in Article 3.4.11 is submitted to the School Division within one hundred and twenty (120) calendar days, the teacher shall be placed on the salary schedule “years of teaching experience” component according to the satisfactory documentation from the commencement of the school year or the date of commencement of employment, whichever is the later.*
- 3.4.11.2 *Should no documentation be received within the one hundred and twenty (120) calendar day period the teacher shall be placed on the salary schedule “years of*

*teaching experience” component at zero (0) years teaching experience and the teacher’s salary shall be adjusted accordingly from the commencement of the school year or the date of commencement of employment, whichever is the later.*

*3.4.11.3 If the documentation required in Article 3.4.7 or 3.4.11 indicates that the experience of the teacher is more than the initial placement, then their salary shall be adjusted effective the first day of the month following submission of the documentation to the School Division.*

*3.4.12 Upon receipt of satisfactory evidence of additional teaching experience the teacher's salary shall be adjusted effective the first day of the month following submission of the satisfactory evidence.*

*3.4.13 Notwithstanding Articles 3.4.1 to 3.4.12 inclusive, a teacher holding a letter of authority is not entitled to receive more than five (5) experience increments until they submit an interim or permanent certificate.*

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

*Teachers shall:*

*a) Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*

*b) Not gain experience during vacation periods and leaves of absence without salary.*

*3.4.1. Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*

*3.4.2. Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*

*3.4.3. A teacher shall be granted only one (1) experience increment during anyone (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 Vocational Teachers**

*3.5.1 A vocational teacher is a certificated teacher who holds trade credential(s) that are recognized in Alberta, and is providing instruction in Career and Technology Study courses at the Division 4 level.*

*3.5.2 At the time of hiring, the School Division may, at its sole discretion, place a vocational teacher at one or more steps higher than the teacher's placement on the Years of Teaching Experience grid and/or one or more steps higher than the teacher's placement on the Years of Teaching Education grid. If the teacher subsequently transfers to a non-vocational teaching position the School Division will not reduce the teacher's placement on the grid.*

### **3.6 Summer School Pay**

*3.6.1 The following terms have the meanings ascribed to them unless the context and construction of the Collective Agreement as a whole requires otherwise:*

*“Annual Salary” means the salary, excluding any administrative allowance, paid to a teacher reflected on the Salary Schedule set out in Clause 3.2 of the Collective Agreement for the period from September 1 in one calendar year to June 30 in the following calendar year (the School Year) that immediately precedes the Summer School Period.*

*“Summer School” means the school programs offered by the School Division to students during the months of July and August (the “Summer School Period”).*

*“Summer School Coordinator” means a teacher employed by the School Division immediately prior to the Summer School Period under a continuing teaching contract, either full time or part time, who is subsequently appointed to be a Summer School*

*Coordinator. There may be more than one Summer School Coordinator.*

*“Summer School Teacher” means a teacher employed by the School Division immediately prior to the Summer School Period under a teaching contract, either full time or part time, who is subsequently appointed to be a Summer School Teacher.*

- 3.6.1.1 The appointment of a Summer School Coordinator shall be in effect only for the period during which the Summer School is actually in session and courses/programs are being delivered to students through instruction by Summer School Teachers. The appointment of a Summer School Teacher shall be in effect only for the period during which the Summer School Teacher is instructing courses/programs being delivered to students during the Summer School Period as part of the Summer School.*
- 3.6.1.2 No separate or additional employment contract will be necessary for a Summer School Coordinator or a Summer School Teacher.*
- 3.6.1.3 During the Summer School Period no provisions of the Collective Agreement except Clauses 3.6.1, 3.6.2 and 3.6.3 shall apply to a Summer School Coordinator or a Summer School Teacher except to the extent that any other Collective Agreement provision would apply if the Summer School Coordinator or the Summer School Teacher were not appointed as a Summer School Coordinator or Summer School Teacher, as the case may be.*
- 3.6.2 A Summer School Coordinator shall be paid a one time allowance of Three Thousand Dollars (\$3,000.00), less statutory deductions, at the end of the Summer School Period for the administrative duties performed by the Summer School Coordinator which are more fully described in the role description of the Summer School Coordinator. In addition to the one time allowance, the Summer School Coordinator will be paid 1/400<sup>th</sup> of his or her Annual Salary for each day on which courses/programs are being taught to students enrolled in the Summer School by Summer School Teachers during the Summer School Period.*
- 3.6.3 A Summer School Teacher shall be paid a daily rate of 1/300<sup>th</sup> of his or her Annual Salary for each day on which the Summer*

*School Teacher actually instructs students enrolled in the Summer School for three (3) hours or less of instruction. The daily rate shall include and compensate for all activities incidental to such instruction including, but not limited to, preparation, marking, reporting, student assistance outside normal instructional hours et cetera.*

- 3.6.4 *All allowances paid shall only be paid during the term of the appointment as a Summer School Coordinator or a Summer School Teacher.*

### **3.7 Other Allowances**

- 3.7.1 *A teacher who is not entitled to receive an administrative allowance or supervisory allowance and who is not appointed as a Summer School Coordinator or a Summer School Teacher and who agrees to render professional service during any vacation period at the request of the School Division, other than on an hourly basis, shall be paid one two-hundredth (1/200<sup>th</sup>) of their total annual salary for each day of such service. For each day worked, in lieu of one two-hundredth (1/200<sup>th</sup>) of their total annual salary, a teacher may, at their discretion, take a day during the school year free from assigned duties.*
- 3.7.2 *If a teacher chooses the day-in-lieu alternative, the day taken shall be agreeable to both the teacher and their Principal. A prime consideration in selecting the day-in-lieu shall be to minimize disruption to the instructional program. Each day-in-lieu shall be taken by June 30<sup>th</sup> following the date on which it was earned. Where no agreement can be reached with regard to the day to be taken, the teacher shall be paid one two hundredth (1/200<sup>th</sup>) of their annual salary.*
- 3.7.3 *Teachers employed on an hourly basis shall be deemed to be employed on an as needed basis only while actually rendering the service for which they are engaged. Teachers employed on an hourly basis for the purpose of: (i) providing instruction in credit courses at a night school, alternative school, outreach school, off campus education program, or (ii) who are employed for the purpose of course development, or (iii) who are employed on an hourly basis at the request of the School Division for any purpose other than specifically set out above, shall be paid an hourly gross rate of Sixty-Eight Dollars and Fifty Cents (\$68.50) per hour of School Division approved work. The hourly rate shall be inclusive of general holiday pay and vacation pay. Payment for School Division approved hours worked under this Clause shall be made*

*by direct deposit only to the teacher's designated bank account. Provided the teacher has submitted their properly approved time sheet to the School Division's Payroll Department by the fourth (4<sup>th</sup>) day of the month following the month in which the payment was earned, the approved amount will be paid by the tenth (10<sup>th</sup>) day of that month.*

- 3.7.4 Travel: Payment of a travelling allowance according to the School Division's mileage allowance policy shall be made to teachers who travel on school business at the request of the School Division.

