

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 ASPEN VIEW SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this ____ of _____ 20__ between The Aspen 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Effective November 28, 2019, the whereas statement above is repealed and replaced by the following whereas statement:

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

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

Whereas the parties desire that these matters be set forth in an agreement.

Now Therefore This Agreement Witnesseth that the parties agree as follows:

1. APPLICATION/SCOPE

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

Effective November 28, 2019, clause 1.1 above is repealed and replaced by the following clause:

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

1.2 Excluded Positions

- 1.2.1 Superintendent

- 1.2.2 Associate Superintendents
- 1.2.3 Chief Deputy Superintendents
- 1.2.4 Directors and above
- 1.3 *Effective November 28, 2019, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
 - 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective November 28, 2019)*
 - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Divisions in any agreement with respect to central terms.*
 - 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
 - 1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms*
- 1.6 *The School Division retains all rights of management limited only by the expressed terms of this Agreement.*
- 1.6 *Effective November 28, 2019, the School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*

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

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

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

1.10 Structural Provisions

1.10.1 Teacher Board Advisory Council

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

1.10.1.2 The parties hereby agree that there shall be constituted a Teacher Board Advisory Committee in the School Division for the purpose of considering matters of concern related to school affairs including proposed educational policy changes and changes in conditions of professional service and communicating thereon the views of the respective parties.

1.10.1.2 The Teacher Board Advisory Committee shall consist of authorized representatives of teachers, elected Board members and their appointees.

1.10.1.3 This committee shall meet initially within the first three (3) months of the school year. Further meetings shall be upon the request of either party.

1.11 *Effective November 28, 2019, all provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2 List Bargaining

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

2.3 Central Matters Bargaining

- 2.3.1 *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than 15 days and not more than 30 days after the central matters and local matters have been determined.*
- 2.3.2 *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

2.4 Local Bargaining

- 2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Division or the Association must be served after, but not more than 60 days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*
- 2.4.2 *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

2.5 Bridging

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

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

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

2.6 Meet and Exchange

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

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

2.7 Opening with Mutual Agreement

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

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

2.8 Provision of Information (Effective until November 27, 2019)

2.8.1 *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division shall provide to the Association at least once each year no later than October 31, a list of its teachers who are members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.*

2.8.2 *Each School Division shall provide the following information to the Association and to TEBA annually:*

- a) *Teacher distribution by salary grid category and step as of September 30;*
- b) *Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
- c) *Most recent School Division financial statement;*
- d) *Total benefit premium cost;*
- e) *Total substitute teacher cost; and*
- f) *Total allowances cost.*

2.8 *Provision of Information* (Effective November 28, 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 Save and except substitute teachers, the School Division shall pay each teacher one-twelfth of the teacher's annual salary on the 27th of each calendar month from September through June and on or before the last banking Friday in July and August by way of electronic transfer of salary into each teacher's bank account.
- 3.1.2 Payment of administrative allowances shall commence on the effective date of appointment.
- 3.1.3 The School Division shall pay substitute teachers on or before the tenth day of the month following their service.

3.2 Grid

- 3.2.1 *The number of years of teacher education and the years of teacher experience, as computed according to this agreement, shall together determine the basic salary rates for each teacher employed by the School Division.*
- 3.2.2 *The School Division shall pay its teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.*
- 3.2.3 *The salary schedule will be as follows:*

a) *Effective September 1, 2018:*

STEP	CAT 4	CAT 5	CAT 6
0	59,368	62,769	66,761
1	62,946	66,570	70,573
2	66,517	70,378	74,396
3	70,094	74,191	78,200
4	73,670	77,993	82,021
5	77,721	81,802	85,839
6	81,767	85,610	89,648
7	85,821	89,415	93,467
8	89,873	93,231	97,279

STEP	CAT 4	CAT 5	CAT 6
9	93,917	97,032	101,097

3.3 Education (effective until August 31, 2019)

- 3.3.1 *The evaluation of a teacher’s education for salary purposes shall be determined by a Statement of Qualification issued by The Alberta Teachers’ Association 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 Association and the Alberta School Trustees’ Association dated March 23rd, 1967.*
- 3.3.2 *Placement on the salary schedule shall be according to the number of years of teacher education at the first day of school of each school year, on commencement of employment, or on February 1st, whichever is applicable.*
- 3.3.3 *Until the teacher submits proof of teacher education for salary purposes, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for the teacher’s teaching certificate.*
- 3.3.4 *Proof of teacher education, or proof of having applied for same must be received by the School Division within 60 calendar days of commencement of employment, the first day of school of each school year or February 1st, whichever is applicable. Failure to submit proof, or proof of application within the 60 calendar days, shall result in salary adjustment commencing the month following submission of the Statement of Qualifications. Proof of application shall be a letter of acknowledgment as provided by the Teacher Qualifications Service or a copy of the receipt from Teacher Qualifications Service acknowledging receipt of the application.*

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

- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers’*

Association and the Alberta School Trustees' Association dated March 23, 1967.

