

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

ELK ISLAND SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this ____ of _____ 20__ between the Elk Island 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Effective June 18, 2020, the whereas statement above is repealed and replaced by the following whereas statement:

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

Definitions

Critical Illness – Whose health has changed and whose life is at risk as a result of an illness or injury

School Division – The Elk Island School Division

Local – Elk Island Public Teachers Local No. 28 of the Alberta Teachers' Association

Salary – Unless otherwise specified, applicable salaries and allowances specified under article 3 and 4.

School Year – The period beginning on the first day of operation and ending on the day prior to the first day of operation in the following year

Substitute Teacher – Are teachers employed on a day to day basis and placed on a list of active substitute teachers.

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Effective June 18, 2020, clause 1.1 above is repealed and replaced by the following clause: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 Superintendent(s)
 - 1.2.3 Director of Human Resources
- 1.3 *Effective June 18, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
 - 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective June 18, 2020)*
 - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the school divisions and to bind the School Divisions in any agreement with respect to central terms.*
 - 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*

- 1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.*
- 1.6 *The School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective June 18, 2020, all provisions of this collective agreement shall be read to be gender neutral.*
- 1.11 Structural Provisions
- 1.11.1 **Teacher Board Consultation Committee**
- 1.11.1.1 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.
- 1.11.1.2 The purpose of the Teacher Board Consultation Committee will be to discuss matters related to teaching, learning conditions or other matters of interest or concern. Such matters for discussion may include educational policy changes, administrative procedures, changes to the conditions of professional service, and communicating the views of the respective parties. Matters related to current collective bargaining negotiations or active grievances will not be discussed by this committee.
- 1.11.1.3 The Teacher Board Consultation Committee shall consist of up to four (4) authorized representatives of the Association and up to four (4) authorized representatives of the School Division.

1.11.1.4 This committee shall meet once per semester and within twenty-five (25) operational days of a written request from either party to a maximum of three (3) meetings per year.

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 June 17, 2020)

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

2.8 Provision of Information (Effective June 18, 2020, the following clause repeals and replaces clause 2.8 above)

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by the School Division, the School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*
- 2.8.2. *The School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December:*

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

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 All teachers shall be paid by direct deposit. Teachers under contract shall be paid in accordance with the following schedule:

The School Division shall initiate the direct deposit of the teacher's designated banking institution one-twelfth (1/12) of the annual salary on the second last business day of each month.

Substitute teachers shall be paid on the second last business day of each month worked.

3.1.2 The School Division will be relieved of obligation in 3.1.1 in the event of circumstances beyond its control.

3.2 Grid

All salaries and allowances referred to herein are in respect of a school year unless otherwise specifically stated.

Years of Experience	Years of Education		
	4	5	6
0	\$59,099	\$62,569	\$66,483
1	\$62,546	\$66,015	\$69,929
2	\$65,980	\$69,472	\$73,380
3	\$69,447	\$72,901	\$76,826
4	\$72,883	\$76,361	\$80,287
5	\$76,342	\$79,812	\$83,726
6	\$79,792	\$83,260	\$87,173
7	\$83,240	\$86,698	\$90,604

Years of Experience	Years of Education		
	4	5	6
8	\$86,677	\$90,157	\$94,070
9	\$90,087	\$93,566	\$97,469
10	\$94,012	\$97,469	\$101,396

3.3 Education (effective until August 31, 2019)

3.3.1 *The evaluation of teacher education for salary purposes shall be according to the policies and principles established by the Teacher Salary Qualifications Board (TSQB) established by the Memorandum of Agreement among the Department of Education, The Association and The Alberta School Trustees' Association dated March 23, 1967 and as amended from time to time.*

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 *Until August 31, 2017, teachers who have not taught within the preceding ten (10) years of date of commencing employment shall be allowed one (1) increment on the salary grid for every two (2) full years of experience earned in a position requiring a valid teaching certificate to a maximum of six (6) increments.*