#### **4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE**

##### **4.1 Creation of New Designations/Positions**

- 4.1.1 It is the right of the School Division to create, determine the amount of the allowance, if any, and fill new positions. The allowance so determined shall be negotiable during the next round of contract negotiations, if, in accordance with Articles 1.1 and 1.2, the position is covered by this Agreement.

##### **4.2 Administration Allowances:**

- a. *The pupil count for purposes of this section shall be taken as at September 30<sup>th</sup>.*

###### **4.2.1 Principal Allowance**

4.2.1.1 *Principals shall be paid fifteen point five percent (15.5%) of their position on the salary schedule, plus a per pupil amount of Twenty Two Dollars and Eighty Five Cents (\$22.85) based on the enrolment at the school the Principal is assigned as of September 30<sup>th</sup> of the current school year.*

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

###### **4.2.2 Assistant Principal Allowance**

4.2.2.1 *Assistant Principals shall be paid seven point seventy-five (7.75%) of their position on the salary schedule, plus a per pupil amount of Eleven Dollars and Forty Three Cents (\$11.43) based on the enrolment at the*

*school the Assistant Principal is assigned as of September 30<sup>th</sup> of the current school year.*

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

*4.2.3 Vice-Principal Allowance*

*4.2.3.1 Vice Principals shall be paid an administrative allowance of one-half of the administrative allowance they would have made if appointed as an Assistant Principal of that school.*

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

*4.2.4 One Room School Allowance*

*4.2.4.1 Teachers assigned to one (1) room schools shall be paid a per annum allowance of Three Thousand and Forty-Six Dollars and Twenty-One Cents (\$3,046.21).*

*4.2.4.2 Teachers assigned to one (1) room schools are not subject to the minimum principal allowance in clause 4.2.1.2.*

*4.2.5 Divisional Educational Psychologist / Divisional Program Specialist Allowance*

*4.2.5.1 Teachers appointed by the Superintendent as a Divisional Educational Psychologist or Divisional Program Specialist shall be paid a per annum allowance of Eleven Thousand Five Hundred Forty-Seven Dollars and Thirty-Three Cents (\$11,547.33).*

*4.2.6 Divisional Supervisor Allowance*

*4.2.6.1 Teachers appointed by the Superintendent as a Divisional Supervisor shall be paid a per annum allowance of Thirteen Thousand Five Hundred Twenty-Six Dollars and Thirty-Seven Cents (\$13,526.37).*

4.2.7 *Divisional Curriculum Coordinator Allowance*

4.2.7.1 *Teachers appointed as Divisional Curriculum Coordinator shall be paid a per annum allowance of Four Thousand Two Dollars and Seven Cents (\$4,002.07).*

**4.3 Red Circling**

4.3.1 Effective April 1, 2019 and until August 31, 2019, in the case of a transfer of an administrator or a program, the affected administrator's administrative allowance shall not be reduced below the administrative allowance (inclusive of any negotiated adjustment for that school year) paid to the administrator prior to the transfer, for a period of four (4) years.

4.3.2 Effective September 1, 2019, in the case of a transfer of an administrator or a program or a reduction in school population due to an attendance area change, the affected administrator's administrative allowance shall not be reduced below the administrative allowance (inclusive of any negotiated adjustment for that school year) paid to the administrator prior to the transfer or attendance area change, for a period of three (3) years.

4.3.3 Effective until March 31, 2019, at the commencement of the fourth (4<sup>th</sup>) and subsequent years, the affected administrator's administrative allowance will be reduced by twenty percent (20%) until the amount of administrative allowance paid is equal to the new administrative allowance payable.

**4.4 Acting/Surrogate Administrators – Compensation**

4.4.1 When, in the absence of the Principal, the Assistant Principal or a Vice-Principal shall act in the place of the Principal and shall be designated as acting Principal. They shall receive an allowance as per Article 4.2.1 for the sixth (6<sup>th</sup>) and subsequent consecutive school days on which they are so designated.

4.4.2 When, in the absence of the Assistant Principal as per Article 4.4.1, or through illness for a period of greater than five (5) consecutive school days, a teacher shall be designated as acting Assistant Principal and shall receive an allowance computed as

per Article 4.2.2 for each school day of the period during which they are so designated.

- 4.4.3 When in the absence of the Principal, Assistant Principal and Vice-Principal or in the absence of the Principal in a school where there is no Assistant Principal and/or Vice-Principal, a teacher shall be designated acting Principal. They shall be paid an administrative allowance calculated at one-half of one two-hundredth (1/200<sup>th</sup>) of the Assistant Principal administrative allowance, based on a three hundred (300) student school and on the salary schedule of four (4) years education and maximum experience, for each full half-day they act as Principal.

**4.5 *Teachers with Principal Designations*** (Effective until December 15, 2019)

- 4.5.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the School Division must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.5.3 *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the School Division must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

**4.5 *Teachers with Principal Designations*** (Effective December 16, 2019, the following repeals and replaces clause 4.5. above)



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

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

#### **4.6 Other Administrator Conditions**

##### **4.6.1 Allocation and Appointment of Administration**

4.6.1.1 *The School Division may, at its discretion, appoint an Assistant Principal when a school, regardless of its type:*

*(a) Has reached a pupil enrolment of two hundred (200) students at the beginning of the school term, or two hundred and twenty (220) students during the school term.*

*(b) Has reached ten (10) certificated teachers at the beginning of the school term or twelve (12) certificated teachers during the school term.*

4.6.1.2 *The School Division may, at its discretion, appoint a Vice-Principal.*

### **5. SUBSTITUTE TEACHERS**

#### **5.1 Rates of Pay**

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

5.1.2 *Substitute teachers shall be paid at the applicable rate set out in the chart below. Such daily rate shall be inclusive of four percent (4%) vacation pay.*

<i>Effective until April 30, 2019 Full Day</i>	\$219.80
Pre-Lunch	60% of Full Day
Post-Lunch	50% of Full Day

- 5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$207.36 plus six percent (6%) vacation pay of \$12.44 for a total of \$219.80.*
- 5.1.4 *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.*

## **5.2 Commencement of Grid Rate**

- 5.2.1 *Number of days to go on grid: A substitute teacher who is employed for a period of more than two consecutive days on the same day-to-day assignment, the School Division shall pay the substitute teacher for such period at a rate in accordance with the applicable rate under the Salary Schedule.*
- 5.2.2 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

## **5.3 Other Substitute Teacher Conditions**

- 5.3.1 **Travel:** Twenty dollars (\$20) per day shall be paid to substitute teachers not on grid who teach at schools, identified by the School Division from time to time, at which the School Division has difficulty in obtaining necessary substitute teachers due to required travel distance from major municipalities within the Division. In the event that the School Division determines that it no longer has difficulty in obtaining necessary substitute teacher at a school, the School Division will communicate the rationale to

the Alberta Teachers' Association at least one school year prior to implementation of such change.