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

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

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

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

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

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

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

3.4 Experience (effective until August 31, 2019)

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

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

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

- 3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 *Previously unrecognized experience gained in one school year with a School Division may be carried over for calculation of experience increments in the following school year with that same School Division.*
- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*
- 3.4.5 *A year of teaching experience shall be earned by service for at least 118 teaching days as defined in Section 205(1) of The Education Act.*
- 3.4.6 *Such teaching experience must be earned within consecutive years commencing September 1st, 1995 with the School Division. When a year of teaching experience has been earned, the teacher shall not begin to accumulate credit toward another year of teaching experience until the commencement of another school year or until February 2nd in the event that the teaching experience is recognized on the February 1st adjustment date. No teacher shall lose credit for years of teaching experience being recognized at the time of the signing of this agreement.*
- 3.4.7 *The number of years of teaching experience earned by a teacher prior to engagement by the School Division is counted as if it had been teaching experience in schools under the School Division. For the purpose of this clause a year of teaching experience shall mean a year determined in accordance with Clause 3.4.5 above.*
- 3.4.8 *The adjustment date for changes in the number of years allowed for teaching experience shall be on the first teaching day of each school year, on commencement of employment, or on February 1st, whichever is applicable, provided however that no teacher shall receive more than one experience increment in any one school year.*
- 3.4.9 a) *Proof of previous experience must be received by the School Division within 60 calendar days of commencement of employment or the first day of school of the school year, whichever is applicable. Satisfactory evidence shall be deemed to include a letter of documentation from previous school*

divisions or an affidavit, signed by the teacher, that the teacher has the experience claimed

- b) If such evidence is submitted within the 60 calendar days, salary shall be paid according to this experience effective the date of commencement of the school year, or the date of commencement of employment, whichever is applicable.*
- c) If such evidence is not submitted within the aforementioned 60 calendar days the teacher shall be paid according to the salary schedule based upon the most recent statement of experience as acceptable to the School Division, or at the minimum of the teacher's category according to years of university education. The teacher's salary shall be adjusted effective the beginning of the month following submission of such evidence.*

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

Teachers shall:

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

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

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

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

3.4.4 Uncredited experience shall be carried over for the calculation of experience increments.

3.4.5 The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.

Prior Experience

- 3.4.6 *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.*
- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero years of experience on the salary grid.*
 - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
 - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7 *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8 *A teacher requesting that the School Division recognize experience earned with a previous employer shall provide to the School Division written confirmation from the previous division 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 division.*
- 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 Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous School Division.*

- 3.4.10 *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*
- 3.4.11 *Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

3.5 Special Considerations: Vocational Teachers

- 3.5.1 *A career and technology studies (CTS) trade teacher is a person, who has a valid Alberta teaching certificate, and instructs at least half time of a full-time equivalent (0.5 FTE) in his or her area of trade certification as a journeyman.*
- 3.5.1.1 *Industrial trade experience means industrial trade experience in the area of trade certification for which the teacher will be teaching, which experience was obtained while holding a valid journeyman certificate for the area in which the teacher will be teaching. One year of full-time industrial trade experience shall be time equivalent to 2000 hours worked per year as a journeyman.*
- 3.5.1.2 *The School Division will recognize a vocational teacher's trade experience by initially placing the teacher on the grid at their years of experience in the trade divided by two and rounded up to the closest year of experience and a minimum of four (4) years of education.*
- 3.5.1.3 *Industrial trade experience will only be recognized if the teacher holds a journeyman certification, as a condition of employment by the School Division, and if*
- a) *the teacher instructs in their area of trade certification as a journeyman, on at least a 0.5 full-time equivalent basis, and*
 - b) *the teacher's prior industrial trade experience through verifiable employment was obtained while holding a valid journeyman certificate for the area in which the teacher will be teaching, and*
 - c) *the verifiable documents provided are either from a third party employer, or, in the case of self-employment, filed tax returns which confirm work in the area for which the teacher holds a valid journeyman certificate and will be teaching.*

- 3.5.2 *Following initial placement, the vocational teacher shall be entitled to the regular experience increments provided by this agreement, up to the maximum provided in the applicable category.*
- 3.5.3 *Advancement from one salary category to another shall be made in the same manner as for any regular teacher, with allowance as in the teacher's previous category placement.*

3.6 Other Rates of Pay

- 3.6.1 *A teacher who is employed to provide instruction in credit courses for the School Division's summer school shall be paid a base hourly rate of \$67.83, inclusive of general holiday and vacation pay. This hourly rate is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

3.7 Other Allowances

- 3.7.1 Teacher assigned to multiple school allowance: Except where a teacher agrees otherwise, a teacher authorized or assigned by the School Division to travel by automobile to two or more schools in the performance of his or her duties shall be reimbursed at the kilometrage rate set for trustees by the School Division.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

- 4.1.1 The School Division may create administrative, supervisory or other positions, where a teaching certificate is a requirement of the position. Any allowance for the new position shall be negotiated between the School Division and the Association. If no agreement is reached, the School Division may proceed to fill the position with the understanding that the amount of the allowance may be on the bargaining table at the next round of negotiations.