- 3.4.6 *Until August 31, 2017, notwithstanding Clause 3.4.5, a teacher who has successfully completed upgrading courses acceptable to the School Division and the Superintendent of Schools, within two (2) years preceding hiring, may apply for reinstatement of lost increments on the basis of one (1) increment per one (1) approved course to a maximum of all previous experience, as allowed on the grid.*
- 3.4.7 *A teacher, newly employed by the School Division, shall establish their entitlement to salary and additional allowances as provided by Clauses 3.2.1, 3.3.1 and 3.5 by supplying the Associate Superintendent (Human Resources) with proof, or proof of application, for the following documents (“the proper documentation”), as applicable, within the first three (3) months of employment:*
- a) *A statement of qualifications from the Teacher Qualification Service or any other service authorized by the Teacher Salary Qualifications Board.*
 - b) *A statement regarding length of teaching experience from previous employers or a statutory declaration from the teacher.*
 - c) *Evidence, through provision of the original journeyman’s certificate which is then photocopied by the School Division and returned to the teacher, of a valid journeyman certificate under Clause 3.5.1 of this agreement.*
 - d) *Written proof, from the teacher’s previous third party employers, specifying the length of industrial trade experience, as defined in Clause 3.5.2, such experience to have been served while holding a valid journeyman certificate for the area in which the teacher will be teaching or, in the case of self-employment, of filed tax returns which confirm work in the area for which the teacher holds a valid journeyman certificate and will be teaching.*
- 3.4.7.1 *A teacher who supplies the proper documentation as per Clause 3.4.7 within three (3) months of their commencement of employment, shall be provided with any applicable adjustments in salary and allowances retroactive to their date of commencement of employment.*
- 3.4.7.2 *A teacher who submits proper documentation as per Clause 3.4.7, after three (3) months of their commencement of employment, shall have any*

applicable adjustments in salary and allowances take effect from the first of the month next following the month of submission.

- 3.4.7.3 *A teacher who is newly hired by the School Division shall be paid a minimum of four (4) years of teacher education and zero (0) years of experience prior to the submission of proper documentation as per Clause 3.4.7.*
- 3.4.7.4 *Notwithstanding Clause 3.4.7.3, a teacher who has less than four (4) years of teacher education will be paid at four (4) years of teacher education and zero (0) years of experience.*
- 3.4.8 *A teacher holding a letter of authority shall not, until the submission of proof of holding a permanent Alberta Teaching Certificate, receive increments for more than three (3) years of teaching experience, provided always that no teacher holding a letter of authority and currently on staff shall receive less salary than they received under the immediately preceding agreement.*
- 3.4.9 *For the purpose of filling a specialized teaching position and/or a specialized supervisory position, the Superintendent may, at their discretion in the interests of the educational system, from time to time engage a teacher at a salary step higher than provided by the salary scale in the terms of this agreement for their experience, although not higher than the maximum provided for a teacher of their teacher education as evaluated under Clause 3.3 and 3.4.7 (a). In such case the Superintendent or designate shall, without delay, notify the Chair of the Teacher Welfare Committee of the Elk Island School Division's bargaining unit.*
- 3.4.10 *A teacher shall, for the purposes of placement on the salary grid, be deemed to have earned an additional year of teaching experience upon a teacher having rendered active service with the School Division for not less than the equivalent of one hundred and thirty (130) days of active service.*
- 3.4.11 *Effective until August 31, 2017, the additional teaching experience earned hereunder shall not be credited to a teacher until the commencement of the next school year or the first day of February in that school year, whichever date occurs first, after a teacher is deemed to have earned an additional year of teaching experience. In the event that a teacher has rendered more than one hundred and thirty (130) days of active service since being credited with their last increment, a teacher shall not be entitled to apply any days of active service in excess of one hundred and thirty (130)*

days to the earning of an additional increment. A teacher who meets the experience eligibility requirements shall be entitled to only one (1) experience increment per school year.

3.4.12 *A teacher requesting that the School Division recognize experience earned with a previous board shall provide to the School Division written confirmation from the previous board certifying that:*

- a) The experience was earned while the teacher was in possession of a valid teaching certificate, and*
- b) The position held while earning the experience was one that required a valid teaching certificate.*

This written confirmation shall be signed by the designated officer of the previous school division or institution. The written confirmation shall establish the teacher's placement on the salary grid and shall certify the experience which would have been recognized by the previous school division had the teacher remained in active duty with that school division.