- 5.3.2 Effective September 1, 2019, the School Division will contribute Fifty Thousand (\$50,000) annually on September 1 of each school year to the Professional Development Leave Committee (PDLC) to be specifically designated for substitute teacher professional learning. Any substitute teacher having worked more than twenty (20) assignments with the School Division before the end of December 31<sup>st</sup> of each school year may qualify through an application process to the PDLC for funds to support a professional learning opportunity of choice.
- 5.3.3 Any unused funds remaining in this allocation at the end of the school year will be transferred to the Professional Development Leave Fund at the beginning of the next school year and administered per article 9.2.5.

## **6. PART TIME TEACHERS**

- 6.1 *FTE Definition: Effective September 1, 2017, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*
- 6.1 *FTE Definition: Effective September 1, 2019, this provision repeals and replaces clause 6.1 above. Part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*
- 6.2 *Part-time Teachers Salaries*
  - 6.2.1 *A part-time teacher shall receive the salary stipulated in this Agreement on a pro rata basis in the proportion that their assignment is of a full-time teacher.*
- 6.3 *Part-time Teachers Benefits and Proration*
  - 6.3.1 *A part-time teacher employed by the School Division for a minimum of 0.5 of a full-time teacher shall be eligible to participate in the employee benefit plans provided the teacher meets all of the other eligibility conditions described in Article 7.*

6.3.2 *A part-time teacher, if eligible to participate in the benefit plans described in Article 7, shall have the School Division's portion of the premiums for the benefits plans limited to the proportion that their assignment is to the assignment of a full-time teacher.*

**7. GROUP BENEFITS**

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

7.1.1 *The School Division will make available a Group Insurance Plan, which will include the following coverage:*

*(a) Life Insurance;*

*(b) Accidental Death and Dismemberment; and*

*(c) Long Term Disability*

7.1.2 *Participation in the Group Insurance Plan shall be a condition of employment for all eligible teachers.*

7.1.3 *The cost sharing of the premiums for the Group Insurance Plan between the School Division and the teachers shall be:*

	<b>School Division</b>	<b>Teachers</b>
<i>Life Insurance</i>	<i>100% of monthly premium</i>	<i>0% of monthly premium</i>
<i>A.D. &amp; D.</i>	<i>100% of monthly premium</i>	<i>0% of monthly premium</i>
<i>Long Term Disability</i>	<i>100% of monthly premium</i>	<i>0% of monthly premium</i>

**7.1.4 Alberta Health Care Insurance**

7.1.4.1 *The School Division shall contribute one hundred percent (100%) of the cost of the premiums of Alberta Health Care Insurance.*

**7.1.5 *Extended Health Care Insurance Plan***

7.1.5.1 *Participation in the Extended Health Care Insurance Plan shall be a condition of employment for all eligible teachers unless the teacher has confirmed duplicate coverage.*

7.1.5.2 *The School Division agrees to contribute one hundred percent (100%) toward the cost of the monthly premiums payable for the Supplementary Health Care Insurance Plan for each eligible teacher who is participating.*

7.1.6 **Dental Plan**

7.1.6.1 *Participation in the Dental Plan shall be a condition of employment for all eligible teachers coming on staff.*

7.1.6.2 *The School Division agrees to contribute one hundred percent (100%) toward the cost of monthly premiums payable for the Dental Plan for each eligible teacher who is participating.*

7.1.7. **Employee and Family Assistance Plan**

7.1.7.1 *The School Division shall provide at its cost an Employee and Family Assistance Plan. This plan shall provide a limited amount of confidential, professional counselling assistance to teachers and their family members.*

7.1.8 *Effective September 1, 2019, the School Division shall provide group health benefit plans that provide at least equivalent to:*

7.1.8.1 *Without significant changes to coverage levels, 100% drug reimbursement and drug card. Significant changes would be subject to approval of the parties.*

7.1.8.2 *ASEBP Vision Care Plan 3*

7.2 **Group Benefits Eligibility**

7.2.1 *All teachers employed by the School Division for a minimum of 0.5 of a full-time teacher with exceptions as outlined in Articles 7.2.1.1, 7.2.1.2, 7.2.1.3 and 7.2.1.3.1 are eligible to participate in the benefit plans outlined in this Article.*

7.2.1.1 *Teachers employed under a temporary or interim contract for less than sixty (60) school days shall not be eligible to participate in the benefit plans described in this Article. Further, teachers employed under a temporary or interim contract for less than one hundred and twenty (120) school days shall not be eligible to participate in the Dental Plan.*

7.2.1.2 *Teachers employed under a temporary, interim or probationary contract prior to January 1st of the present school year shall be eligible to participate in the benefit plans described in this Article during July and August on the same basis as teachers under a continuing contract, provided they are also on contract for the next school year by the last operational school day of the present school year. Other temporary, interim or probationary teachers are not eligible to participate in or continue benefit plans during July and August unless the teacher, prior to June 18, authorizes payroll deduction of the entire premiums required for such benefits.*

7.2.1.3 *A teacher granted a leave of absence without pay is eligible to participate in the benefit plans described in this Article, except that Long Term Disability coverage cannot be extended beyond the end of the month following the month in which the leave commences.*

7.2.1.3.1 *A teacher who has been granted a leave of absence without pay for sixty (60) calendar days or less shall continue to receive benefit plan coverage, if eligible to participate, on the same cost sharing basis as other eligible teachers. A teacher granted a leave of absence without pay for more than sixty (60) calendar days is not entitled to the School Division's contribution to the premiums of the benefit plans; however, provided the teacher prepays the full cost of the benefit plans, they may continue benefit plan coverage except for Long Term Disability. Long Term Disability coverage is available from private carriers; details may be obtained from the Payroll Department. A written application for the continuation of the benefit plans together with payment arrangements must be made prior to the leave occurring.*

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

7.3.1 *Effective until August 31, 2020, the School Division agrees to contribute an amount equal to Three Hundred Dollars (\$300) plus one percent (1%) of each eligible teacher's annual employment*

*earnings during each fiscal year (September 1 to August 31) to a Health Care Spending Account for the benefit of that teacher and their dependent(s). Eligible teachers are those teachers eligible to participate in the benefit plans pursuant to Articles 7.2.1, 7.2.1.1, 7.2.1.2, 7.2.1.3 and 7.2.1.3.1 of this Agreement.*

7.3.1 *Effective September 1, 2020, the School Division agrees to contribute an amount equal to Three Hundred Dollars (\$300) plus one percent (1%) of each eligible teacher's annual employment earnings during each fiscal year (September 1 to August 31) to an account with the teacher determining the split of the funds between their Health Care Spending Account and their Taxable Wellness Spending Account for the benefit of that teacher and their dependent(s). Eligible teachers are those teachers eligible to participate in the benefit plans pursuant to Articles 7.2.1, 7.2.1.1, 7.2.1.2, 7.2.1.3 and 7.2.1.3.1 of this Agreement. The plan shall be administered, with specific annual declaration dates established by the school division, in accordance with the CRA and Income Tax Act of Canada.*