4.2 Administration Allowances

4.2.1 *Principal's Allowance*

In addition to the foregoing salary there shall be paid allowances in accordance with the following schedule

4.2.1.1 *Effective November 9, 2017:*

<i>0-100 pupils</i>	<i>\$138.21</i>
<i>101-200 pupils</i>	<i>\$40.63</i>

201-300 pupils	\$24.38
300+ pupils	\$22.76

Effective November 9, 2017, notwithstanding the above formula, no principal shall have an allowance less than \$12,500.

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

4.2.1.2 *For the purpose of determining allowances based on student count, such count shall be September 30th of each school year.*

4.2.1.3 *The Principal's allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

4.2.1.4 *The minimum allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

4.2.2 Assistant Principal's Allowances

4.2.2.1 *The Assistant Principal's Allowance payable shall be one-half (½) the allowance payable pursuant to Clause 4.2.1*

4.2.2.2 *Where there is more than one Assistant Principal a sum equal to 100 percent of that payable pursuant to Clause 4.2.1 shall be divided between the incumbents in the ratio of their responsibilities.*

4.2.2.3 *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 Coordinator Allowances

4.2.3.1 *A teacher assigned the responsibilities of Coordinator, by the School Division, shall be paid an annual allowance of \$12,560.00 prorated to the amount of time assigned such responsibilities. The coordinator allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

4.3 Acting/Surrogate Administrators – Compensation

- 4.3.1 When, in the absence of the principal, an assistant principal or a teacher acts in the principal's place for a period of five or more consecutive school days, the assistant principal or teacher shall be designated as acting principal effective the sixth consecutive school day and shall be paid as a principal for the period during which the assistant principal or teacher is so designated.
- 4.3.2 When in the absence of the principal, in schools where there is no assistant principal, a teacher shall be designated as acting principal effective the second consecutive school day of the principal's absence and shall be paid at the rate of 1/200th of the principal's allowance commencing the third consecutive school day, retroactive to the first day of such designation and for the remainder of the period during which the teacher is so designated.
- 4.3.2.1 When a teacher in a multi-roomed school is requested to be in charge during half day up to a three day period of time when the principal is away to attend scheduled administrative meetings, seminars, conventions, or is on an academic improvement course, that teacher left in charge shall be paid fifty percent of 1/200th of that principal's allowance for each half day that the teacher has been assigned to be in charge. This allowance paid to the teacher in charge does not reduce that principal's allowance.

4.4 Teachers with Principal Designations (Effective until November 27, 2019)

- 4.4.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the School Division must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*

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

4.4 Teachers with Principal Designations *(Effective November 28, 2019, the following repeals and replaces clause 4.4 above)*

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

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

4.5 Other Administrator Designations

4.5.1 *No teacher designated as assistant principal at the time of signing of this agreement shall have that designation terminated by reason of the School Division's decision to eliminate the position, unless an alternate arrangement is recommended by the Superintendent in consultation with the Principal involved.*

4.6 Other Administrator Conditions

4.6.1 *Administration Time for Administrators*

4.6.1.1 *A teacher assigned the responsibilities of department head shall, in addition to instructional preparation periods, be provided the equivalent of one 40-minute class period free from instructional responsibilities every second school day.*

4.6.2 *Vacation/Work Schedule*

4.6.2.1 *Those teachers designated as administrative or supervisory personnel will so organize their work that*

their school and/or functional responsibilities will be ready for operation on the opening day of school of each school year.

4.6.3 Multiple Allowances

4.6.3.1 There shall be no pyramiding of allowances. Where more than one allowance could apply, the teacher shall receive the greater allowance.

4.6.4 Lieu Days for School-Based Administrator

4.6.4.1 School-Based Principals will be granted two (2) Day(s), in lieu per school year, at a time mutually agreeable to the Principal and the Superintendent or Designate.

4.6.4.2 Effective Date of Ratification, School-Based Assistant Principals will be granted one (1) Day, in lieu per school year, at a time mutually agreeable to the Assistant Principal and the Superintendent or Designate.

The paid days must be taken by May 31st, of the school year, or days will be forfeited and no payment shall be made in lieu. For any extension to the end of the year, permission of the Superintendent or designate must be granted.

5. SUBSTITUTE TEACHERS

5.1 *Rates of Pay*

5.1.1 *A substitute teacher means a teacher employed on a day-to-day basis.*

5.1.2 *Effective until April 30, 2019, payment for a day of substitute teaching shall be 70 percent of one two-hundredth of the minimum of Category 4 on the salary grid.*

5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212.*

5.1.4 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

- 5.1.5 Effective until November 27, 2019, payment for one-half day or less of substitute teaching shall be one-half of the rate for a full day, inclusive of four percent vacation pay.
- 5.1.6 Effective November 28, 2019, and notwithstanding 5.1.2, a substitute teacher shall be paid 60% of the full day rate indicated in clause 5.1.3 for each partial day worked inclusive of holiday pay. A teacher who works more than 60% of an instructional day shall receive 100% of the substitute teacher's daily rate (inclusive of holiday pay). If a teacher works two (2) partial day assignments on the same day, they shall receive 100% of the substitute teacher's daily rate of pay (inclusive of holiday pay).