3.4.13 *At the discretion of the School Division, teaching experience earned with a previous school division which has not been recognized by the previous school division may be recognized by the School Division as partial fulfillment of the number of days of active service required to be rendered by a teacher with the School Division in earning an additional year of teaching experience.*

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 school 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 employer.*
- 3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous School Division.*
- 3.4.10 *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*
- 3.4.11 *Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

3.5 Career and Technology Studies:

- 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 their area of trade certification as a journeyman.*
- 3.5.2 *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 (1) year of full-time industrial trade experience shall be time equivalent to two thousand (2000) hours worked per year as a journeyman.*
- 3.5.3 *Experience will be paid for the last five (5) years of industrial trade experience plus one-third (1/3) of all remaining years of industrial trade experience, as defined above, provided that such industrial trade experience was earned while working full time.*
- 3.5.3.1 *Industrial trade experience for partial years of industrial trade experience shall not be recognized for the purposes of this clause.*
- 3.5.3.2 *However, in the event that the total amount of industrial trade experience available for recognition, under this clause, leaves a remainder of greater than six (6) months of industrial trade experience, but less than twelve (12) months of industrial trade experience, such industrial trade experience shall be recognized to place the teacher on the next step of the grid, provided that the maximum*

number of years of experience on the grid has not been reached.

3.5.4 *Industrial trade experience will only be recognized if the teacher must hold journeyman certification, as a condition of employment by the School Division, and if*

3.5.4.1 *the teacher instructs in their area of trade certification as a journeyman, on at least a (0.5) full-time equivalent basis, and*

3.5.4.2 *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*

3.5.4.3 *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.*

3.6 Other Rates of Pay

3.6.1 A teacher who agrees to render service during the vacation periods, at the written request of the superintendent, shall be paid 1/200th of their total annual grid salary for each day of work, but for advertised projects may accept the established rate of pay.

3.6.2 Continuing Education

3.6.2.1 *A teacher employed on an hourly basis to provide instruction in credit courses and other courses described in the Program of Studies offered through the School Division's Continuing Education Program shall be paid at an hourly rate of \$57.14 per hour inclusive of general holiday pay.*

3.6.2.2 *The remaining terms and conditions of the collective agreement, except Clause 16, Local Grievance Procedure, shall not be applicable to a teacher employed solely on an hourly basis to provide instruction in credit courses and other courses described in the Program of Studies, except in those circumstances where the teacher otherwise provides teaching services to the School Division through a contract of employment on other than an hourly basis.*

3.6.2.3 *The numbers of hours of service to be provided by a teacher on an hourly basis shall be as agreed to in writing between the teacher and the School Division prior to commencement of the course, with the School Division maintaining sole discretion to determine the number of required hours of service for each particular course.*

3.6.2.4 *Teachers employed on an hourly basis to provide instruction in credit courses and other courses described in the Program of Studies shall be paid by direct deposit on the second last business day of each month.*

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Administration Allowances: *Additional allowance for administration and supervision shall be paid in accordance with the following clauses:*

4.1.1 *To certificated persons designated as Principal or Assistant Principal, the following allowances shall be paid:*

4.1.1.1 *A Principal of a school will be paid the following annual allowances:*

Enrolment	Principal
0 – 499	\$27,725
500 – 649	\$29,156
650 – 899	\$32,018
900 – 999	\$34,881
1,000 – 1,199	\$36,311
1,200 plus	\$37,742

4.1.1.2 *The Principal of Next Step/Outreach/Home Education Programming, will be paid an annual allowance based upon an enrolment of 1,000-1,199 students.*

4.1.1.3 *To an Assistant Principal, sixty percent of the Principal’s allowance:*

Enrolment	Assistant Principal
0 – 499	\$16,635
500 – 649	\$17,494
650 – 899	\$19,211
900 – 999	\$20,929
1,000 – 1,199	\$21,787
1,200 plus	\$22,645