7.3.2 *Effective until August 31, 2020 the School Division agrees that provided there are no Alberta Health Care Insurance premiums the School Division shall contribute Three Hundred Fifty Dollars (\$350) per annum to each eligible full-time equivalent teacher's Health Care Spending Account . Eligible part-time teachers shall receive a prorated amount based on the teacher's FTE assignment. Should the elimination or the re-instatement of the premium occur during a fiscal year the contribution shall be prorated based on the number of months remaining in the fiscal year divided by twelve (12).*

7.3.2 *Effective September 1, 2020, the School Division agrees that provided there are no Alberta Health Care Insurance premiums the School Division shall contribute Three Hundred Fifty Dollars (\$350) per annum to each eligible full-time equivalent teacher's combined Health Care Spending Account / Taxable Wellness Spending Account. Eligible part-time teachers shall receive a prorated amount based on the teacher's FTE assignment. Should the elimination or the re-instatement of the premium occur during a fiscal year the contribution shall be prorated based on the number of months remaining in the fiscal year divided by twelve (12).*

#### **7.4 Other Group Benefits**

7.4.1 Employment Insurance Premium Reduction

7.4.1.1 It is understood that payments made toward the aforementioned benefit plans shall permit the School Division to retain and not pass on to teachers any reduction of premiums otherwise required under Employment Insurance Commission regulations.

## 7.5 Subrogation

7.5.1 Cost of Absence means the total remuneration paid by the School Division during a period when the teacher was absent from work

7.5.2 Interest means interest calculated in accordance with the provisions of the Alberta Judgement Interest Act, RSA 2000, c.J-1, and amendments and regulations thereto.

7.5.3 Judgement 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.

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

7.5.5 Teacher means a teacher 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.

7.5.6 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 of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:

7.5.6.1 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;

7.5.6.2 the teacher shall upon request by the School Division include the cost of absence, as calculated by the School Division, in the teacher's claim;



- 7.5.6.3 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;
  - 7.5.6.4 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;
  - 7.5.6.5 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;
  - 7.5.6.6 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;
  - 7.5.6.7 the teacher shall not release any third party from the cost of absence without the consent of the School Division; and
  - 7.5.6.8 the School Division 's consent to settlement shall not be unreasonably withheld.
- 7.5.7 Effective April 1, 2019, clause 7.5.7 is replaced with clause 7.5.7.1. When as a result of judgement 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.
- 7.5.7.1 Effective April 1, 2019, when as a result of judgement 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.

7.5.8 Effective April 1, 2019, clause 7.5.8 is replaced with clause 7.5.8.1. When as a result of a judgement 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.

7.5.8.1 Effective April 1, 2019, when as a result of a judgement 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.

7.5.9 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 provisions of this Article 7.5.

7.5.10 In exercising any of its rights under Article 7.5, the School Division shall have due regard for the interests of the teacher.

## **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 commencing the 2017-18 school year.*

8.1.2 *Teacher assignable time will be capped at 1200 hours per school year commencing the 2017-18 school year.*

### **8.2 *Assignable Time Definition***

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

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

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

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

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

### **8.3 Other Conditions of Practice**

8.3.1 *Subject to the approval of the Superintendent, staff deployment is the responsibility of the Principal. However, the School Division shall continue to have guidelines on maximum class sizes. These guidelines shall be amendable from time to time at the sole discretion of the School Division and shall not be the subject of a grievance or arbitration under this Agreement.*

8.3.2 *The School Division shall ensure that all school Principals provide within their school education plan the process used to consult teachers on the formulation of the school education plan.*

8.3.3 *Duty Free Lunch*

*Effective until August 31, 2019, an uninterrupted lunch break of not less than twenty (20) minutes shall be provided to all teachers.*

*Effective September 1, 2019, clause 8.3.3 above is repealed and replaced by the following:*

*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.*

8.3.3.1 *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.*

8.3.3.2 *When reasonable, this break shall occur in the middle of the assignment.*

8.3.3.3 *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.*

8.3.4 *The School Division shall provide funding to assist schools in the provision of supervision during the lunch break and the supervision of students loading and unloading from buses. The amount of funding provided shall be at the discretion of the*

*School Division. The formula for allocation of these funds to schools shall be determined by the School Division following consultation with a School Division established allocation committee.*

- 8.3.5 *Appeal of Assignment: When a teacher believes that the demands created by their teaching assignment are excessive, the teacher may appeal the assignment as per the procedure outlined in School Division policy. Decisions on all such appeals shall be at the sole discretion of the School Division and shall not be the subject of grievance or arbitration under this Agreement.*

## **9. PROFESSIONAL DEVELOPMENT**

### **9.1 Teacher Professional Growth Plan**

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

### **9.2 Professional Improvement Leave**

- 9.2.1 Professional Development Leave shall mean any leave of absence granted to a teacher for professional development through study, in-service education, educational conferences, or sabbatical leave.
- 9.2.2 Effective until August 31, 2019, the School Division shall contribute annually to the Professional Development Leave Fund Two Hundred and Fifty Dollars (\$250.00) for each teacher on contract by September 30<sup>th</sup> of a school year whose contract continues until the last day of that school year.

Effective September 1, 2020, the School Division shall contribute annually to the Professional Development Leave Fund Two Hundred and Sixty Dollars (\$260.00) for each teacher on contract by September 30<sup>th</sup> of a school year whose contract continues until the last day of that school year.

- 9.2.3 The Association Local #35 shall contribute annually to the Professional Development Leave Fund Thirty Dollars (\$30.00) for each teacher on contract by September 30<sup>th</sup> of a school year whose contract continues until the last day of that school year.
- 9.2.4 Effective January 1, 2020, this clause ceases to exist: Each teacher on contract by September 30<sup>th</sup> of a school year whose contract continues until the last day of that school year shall contribute to the Professional Development Leave Fund Eight Dollars (\$8.00) per month, to be deducted automatically from each teacher's monthly salary payment.
- 9.2.5 The Professional Development Leave Fund will be administered jointly by the School Division and Association Local #35 through a committee hereinafter called the Professional Development Leave Committee.
- 9.2.6 The membership of the Professional Development Leave Committee shall be composed of a maximum of three (3) representatives from the School Division and a maximum of three (3) representatives from the Association Local #35.
- 9.2.7 Subject to approval of the School Division and ATA Local #35, a procedure for Professional Development Leave shall be developed by the Professional Development Leave Committee.
  - 9.2.7.1 Effective January 1, 2020, this clause ceases to exist: A minimum of one (1) sabbatical leave per school year shall be granted by the Professional Development Leave Committee provided the Professional Development Leave Committee deems there is a qualified applicant.
  - 9.2.7.2 Funds which have been contributed as set out in Article 9.2 that have not been allocated by the end of a school year shall be carried forward.

### 9.3 **Minimum Support Sabbaticals**

- 9.3.1 Minimum Support Sabbaticals shall be available for teachers as outlined in School Division policy. This policy may be amended from time to time (subject to Article 1.10.1.1) at the sole discretion of the School Division.