5.2 Commencement of Grid Rate

- 5.2.1 *Number of days to go on grid: Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive school days shall be paid, effective the sixth consecutive school day, according to placement on the salary schedule subject to the terms of this agreement.*
- 5.2.2 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3 Other Substitute Teacher Conditions

5.3.1 Professional Development

- 5.3.1.1 Substitute teachers shall be invited to one (1) professional development day per school year to a maximum of ten (10) eligible substitute teachers per school year. Substitute teachers who attend the professional development day shall be paid the substitute teacher rate as per clause 5.1.2 or 5.1.3 and 5.1.4 depending on the effective date of the professional development. Eligible substitutes are teachers not currently on contract who have taught in that school year.

5.3.2 Assigned Duties of Substitute Teachers

- 5.3.2.1 Substitute teachers will be assigned duties and will be provided with breaks aligned with Employment Standards. The assignment shall exclude the supervision that precedes the first instructional block on the first day. In the event that the substitute teacher is covering

multiple teaching assignments in the day they will be notified when they are contacted for the position.

5.3.3 Cancellation of Assignment

5.3.3.1 When a substitute teacher has accepted employment, such employment shall not be cancelled without at least 12 hours' notice. Where the anticipated employment is greater than one day, the second and subsequent days may be cancelled with 12 hours' notice. If a teacher cancels without proper notice, they will be responsible for the substitute teacher cost. If 12 hours' notice is not provided, the substitute teacher may be reassigned to other duties within the school. Where a substitute is cancelled because of the cancellation of an event or School Division decision, the cost is borne by the School Division.

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.*

6.1.1 *A part-time teacher shall mean a teacher employed under a contract of employment with the School Division whose assignment is less than that of a full-time teacher.*

6.2 Part-time Teachers Salaries

6.2.1 *Teachers employed on a part-time basis shall be paid on a pro-rata basis in accordance with the definition in article 6.1.*

6.3 Part-time Teachers Benefits and Proration

6.3.1 *Premiums paid by the School Division will be contributed on a pro-rata basis for part-time teachers.*

6.4 *Other Part-time Teacher Conditions*

6.4.1 *Part-time Assignment:*

6.4.1.1 *A part-time teacher shall be provided with preparation time and supervision duties approximately proportionate to the amount of time of a teacher in a full-time assignment at his or her school.*

6.4.2. Movement Between Part-Time and Full-Time Assignment: Part-Time Leave

6.4.2.1 Any teacher employed on a full-time (1.0 FTE) continuous contract as of September 1st, 1995 who agrees to employment on a part-time leave shall be given a part-time continuing contract for a period of one year and, notwithstanding Section 211(2) of *The Education Act*, that contract shall be for a specified portion of a full-time equivalent which shall not be varied except by mutual consent.

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

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

7. **GROUP BENEFITS**

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

7.1.1 *The School Division shall contribute 100 percent of teachers' premiums payable for benefits under the provisions of the Alberta School Employee Benefit Plan, Life and Accidental Death and Dismemberment Insurance, Schedule 2. All teachers on staff shall be members of ASEBP as a condition of employment.*

- 7.1.2 *The School Division shall contribute 100 percent of teachers' premiums payable for benefits under the provisions of the Alberta School Employee Benefit Plan, Extended Health Care Benefits-Plan 1. All teachers on staff shall be members of ASEBP – EHC as a condition on employment.*
- 7.1.3 *Commencing September 1, 2011 the School Division shall pay 70% of the premium payable per month for Alberta Health Care.*
- 7.1.4 *The School Division shall contribute 100 percent of the premiums payable for the ASEBP Dental Care, Plan 3 for all participating employees.*
- 7.1.5 *The School Division shall contribute 100 percent of the premiums payable for the ASEBP Vision Care, Plan 3 for all participating employees.*
- 7.1.6 *The School Division shall pay 100% of premiums payable for benefits under the provisions of the Alberta School Employee Benefit Plan, Extended Disability Benefits – Plan D.*
- 7.1.7 *The School Division shall apply its share of premiums specified for all participating teachers enrolled in the applicable group insurance plans in the following order: Extended Health Care; Dental Care; Extended Disability Plan D; Vision Care; Life, Accidental Death and Dismemberment; Alberta Health Care.*

7.2 Group Benefits Eligibility

- 7.2.1 *Notwithstanding clauses 7.1.2, 7.1.3 and 7.1.4, any teacher who has equivalent coverage provided through their spouse may be exempt from the condition of employment as identified in article 7.1.2.*

7.3 Health Spending Account

- 7.3.1 *The School Division will establish for each teacher a Health Care Spending Account that adheres to Canada Customs and Revenue Agency requirements. The School Division will contribute \$51.67 per month for each FTE teacher. This contribution shall be pro-rated for teachers employed less than full-time with the School Division. The unused balance will be carried forward for a total accumulation of two years. The teachers leaving the employ of the School Division will forfeit any remaining balance.*

- 7.3.2 *Effective September 1, 2019, the monthly contribution will increase to \$60.41667.*
- 7.3.3 The School Division shall maintain a Health Spending Account / Wellness Spending Account (HSA/WSA) to all eligible teachers. The School Division will contribute Seven Hundred and Twenty-five Dollars (\$725.00) for each teacher. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency and the Income Tax Act of Canada.

7.4 Other Group Benefits

7.4.1 Subrogation

- 7.4.1.1 If a teacher receives sick leave benefits because the teacher was injured through the fault of another party, the School Division has subrogation rights. The teacher may make a claim to recover the amount of these benefits from the other party. Depending upon the amount of the claim for sick leave benefits, the teacher may be obligated to reimburse the School Division for any benefits which have been or will be paid by the School Division.

7.4.2 Employment Insurance Premium Reduction plan

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

7.4.3 Benefits for Retired Teachers Returning to Employment

- 7.4.3.1 Retired teachers over 65 who are ineligible for ASEBP and commence work for the School Division, shall be reimbursed for benefit premiums up to the equivalent amount that the School Division would have contributed had the teacher participated in ASEBP.

8. CONDITIONS OF PRACTICE

8.1 *Teacher Instructional and Assignable Time*

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

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

8.2 Assignable Time Definition

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

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

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

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

- a) the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*
- b) the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular*

commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.

c) the time is spent traveling to and from the teacher's annual convention.

8.3 Other Conditions of Practice

8.3.1 *No teacher will be required to render services for more than 200 days in any school year.*

8.3.2 *The School Division shall provide a minimum of one hour per month for staff meetings during the regular school day.*

8.3.3 *Effective April 7, 2019, the School Division will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked.*

8.3.3.1 *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.*

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

9.1.1 *Teacher Professional Growth Plans will consider but will not be required to include the School Division's goals.*

9.1.2 *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*

- 9.1.3 *School Divisions and/or schools are not restricted in developing their own staff development plan in which the School Division and/or school may require teachers to participate.*

9.2 Professional Improvement Leave

- 9.2.1 Professional improvement leave shall mean a leave of absence granted by the School Division at its discretion on application by a teacher for study designed to improve the teacher's academic or professional education.
- 9.2.2 To be eligible for professional improvement leave the teacher shall have served the School Division for at least five years. The School Division, however, may grant a professional improvement leave to a teacher regardless of years of service with the School Division.
- 9.2.3 A teacher who is granted professional improvement leave shall give an undertaking in writing to return to the teacher's duties following the expiration of the teacher's leave and shall not resign or retire from teaching service other than by mutual agreement between the School Division and the teacher, for a period of at least two years after resuming the teacher's duties. Should a teacher fail to comply with this clause the teacher shall repay the allowance on a pro-rata basis.
- 9.2.4 All applications for professional improvement leave for a full year or for a semester shall be submitted to the School Division by March 1st preceding the school year in which the professional improvement leave is to commence. All applications for professional improvement leave for the spring session shall be submitted by the 31st of December preceding the session in respect of which the application is made.
- 9.2.5 The School Division after reviewing the applications shall notify by April 1st following the deadline for application as to whether or not the applicant is granted professional improvement leave.
- 9.2.6 A teacher who is granted professional improvement leave for the year shall receive a salary for professional improvement leave payable in 10 equal installments on the last day of each month as follows: 70 percent of the teacher's pay.
- 9.2.6.1 Professional improvement leave may be granted for spring classes at a post-secondary institution. A teacher granted such leave shall receive as salary 20 percent of the annual professional improvement leave allowance in two equal monthly installments.

- 9.2.7 Prior to leave being granted, the School Division and the teacher shall agree to the terms and conditions of resumption of duties on the part of the teacher.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 *During the first year of employment with the School Division each teacher shall be granted 20 days of sick leave credits on the basis of two days per month. After completion of one year of employment with the School Division a teacher shall be granted 90 calendar days of sick leave credits provided continuity of employment remains unbroken.*
- 10.1.1 *During the first year of employment should sick leave exceed the accumulated number of days of sick leave entitlement, resulting in salary deduction, subsequent accumulated sick leave entitlement in the same school year shall be applied and any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*
- 10.1.2 *A teacher who, on the effective date of this agreement was credited with more than 90 days of sick leave credits, shall retain such credits subject to reductions arising out of claims made in accordance with the terms of this agreement until the sick leave credits of the teacher are reduced to 90 calendar days.*
- 10.1.3 *After one year of continuous service a teacher who returns to duty after absence due to illness shall be credited with 90 calendar days of sick leave credits.*
- 10.1.3.1 *Notwithstanding Clause 10.1.3, a teacher upon returning to duty from a period of sick leave in excess of three consecutive teaching days but less than 91 consecutive calendar days will, if that teacher does not take any sick leave during the first 10 consecutive teaching days following return to duty, thereafter have their sick leave entitlement reinstated to 90 calendar days. If sick leave is taken during the first 10 consecutive teaching days following return to duty, sick leave shall only be available to the extent of the unused portion of the initially available 90 calendar days.*
- 10.1.4 *Notwithstanding the foregoing, teachers in their first year of employment will be entitled to ninety (90) calendar days of sick leave only in the event that the teacher is continuously absent in excess of ninety (90) calendar days and is approved for extended disability benefits (EDB).*