9.3.2 Guidelines for Minimum Support Sabbatical shall be administered by the Professional Development Leave Committee who shall recommend candidates to the School Division for consideration.

9.4 When a third party provides an honorarium for the practicum/pre-service student mentorship to the School Division or a school in the School Division, the teacher will be notified. Subject to any criteria from the third party, the funds will be held in a school account where the teacher is assigned.

9.4.1 The funds are to be used by the teacher, in discussion with the principal, for classroom resources or Professional Learning.

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

10.1 *Leave with pay will be granted for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided, except that sick leave with pay will not be granted to teachers while on a leave under Articles 9.2, 11, 12, or 14.*

*For pregnancy related disabilities, teachers on a maternity leave of absence shall accept Supplemental Unemployment Benefits as outlined in Articles 11.6 or new clause 11.3 (depending on effective date of the leave) of this Agreement and subject to the provision of medical proof of such pregnancy related disability, are eligible for sick leave benefits outside the period of time that Supplemental Unemployment Benefits are available, including periods both before and after delivery.*

*Pregnancy related disability means a medical condition arising during the pre-delivery, childbirth, or recovery from childbirth, which renders a teacher medically disabled and unable to perform her duties.*

10.1.1 *Teachers with continuing, probationary, or interim contracts shall be entitled to ninety (90) calendar days of sick leave.*

10.1.2 *Teachers with temporary contracts with the School Division, (except those qualifying under Article 10.1.3) shall be entitled to sick leave as provided in the Education Act, Section 220(2). Should such sick leave taken exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last salary payment issued to the teacher for the current school year. The School Division shall endeavour to inform the teacher when their statutory sick leave entitlement has been utilized.*

- 10.1.3 *Teachers holding a temporary contract of nine (9) consecutive months or more within the school year, who held a temporary contract of nine (9) consecutive months or more in the previous school year, shall be eligible for ninety (90) calendar days of sick leave.*
- 10.2 *Teachers outlined in Articles 10.1.1 and 10.1.3 who have been absent for reasons listed in Article 10.1 shall, upon return to full time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days.*
- 10.2.1 *Article 10.2 does not apply for those teachers who return to work for thirty (30) calendar days or less and who are again off work due to the same injury, illness or disability. In this event, the two periods of sick leave will be treated as one period.*
- 10.3 *If a teacher returns to work after receiving Long Term Disability benefits, and within six (6) months is unable to work as a result of causes in whole or in part related to the prior disability, the teacher will re-qualify for Long Term Disability benefits without satisfying the ninety (90) calendar day waiting period and thus is not eligible for sick leave.*
- 10.4 *Before any payment is made under the foregoing provisions the teacher may be required to provide:*
- (a) *For an illness of three (3) consecutive days or less, a statement in a form provided by the School Division, signed by the teacher substantiating the illness; or*
- (b) *For an illness of more than three (3) consecutive days, a medical certificate in a form approved by the School Division, from a qualified medical or dental practitioner.*
- 10.5 *Section 220(3) of the Education Act states that the School Division may require a teacher to provide it with a certificate from a physician or dentist:*
- (a) *For the purpose of the teacher receiving medical or dental treatment, or;*
- (b) *On account of injury to, or the illness or disability of the teacher.*
- 10.6 *The School Division may require a teacher to submit to a medical examination by a medical practitioner mutually acceptable to both parties. The expense of the medical examination will be borne by the School Division.*



- 10.7 *A teacher injured in other remunerative employment, other than School Division employment, and covered by Workers' Compensation, shall not be entitled to the benefits of Article 10.*
- 10.8 *When a teacher is eligible for Long Term Disability benefits contained elsewhere in this Agreement, the provisions for sick leave shall be suspended and no further salary shall be paid.*
- 10.9 *When a teacher leaves the employ of the School Division, sick leave benefits contained under these provisions are cancelled.*
- 10.10 *Where possible, teachers will make every effort to schedule appointments with healthcare providers outside of classroom hours. If scheduling such appointments outside of classroom hours is not possible, teachers will make every effort to limit their absence for such appointments to no more than one half day.*

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

- 11.1 **Maternity Leave/Parental Leave/Adoption Leave** *(Effective for maternity and/or parental leaves that commenced before May 1, 2019)*
- 11.1.1 *Date of delivery means the date when the pregnancy of a teacher terminates with the birth of a child or when the pregnancy otherwise terminates;*
- 11.1.2 *Medical certificate includes a written statement for the purpose of this Article containing the signature of a physician.*
- 11.2 **Entitlement to Maternity Leave** *(Effective for maternity leaves that commenced before May 1, 2019)*
- 11.2.1 *A pregnant teacher who has been employed by the School Division for fifty-two (52) consecutive weeks is entitled to maternity leave without pay as outlined below. During the maternity leave, the teacher, if eligible to participate, is entitled to continue benefit plan coverage on the same cost-sharing basis as other eligible teachers.*
- 11.2.2 *A pregnant teacher referred to above is entitled to a maternity leave of:*
- 11.2.2.1 *a period not exceeding fifteen (15) weeks commencing at any time during the period of twelve (12) weeks*

*immediately preceding the estimated date of delivery, and not later than the date of delivery; and*

11.2.2.2 *if the actual date of delivery is after the estimated date of delivery, an additional period of time consisting of the time between the estimated date of delivery and the actual date of delivery.*

11.2.2.3 *Subject to Article 11.4.1 the maternity leave shall include a period of at least six (6) weeks immediately following the actual date of delivery.*

**11.3 Notice of Maternity Leave** *(Effective for maternity leaves that commenced before May 1, 2019)*

11.3.1 *A pregnant teacher shall provide the School Division at least six (6) weeks notice in writing of the day on which she intends to commence maternity leave and, if requested by the School Division, shall provide a medical certificate certifying that she is pregnant and giving the estimated date of delivery.*

**11.4 Shortening Maternity Leave** *(Effective for maternity leaves that commenced before May 1, 2019)*

11.4.1 *A teacher, with the agreement of the School Division, may shorten the duration of the six (6) week period following the actual date of delivery by providing the School Division with a medical certificate indicating that resumption of work will not endanger her health.*

**11.5 No Notice of Maternity Leave** *(Effective for maternity leaves that commenced before May 1, 2019)*

11.5.1 *A teacher who fails to comply with Article 11.3 and who is otherwise entitled to maternity leave, is entitled to maternity leave for the period specified in Article 11.2 if within two (2) weeks after she ceases to work she provides the School Division with a medical certificate which:*

11.5.1.1 *indicates that she is not able to work by reason of a medical condition arising from her pregnancy; and*