- 10.2 *If a teacher is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period or periods exceeding the teacher's sick leave credits, the teacher shall be paid the teacher's salary to the extent of the sick leave which stands to the teacher's credit and the teacher's sick leave shall then be reduced accordingly.*
- 10.3 *If a teacher is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of more than three consecutive teaching days, the teacher may be required to present a medical certificate to the Superintendent of Schools, or designate, upon the teacher's return to duty.*
- 10.3.1 *Notwithstanding Clause 10.3, a teacher may be required to provide a medical certificate to the Superintendent of Schools, or designate, on the fourth consecutive day of absence from duty.*
- 10.4 *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of three consecutive teaching days or less may be required by the Superintendent of Schools or designate to present a signed medical statement giving the reason for such absence upon returning to duty.*
- 10.5 *The School Division, at its expense, may require a medical examination by a medical practitioner of its choice.*
- 10.6 *Clause 10.1 notwithstanding, no teacher shall lose credit for days already accumulated beyond the limits set. Where excess sick leave has been used, the limits in Clause 10.1 shall apply.*
- 10.7 *A teacher who meets the qualifying period for EDB under the Alberta School Employee Benefit Plan shall apply for such benefits and shall not be eligible to receive sick leave benefits under this article.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

Maternity Leave

- 11.1.1 *Teachers are entitled to maternity leave for a maximum period of 18 weeks commencing on a date of their choosing, but no later than the birth of the baby.*
- 11.1.2 *Where possible, written notice of intent to take such leave will be forwarded to the superintendent or designate at least six weeks prior to commencement of the leave.*

- 11.1.3 *The School Division shall pay the portion of the teacher's benefit premiums specified in article 7.1 of this collective agreement for the duration of the SUB plan.*
- 11.1.4 *The teacher on maternity leave shall be eligible for one of the following options:*
- a) *If the absence begins prior to 10 weeks before the estimated date of delivery and continues without return to work, the teacher shall be placed on sick leave until such point as the teacher is eligible to apply for extended disability benefits.*
 - b) *If the absence begins within the 10 week period before the estimated date of delivery or on the date of delivery, the teacher shall choose either clause i) or ii) below. Such choice shall apply until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.*
 - i) *The School Division shall implement and maintain a supplementary unemployment benefits (SUB) plan which shall provide teachers on maternity leave with 100 per cent of their weekly salary under the SUB plan during 15 weeks of leave. The School Division shall pay the portion of the teacher's benefit plan premiums specified in article 7.1 of the collective agreement for the 15 week period.*
 - ii) *The teacher may access sick leave entitlement with pay as specified in article 10 of the collective agreement for the period of sickness or disability.*
- 11.1.5 *At least 30 days prior to the date on which the teacher intends to return to work, written notice must be forwarded to the superintendent or designate.*
- 11.1.6 *Following the maternity leave, a teacher shall return to the same position occupied at the commencement of the leave or a mutually agreed upon position.*
- 11.1.7 *For the purposes of this leave medical certification of proof of pregnancy, birth and requirement for sick leave may be provided by a doctor or a midwife.*

Parental/Adoption Leave

- 11.1.8 *Teachers shall be granted adoption/parental leave without pay.*
- 11.1.9 *The teacher shall provide the School Division with six weeks written notice of the teacher's intent to commence parental/adoption leave. In the case of adoption such notice will be given at the earliest possible date.*
- 11.1.10 *Adoption/parental leave will be for a maximum of 37 weeks and will be completed within 52 weeks of the child's birth or placement in the case of adoption.*
- 11.1.11 *The teacher will be returned to the same or comparable position as that held before the commencement of the leave.*
- 11.1.12 *The teacher shall notify the School Division in writing of the intent to return to work at least 30 days prior to the end of the leave.*

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

- 11.2.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Division to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*
- 11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit*

premiums, and shall reimburse the School Division upon receipt of an invoice.

- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

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

11.1 Maternity Leave

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

11.2 Parental Leave

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a*

period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.

- 11.2.2 Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

11.3 Salary Payment and Benefit Premium

- 11.3.1B At the commencement of maternity leave, the teacher shall be eligible for one of the following options:*
- 11.3.2B If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3B If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*
 - a) The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.*

b) *The School Division shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during 15 weeks of leave.*

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

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

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

11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of 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 personal leave of absence will be granted by the superintendent at a mutually agreeable time for up to two days per school year. *The first of these days shall be at full salary and the remaining day shall be at full salary less the cost of a substitute.*
- 12.2 Personal leave days not used in a year may be carried forward to the next year. Unused personal days may accumulate to a maximum of three (3) days with full pay, and two (2) days with cost of sub. Personal leave days shall be at a time mutually agreeable to the superintendent and the teacher.

13. ASSOCIATION LEAVE AND SECONDMENT

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

by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on their behalf while on secondment under this clause.

14. OTHER LEAVES

14.1 Additional Parental Leave

- 14.1.1 a) Leave of absence without pay or benefits will be granted to either parent for periods of one, two or three full school years for the purpose of either parent wishing to maintain tenure with the School Division during a time in which the parent may be required or desire to meet child rearing responsibilities. Such leave will be granted on the basis of annual renewals prior to May 15th and not to exceed two renewals. In any case, teachers shall provide the School Division with at least six (6) weeks notice to commence leave.
- b) Notwithstanding 14.1.1(a), approved leaves of this nature shall be to a maximum of three (3) years over the course of employment with the School Division.
- 14.1.2 Leaves granted under this clause are subject to the teacher being guaranteed a position on return to duty after the leave has expired. All reasonable effort will be made to return the teacher to the same school where he or she had been assigned prior to taking leave.

14.2 Leave for Bereavement

- 14.2.1 *Leave of absence necessitated by death of a spouse, parent or child shall be granted by the School Division, with pay and benefits, for a time up to and including five days.*
- 14.2.2 *Leave of absence necessitated by death of a brother, sister, parents of spouse, brother-in-law or sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, grandparent of spouse or a member of the teacher's household shall be granted by the School Division, with pay and benefits, for a time up to and including three days.*
- 14.2.3 *Leave of absence necessitated by death of an uncle, aunt, niece or nephew shall be granted by the School Division, with pay and benefits, less the cost of a sub, for a time up to and including one day.*
- 14.2.4 *Additional leave, when required, may be granted upon application to the School Division.*

14.3 Critical Illness Leave

- 14.3.1 *Leave of absence necessitated by critical illness of a spouse, parent or child shall be granted by the School Division, with pay and benefits, for a time up to and including five days.*
- 14.3.2 *Leave of absence necessitated by critical illness of a brother, sister, parents of spouse, brother-in-law or sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, grandparent of spouse or a member of the teacher's household shall be granted by the School Division, with pay and benefits, for a time up to and including three days.*
- 14.3.3 *Additional leave, when required, may be granted upon application to the School Division.*
- 14.3.4 *For purposes of Clause 14.3, critical illness shall be determined by a certificate from a medical doctor if required by the School Division.*

14.4 Jury Duty Leave

- 14.4.1 *Leave of absence for jury duty or any summons related thereto without loss of salary shall be granted to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses provided that the teacher remits to the School Division any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body and further, provided that the teacher is not found guilty of any offense.*

14.5 Leave for Child's Arrival

- 14.5.1 *Two days of leave shall be granted with full pay for the birth of their child.*

14.6 Family Medical Leave

- 14.6.1 *Three days per school year leave shall be granted with full pay and benefits for necessary family medical attention, provided that the teacher's number of sick leave credits, as granted by Clause 10.1 is reduced by a corresponding amount. Upon request of the School Division, a medical certificate shall be provided in order to establish eligibility for benefits under this clause.*

14.7 Family Needs Medical Leave

14.7.1 *Effective November 9, 2017, one day with pay for the “immediate Family”. “Immediate Family” shall include spouse, child, parent, grandparent or member of a teacher’s household.*

14.8 Discretionary Leaves of Absence

14.8.1 Additional leaves of absence may be granted by the School Division, with or without pay, at the discretion of the School Division.

15. CENTRAL GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

15.7 *The written notice shall contain the following:*

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

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

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

d) *The remedy requested.*

15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*

15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the School Division affected by the difference may be invited to participate in the discussion about the difference.*

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

15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*

15.12 a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association*

shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.

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

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

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

15.15 The award of the Arbitration Board is binding on:

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

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

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

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

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

- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division affected by the difference is attending a central grievance hearing.*
- 15.12 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Division, and any affected teacher or teachers.*
- 15.13 a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.14 a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

- 15.15 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*
- 15.16 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected School Division rectify any failure to comply with the Collective Agreement;*
 - b) *An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
 - c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.17 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
 - b) *Any affected school Division.*
 - c) *Teachers covered by the Collective Agreement who are affected by the award.*
- 15.18 *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*
- 15.19 *The time limits in this Article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.*

16. LOCAL GRIEVANCE PROCEDURE

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

16.2 Step 1

The grievor shall make an effort to resolve the difference informally and shall inform the Chairman of the Teacher Welfare Committee of the Aspen View Local ATA and the Coordinator of Teacher Welfare of the Association and the Secretary-Treasurer of the School Division, within twenty (20) instructional days from the time the grievor first had knowledge of the difference. If the grievor is not satisfied, they may proceed to Step 2.

16.3 Step 2

- 16.3.1 In the event the difference is not settled within thirty (30) instructional days from the time the grievor first had knowledge of the difference, then on or before a further five (5) instructional days the grievor shall submit the difference in writing to the Superintendent or designate and the Chairman of the Teacher Welfare Committee of the Aspen View Local ATA, who shall forward a copy to the Coordinator of Teacher Welfare of the Association. The written submission shall set out the article or articles of this collective agreement which are alleged to have been violated and the remedy being sought. If the difference is not settled within ten (10) instructional days of the written submission, the grievor may proceed to Step 3.
- 16.3.2 In the case of a difference between the Association and the School Division, either party may institute a grievance by, in the case of the Association, forwarding written particulars of the grievance to the Superintendent of Schools of the School Division and in the case of the School Division, by forwarding particulars of the grievance to the Coordinator of Teacher Welfare of the Association within 20 instructional days from the time the grievor first had knowledge of the difference. If the grievance is not resolved after 20 instructional days, the grievor may proceed to Step 3.