11.5.1.2 *gives the estimated date of delivery or the actual date of delivery.*

**11.6 Supplemental Unemployment Benefit Plan** (Effective for maternity leaves that commenced before May 1, 2019)

- 11.6.1 *The School Division shall implement a Supplementary Unemployment Benefit (SUB) Plan, which shall be accessed by the teacher, during the post-delivery period, which shall provide a teacher on maternity leave with 100% of her normal weekly earnings during the eight (8) weeks following the date of delivery.*
- 11.6.2 *To the extent that the teacher has sick leave days available, the SUB Plan will be paid for eight (8) weeks following the date of delivery provided the teacher qualifies for Employment Insurance benefits. After ninety (90) consecutive calendar days of disability, the teacher shall apply for long-term disability benefits and the SUB Plan payments shall cease.*
- 11.6.3 *For the duration of the maternity leave, the School Division shall continue to pay the School Division's portion of the teacher's benefit plan premiums specified in Article 7.*

**11.7 Parental Leave** (Effective for parental leaves that commenced before May 1, 2019)

- 11.7.1 *The School Division shall grant parental leave to a teacher in the following circumstances:*
  - 11.7.1.1 *in the case of a teacher entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the teacher's maternity leave;*
  - 11.7.1.2 *in the case of a parent who has been employed by the School Division for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth; or*
  - 11.7.1.3 *in the case of an adoptive parent who has been employed by the School Division for at least fifty-two (52) consecutive weeks, 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.*
- 11.7.2 *If both parents are School Division employees, the parental leave may be accessed entirely by one of the parents or shared*

*between the parents. However, the School Division is not required to grant parental leave to more than one employee at a time.*

**11.8 Notice of Parental Leave** (Effective for parental leaves that commenced before May 1, 2019)

11.8.1 *A teacher must give the School Division at least six (6) weeks of notice of the date the teacher will start parental leave unless:*

11.8.1.1 *the medical condition of the birth mother or child makes it impossible to comply with this requirement; or*

11.8.1.2 *the date of the child's placement with the adoptive parent was not foreseeable.*

11.8.2 *If the teacher cannot comply with the written notice requirement for any of the reasons stated under subsection 11.8.1, the teacher must give the School Division written notice at the earliest possible time of the date that the teacher will start or has started parental leave.*

**11.9 Prohibition Against Termination of Employment** (Effective for maternity and/or parental leaves that commenced before May 1, 2019)

11.9.1 *The School Division shall not terminate the employment of or lay-off a teacher who:*

11.9.1.1 *has commenced maternity leave; or*

11.9.1.2 *is entitled to or has commenced parental leave.*

**11.10 Notice of Resumption of Employment** (Effective for maternity and/or parental leaves that commenced before May 1, 2019)

11.10.1 *A teacher who wishes to resume working on the expiration of a maternity leave or parental leave shall give the Associate Superintendent Human Resources at least four (4) weeks written notice of the date on which the teacher intends to resume work and, in no event not later than four (4) weeks before the end of the leave period to which the teacher is entitled, or four (4) weeks before the date on which the teacher has specified as the end of the teacher's leave period, whichever is earlier.*

11.10.2 *Where a teacher is entitled to resume work under this Article, the School Division must:*

- 11.10.2.1 *reinstate the teacher in the position occupied when maternity or parental leave started; or*
- 11.10.2.2 *if acceptable to the teacher, provide the teacher with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the teacher when the maternity or parental leave started.*
- 11.10.3 *A teacher who does not wish to resume employment after maternity or parental leave must give the School Division at least four (4) weeks written notice of intention to terminate employment.*
- 11.10.4 *Notwithstanding the foregoing, when staff reduction or program elimination is necessary, the School Division may place the teacher in a position of comparable nature at not less than the same earnings and other benefits that had accrued to the teacher to the date that the leave commenced. With respect to staff reduction or program elimination, the teacher shall not have any advantage nor suffer any disadvantage as a result of having been on leave.*
- 11.10.5 *A teacher is not entitled to resume working until the date specified in the written notice referred under Article 11.10.1.*
- 11.11 **Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave as of the Effective Date** *(Effective for maternity and/or parental leaves that commenced before May 1, 2019)*
- 11.11.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.11.2 *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% of the benefit premiums for applicable benefits provided for in the existing Collective Agreement, for a period of up to 12 months.*
- 11.11.3 *Notwithstanding Clause 11.11.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*

- 11.11.4 *A teacher who commits to Clause 11.11.3 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.*
- 11.11.5 *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.*
- 11.11.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under Clause 11.11.3 the teacher is not eligible to reapply for additional consideration under Clause 11.11.3.*

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

### **11.1 Maternity Leave**

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4 *The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.1.5 *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective*

*Agreement, the teacher will be provided with an alternative position of a comparable nature.*

## **11.2 Parental Leave**

*11.2.1 Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*

*11.2.2 Parental leave shall be without pay and benefits except as provided in clause 11.3.*

*11.2.3 The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*

*11.2.4 The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*

*11.2.5 Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

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

## **11.3 Salary Payment and Benefit Premium**

*11.3.1 The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of eight (8) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*

*11.3.2 When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*

11.3.3 *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*

11.3.4 *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*

11.3.5 *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of a of parental leave.*

11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*

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

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

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

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



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

12.1 A teacher may request from the Associate Superintendent of Human Resources a maximum of four (4) days off per school year for personal reasons (personal leave). Regardless of the amount of time a teacher is away on any personal leave the entitlement to personal leave shall be reduced by one full day.

12.1.1 *The first approved day shall be at no cost to the teacher.*

12.1.1.1 *The provisions of Article 12.1.1 shall not apply to part-time teachers employed on contract for less than 0.5 FTE.*

12.1.2 For the three (3) remaining approved personal leave days, the teacher shall reimburse the School Division for the cost of a substitute teacher as provided for in Article 5.1.2-5.1.4, regardless of whether a substitute teacher is required; PROVIDED THAT, if a teacher is absent on personal leave for only part of the day, the pre-lunch or post-lunch cost of a substitute set out in Article 5.1.2-5.1.4, will be reimbursed, as the case may be, regardless of whether the personal leave is for the entire pre-lunch or post-lunch period. If the personal leave is taken during any part of both the pre-lunch or post-lunch periods then the substitute teacher cost to be reimbursed shall be the full day substitute rate set out in Article 5.1.2-5.1.4.

12.1.3 Additionally, personal leave cannot be requested for a period not in the current school year (a school year being determined by the School Division's school calendar in place from time to time); AND FURTHER the taking of personal leave is contingent upon there not being more than one hundred (100) requests for personal leave already approved by the Associate Superintendent for the day requested by the teacher unless the availability of substitute teachers allows the Associate Superintendent to consider a greater number of personal leave requests.

12.1.4 Effective April 1, 2019, one (1) personal leave day under clause 12.1.1 or 12.1.2 may be carried forward to the next school year. The carried forward personal leave day must be used in the next school year. A personal leave day under clause 12.1.1 or a personal leave day carried forward from clause 12.1.1 shall be used prior to accessing personal leave under clause 12.1.2.

### 13. ASSOCIATION LEAVE AND SECONDMENT

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

### 14. OTHER LEAVES

A temporary leave of absence with pay shall be granted whenever a teacher is absent:

#### 14.1 **Critical Illness, Death and Funeral Leave**

- 14.1.1 (a) *For not more than four (4) teaching days because of each critical illness and/or death of spouse, common-law spouse,*

*parent, child, brother, sister or parent of spouse. One (1) additional day for necessary travel shall be granted.*

*(b) For not more than four (4) teaching days because of the death of each grandparent, grandparent of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild. One (1) additional day for necessary travel shall be granted.*

*(c) For not more than one (1) teaching day because of the death of each aunt or uncle.*

*(d) A temporary leave of absence with pay for not more than four (4) teaching days may be granted by the School Division, because of the death of a close friend. The definition of "close friend" does not preclude kin or a member of the school staff.*

#### **14.2 Convocation and University Exams Leave**

14.2.1 Effective April 1, 2019, clause 14.2.1 is replaced with clause 14.2.2. For one (1) teaching day necessary to write each examination in an academic or professional course.

14.2.2 Effective April 1, 2019, for one (1) teaching day necessary to write each examination in an academic or professional course at an accredited post-secondary institution.

14.2.3 Effective April 1, 2019, clause 14.2.3 is replaced with clause 14.2.4. For not more than two (2) days to attend convocation exercises at a university at which they, their son, daughter or spouse is receiving a degree.

14.2.4 Effective April 1, 2019, for not more than one (1) day to attend convocation ceremonies at an accredited post-secondary institution, or to attend high school graduation, if the graduation is held during the school day, at which they, their son, daughter or spouse is graduating from.

#### **14.3 Leave For Child's Arrival**

14.3.1 Effective April 1, 2019, clause 14.3.1 is replaced by clause 14.3.2. For up to two (2) teaching days for the spouse/partner on the occasion of the birth of their child.

14.3.2 Effective April 1, 2019, for up to two (2) teaching days for the spouse/partner on the occasion of the birth or adoption of their child.

#### **14.4 Impassable Roads**

- 14.4.1 Effective April 1, 2019, clause 14.4.1 is replaced by Clause 14.4.2. Because of impassable roads. Impassable roads mean roads temporarily closed by municipal or provincial authorities, or a reasonable effort to travel to work has been made by the teacher, but due to road conditions, the teacher was unable to attend at work. Where roads are reopened or become passable during the workday, the teacher is expected to attend at their place of work unless Article 14.5 applies.
- 14.4.2 Effective April 1, 2019 and until December 31, 2019, impassable roads will apply when the road(s) from a teacher's normal residence to place of work is(are) temporarily closed by municipal or provincial authorities, or where a reasonable effort has been made to travel to work using an alternate open route. Where road(s) is(are) reopened or become passable during the workday, the teacher is expected to attend at their place of work unless clause 14.5 applies.
- 14.4.3 Effective January 1, 2020, impassable roads will apply when the road(s) from a teacher's normal residence to place of work is(are) temporarily closed by municipal or provincial authorities, or where a reasonable effort has been made to travel to work using an alternate open route. The teacher will initially book a half-day absence under this section. Where road(s) is(are) reopened or become passable during the workday, the teacher is expected to attend at their place of work unless clause 14.5 applies. Should the roads not reopen or remain impassable by the middle of the workday or clause 14.5 applies, the teacher will book an additional half day absence under this section.

#### **14.5 Inclement Weather**

- 14.5.1 When (a) school(s) is/are closed for all students due to inclement weather, health reasons or physical plant breakdown, teachers shall not be required to attend the affected school(s).

#### **14.6 Discretionary Leave**

- 14.6.1 Additional leaves of absence with or without pay and with or without School Division contribution to the benefit plans as determined by the length of the leave pursuant to Article 7.2.1.3.1,

may be granted to teachers for reasons which are deemed necessary by the School Division.

#### **14.7 Additional Parental Leave**

14.7.1 In the case of maternity leave followed by a 62 week parental leave under Article 11.1, a leave of absence for up to 18 weeks may be granted by the School Division, without pay and without School Division contribution to the benefit plans.

14.7.2 For a teacher who wishes to resume work on the expiration of the leave granted under Article 14.7.1 the School Division shall:

(a) Reinstatement the teacher in the position occupied at the time the leave commenced; or,

(b) If acceptable to the teacher, provide the teacher with alternative work of a comparable nature at no less than the earnings and other benefits that had accrued to the teacher when the maternity or parental leave started.

Notwithstanding the foregoing, when staff reduction or program elimination is necessary the School Division may place the teacher in a position of a comparable nature and at no less than the same wages, entitlements and other benefits that had accrued to the teacher to the date that the leave commenced. The teacher shall not have any advantage nor suffer any disadvantage as a result of having been on leave.

#### **14.8 Administrative Lieu Days**

14.8.1 Effective April 1, 2019, the School Division will provide one (1) lieu day per school year to principals and assistant principals. This lieu day will not carry forward to the next school year nor be paid out if not used.

### **15. CENTRAL GRIEVANCE PROCEDURE**

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

*a) about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*

*b) about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*

*c) where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*

- 15.2 *“Central item” means any item which is in italics in this collective agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this collective agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work.*
- 15.5 *If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.*
- 15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
  - b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.7 *The written notice shall contain the following:*
- a) A statement of the facts giving rise to the difference,*
  - b) The central item or items relevant to the difference,*
  - c) The central item or items and the non-central item or items, where the difference involves both, and*
  - d) The remedy requested.*
- 15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*
- 15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the*

*Association, representatives of the School Division affected by the difference may be invited to participate in the discussion about the difference.*

- 15.10 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Division, and any affected teacher or teachers.*
- 15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*
- 15.12 (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*
- 15.14 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) An affected School Division rectify any failure to comply with the collective agreement.*
- b) An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
- c) TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

- 15.15 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
  - b) *Any affected School Division.*
  - c) *Teachers covered by the collective agreement who are affected by the award.*
- 15.16 *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*
- 15.1 *Effective May 1, 2019, this procedure applies to differences:*
- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
  - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
  - c) *where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this Collective Agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this Collective Agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*
- 15.5 *For the purposes of this Article, written communication may be provided by email.*
- 15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.*
- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance*



*procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*

*15.8 Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*

*a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*

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

*15.9 The written notice shall contain the following:*

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

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

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

*d) The remedy requested.*

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

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

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

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

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

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

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

## **16. LOCAL GRIEVANCE PROCEDURE**

The following local grievance procedure expires December 31, 2019.