16.4 Step 3

- 16.4.1 If the decision in Step 2 does not resolve the grievance, then either party may, by written notice served on the other party, require the establishment of an arbitration board as herein provided. With respect to 16.3.1, such notice may be given within 10 days after the time limits in 16.3.1 or the date the School Division renders its decision, whichever is shorter. With respect to 16.3.2, within 10 days of the time limit in 16.3.2.
- 16.4.2 Each party shall appoint one member as its representative on the Arbitration Board within seven days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five days of the appointment of the second of them appoint a third person who shall be the chairman. In the event of any failure to appoint, any party may request the Director of Mediation Services to make the necessary appointment.
- 16.4.3 The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.

- 16.5 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 provision of this agreement or that involves the determination of a subject matter not covered by, or arising during the term of this agreement.
- 16.5.1 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 Board.
- 16.6 The Arbitration Board shall give its decision not later than 14 days after the appointment of the chairman, provided however that this time period may be extended by written consent of the parties.
- 16.7 Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the chairman.
- 16.8 All the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.
- 16.8.1 In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the Board) the grieving party fails to take the necessary actions within the time limits specified, the grievance shall be deemed to be at an end.
- 16.8.2 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

17. EMPLOYMENT

17.1 Transfers

17.1.1 Voluntary Transfers

17.1.1.1 The School Division will establish a procedure by which teachers may request transfer to another school. The procedure must be posted in each school in an appropriate location.

17.1.1.2 Teachers who desire a transfer to another school must file a written statement with the Superintendent prior to March 31st, annually. Such statement must include the subjects and/or grade levels desired and the school(s) to which the teacher seeks transfer.

17.1.2 Involuntary Transfers

17.1.2.1 Where the Superintendent initiates a teacher's transfer to another school, the School Division shall pay the reasonable moving expenses necessarily incurred as a result of such transfer provided that such transfer requires a change of residence.

17.2 Temporary/Probationary Teachers' Notice

17.2.1 A teacher who does not have a continuing contract shall be notified by the School Division thirty days prior to the end of the current school year as to whether or not the teacher will be offered another contract.

IN WITNESS WHEREOF the parties have executed this Agreement this ____ day of _____, 2020

**ON BEHALF OF THE ASPEN VIEW
SCHOOL DIVISION**

**ON BEHALF OF THE ALBERTA
TEACHERS' ASSOCIATION**

Coordinator, Teacher Welfare

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

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

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

- h) The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*
- i) The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process. If an oral decision is rendered, it will follow with a written summary including the decision and rationale.*
- j) All decisions of the arbitrator are final and binding.*
- k) The arbitrator retains jurisdiction with respect to any issues arising from their decision.*
- l) For the purposes of this process, the timelines shall reflect calendar days, excluding Saturdays and Sundays or General Holidays. Notwithstanding, the parties may extend timelines by mutual agreement and such request to extend timelines shall not be unreasonably denied. The arbitrator has the authority to extend timelines in consultation with the parties.*
- m) The parties shall bear the costs of their participation in this process. The parties shall equally share the costs of the fees and expenses of the arbitrator.*

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

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

New Letter of Understanding #5 – Wellness Spending Account (WSA)

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6 – Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

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

Letter of Understanding #9 – Inclement Weather

The School Division will work with the Teacher Welfare Committee to deliver a Joint Communique annually, no later than the end of September, regarding Inclement Weather.

Letter of Understanding #10 – Red Circling

The School Division will develop language for the Policy Committee of the Division, by January 1, 2018, with the guarantee that Red Circling provisions will be incorporated in either an existing policy or into a newly created policy.

Once the policy is completed the TWC will be provided a copy.

Letter of Understanding #11 –Conditions of Practice for Non-Traditional Classrooms

The School Division recognizes the uniqueness of each of its sites and that the Memorandum of Agreement from the Central Table applies to all teachers including those in non-traditional classrooms; therefore, the School Division will ensure that the conditions of practice as outlined in the Memorandum of Agreement will be consistent at each of the school sites.

Letter of Understanding #12 – Deferred Salary Leave

The School Division in consultation with Aspen View Teacher Local No.7 will create and Maintain an Administrative Procedure regarding Deferred Salary to be effective commencing School Year 2020 – 2021.

Letter of Understanding #13 – Professional Development Allocation

A Committee will be struck to investigate access to Professional Development and a report be presented to the Superintendent and Local President by March 1, 2020. The Committee will be comprised of four teacher representatives, two of which will have administrative designations and two (2) Division Office staff.

Letter of Understanding #14 – Teaching Staff Recruitment

The School Division will review the AP 410 regarding Teaching Staff Recruitment and where there is no language in the AP regarding above, the School Division will create language in the AP.

Letter of Understanding #15 – Job Sharing

The School Division will develop language in Administrative Procedures to deal with Job Sharing. Job Sharing should not be at any additional cost to the School Division.