- 16.1 Any difference between an 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.
- 16.2 Such difference (hereinafter called a “grievance”) shall first be submitted in writing to the Secretary Treasurer of the School Division and to the Teacher Welfare Committee Chair of the Association Local #35. Such written submission shall be made within sixty (60) days of the date of the incident giving rise to the grievance or the date the grievor reasonably became aware of the incident giving rise to the grievance. Such grievance shall set out the nature of the grievance, the Articles of this Agreement, which it is alleged have been violated, and the remedy sought. The Secretary Treasurer shall render their decision within fifteen (15) days.
- 16.3 In the event the grievance has not been settled within fifteen (15) days after the date of submission of the grievance, the teacher may present, within five (5) days thereafter in writing a statement of the nature of the grievance to the Secretary Treasurer of the School Division and the Teacher Welfare Committee Chair of the Association Local #35 requesting consideration of the grievance by the Grievance Committee.
  - 16.3.1 The Grievance Committee shall be composed of two (2) teacher representatives of the Association Local #35 and two (2) representatives of the School Division.
  - 16.3.2 The quorum of the Grievance Committee shall consist of all members.
  - 16.3.3 The Grievance Committee shall meet and endeavour to resolve the grievance within twenty-one (21) days following receipt of the

submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the Grievance Committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the Grievance Committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

- 16.4 If the Grievance Committee does not reach a unanimous or any decision within the said time, then either party may by written notice served on the other party require the establishment of an Arbitration Board as hereinafter provided. Such notice must be given within ten (10) days after the date the aforesaid twenty-one (21) day limit expires or the date the Grievance Committee renders other than a unanimous decision, whichever is shorter.
- 16.5 Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five (5) 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 a Chairman, either party may request the Director of Mediation Services to make the necessary appointment.
- 16.6 The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 16.7 The Arbitration Board shall not change, amend or alter any of the terms of this Agreement. All grievances or differences submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Agreement or that involves the determination of a subject matter not covered by or arising during the term of this Agreement.
- 16.8 The findings and decision of a majority is the award of the Arbitration Board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the Chairman governs and it shall be deemed to be the award of the Arbitration Board.
- 16.9 The Arbitration Board shall give its decision not later than fourteen (14) days after the appointment of the Chairman, provided however, that this time period may be extended by written consent of the parties.
- 16.10 Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expense of the Chairman.

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

16.12 In the event, at any stage, of the aforesaid procedure (except in respect of appointing persons to the Arbitration Board) the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.

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

Effective January 1, 2020

16.1 Any difference between an 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.

#### STEP 1

16.2 Such difference (hereinafter called a "grievance") shall first be submitted in writing to the Associate Superintendent of Human Resources and to the Teacher Welfare Committee Chair of the Association Local #35 and the Coordinator of Teacher Welfare. Such written submission shall be made within sixty (60) operational days of the date of the incident giving rise to the grievance or the date the grievor reasonably became aware of the incident giving rise to the grievance. Such grievance shall set out the nature of the grievance, the Articles of this Agreement, which it is alleged have been violated, and the remedy sought. The Associate Superintendent of Human Resources shall render their decision within fifteen (15) operational days.

#### STEP 2

16.3 In the event the grievance has not been settled within fifteen (15) operational days after the date of submission of the grievance, the teacher may present, within five (5) operational days thereafter a written a statement of the nature of the grievance to the Secretary Treasurer of the School Division.

16.3.1 The Secretary Treasurer shall schedule a meeting with the grievor & the Associate Superintendent of Human Resources within twenty-one (21) operational days following receipt of the submission.

16.3.2 The Secretary Treasurer shall provide a decision within ten (10) operational days of the meeting with the parties.

### STEP 3

- 16.4 In the event that the decision of the Secretary Treasurer fails to satisfy the grievance, the Association may, by written notice served on the other party, require the establishment of an Arbitration Board as hereinafter provided. Such notice must be given within ten (10) operational days after the receipt of the Secretary Treasurer's decision, or twenty (20) operational days after the meeting with the parties, whichever is shorter.
16. 4.1 The parties can mutually agree to the use of a single arbitrator within seven (7) operational days of such notice.
- 16.5 Each 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 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 a Chairman, either party may request the Director of Mediation Services to make the necessary appointment.
- 16.6 The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 16.7 The Arbitration Board shall not change, amend or alter any of the terms of this Agreement. All grievances or differences submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Agreement or that involves the determination of a subject matter not covered by or arising during the term of this Agreement.
- 16.8 The findings and decision of a majority is the award of the Arbitration Board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the Chairman governs and it shall be deemed to be the award of the Arbitration Board.
- 16.9 The Arbitration Board shall give its decision no later than fourteen (14) operational days after the appointment of the Chairman, provided however, that this period may be extended by written consent of the parties.
- 16.10 Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expense of the Chairman.
- 16.11 In the event, at any stage, of the previously mentioned procedure (except in respect of appointing persons to the Arbitration Board) the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.

16.12 Any of the previously mentioned time limits may be extended at any stage upon the written consent of the parties.

**IN WITNESS WHEREOF** the parties to this Agreement have duly executed these presents the day and year first above written.

**ROCKY VIEW SCHOOL DIVISION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**THE ALBERTA TEACHERS' ASSOCIATION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Signature Date: \_\_\_\_\_

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

*Signed by the parties on October 11, 2018.*



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

1. Scope

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

2. Process

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

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

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

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

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

*Signed by the parties on October 2, 2018.*

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

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

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

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

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

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

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

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

*Where WSAs exist, the WSA may be used for:*

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

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

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

### **Letter of Understanding #6: Salary Adjustments**

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

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

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

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

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

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

## **Letter of Understanding #8 – Right to Disconnect**

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

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

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



## **Letter of Understanding #9: Extracurricular Activities**

1. The School Division and the Association agree that while both the School Division and the Association acknowledge the value of extracurricular activities in enriching our schools, it is recognized that teacher involvement in extracurricular activities is voluntary.

## **Letter of Understanding #10: Travel to School Division Mandated Professional Development Functions**

1. Effect September 1, 2004 the School Division agrees that travel to School Division mandated professional development functions will be addressed in the following manner:

Professional development activities that are organized and delivered under the School Division`s direction, which teachers are directed to attend (School Division PD functions), the School Division will amend its Policy DLC, or create a new policy, to provide that teachers attending School Division PD functions will be paid for any additional travel to such functions over what a teacher would travel if the teacher was to report to their home school. The allowance will be based on actual kilometers driven, and to that end, the teacher will need to know and advise of the actual kilometrage that is traveled normally between the teacher`s residence and the teacher`s home school by the most direct reasonable route, and the actual kilometrage driven from the teacher`s residence to the PD function by the most direct reasonable route, so teachers will need to keep track of the kilometers driven to a School Division PD function. The honour system will be used. The exact wording will be worked out in consultation with the Association once the new Collective Agreement, currently being negotiated is ratified by both parties but, the foregoing principles will be reflected in the wording.

### **Letter of Understanding 11: Workplace Efficacy Committee (WEC)**

The Association and the School Division agree that consultation on workplace initiatives is valuable and beneficial to both parties.

Teachers and the School Division may bring workload and wellness concerns to the WEC.

Representation on the WEC will include two ATA members appointed by the Local Association, the Associate Superintendent of Human Resources and one other representative of the School Division.

The committee will establish a frame of reference before June 30<sup>th</sup>, 2020.