- 4.1.2 *The School Division shall pay to each certificated teacher appointed by the School Division to the following listed positions, the allowance respectively set forth opposite each such position, namely:*
- 4.1.2.1 *Director: 100 percent of maximum Principal's allowance*
 - 4.1.2.2 *Assistant Director: 85 percent of maximum Principal's allowance*
 - 4.1.2.3 *Supervisor: 60 percent of maximum Principal's allowance*
 - 4.1.2.4 *Consultant: 45 percent of maximum Principal's allowance*
- 4.1.3 *Any person appointed to the positions set out in Clause 4.1.2 working less than full-time in this position shall receive an allowance prorated in accordance with the time allotted by the Superintendent of Schools.*
- 4.1.4 *To all registered psychologists designated as the school counsellor and providing assessment and diagnoses for the purpose of identifying students with mild-moderate and severe disabilities, thirty percent of the minimum principal's allowance. If the assigned counselling time is less than full-time, the allowance payable to the registered psychologist shall be pro-rated by multiplying it by the full-time equivalent of counselling time. A registered psychologist may be paid a pro-rated counselling allowance for each school at which he or she is the designated school counsellor and is providing assessment and diagnoses for the purpose of identifying students with mild-moderate and severe disabilities.*
- 4.1.5 *An additional allowance shall be paid according to the following schedule provided that such allowance shall be inclusive of any other allowance in respect of administration.*
- 4.1.5.1 *In this clause, for senior high schools, a course is defined as five (5) or three (3) credit course.*

An allowance to a maximum of \$7,521 shall be paid to designated inschool coordinators of instruction who may be appointed upon the request of the principal to the Associate Superintendent (Human Resources).

This allowance shall be calculated as follows:

\$170 for each course (not class), plus \$146 per teacher, excluding the co-ordinator, teaching at least one (1) full course in the subject field, with a minimum of \$2,444.

- 4.1.6 To all teachers teaching at more than one (1) school, where the buildings are separated by at least one (1.0) kilometer, and where the schools are not located on the same campus, an annual expense allowance shall be \$1,500 (not subject to grid percentage increase).

To all teachers teaching at more than one (1) school located on the same campus, an annual allowance of \$600 shall be paid.

4.2 Red Circling

- 4.2.1 Salary of a principal or assistant principal, shall upon termination of the designation by the School Division or the superintendent, and acceptance of another position within the agreement, remain the same for a period of two years, or until the salary of the new position exceeds the amount of the retained salary, whichever occurs first.

4.2.1.1 The red-circling period will not extend the amount of time the person has been in the administrative position if less than two years.

4.2.1.2 Red-circling will not occur should an administrator choose to move to a position with less or no allowance.

4.3 Acting/Surrogate Administrators – Compensation

- 4.3.1 After more than three (3) consecutive days' absence of a Principal or Assistant Principal the teacher appointed to act in their place shall be paid retroactive to and including the first day an allowance equivalent to that of the administrator being replaced for the further duration of such absence or until a regular appointment is made.

- 4.3.2 Schools without an Assistant Principal position shall pay the teacher in charge sixty percent of the Principal's allowance when the Principal is absent for one (1) day or more.

4.4 Teachers with Principal Designations (Effective until June 17, 2020)

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

- 4.4.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the School Division must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.4.3 *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the School Division must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

4.4 Teachers with Principal Designations (Effective June 18, 2020, the following repeals and replaces clause 4.4 above)

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

4.5 Other Administrator Conditions

- 4.5.1 *Minimum administrative appointments shall be as follows:*
- 4.5.1.1 *Assistant Principal at ten (10) teachers;*
- 4.5.1.2 *Additional Assistant Principals shall be appointed upon the request of the Principal where, in consultation with the Superintendent and School Division, the Superintendent and School Division deem it necessary.*
- 4.5.2 *A teacher appointed in-school to more than one position eligible for an allowance, shall only receive the higher allowance.*

- 4.5.3 Directors and Assistant Directors shall work a twelve-month year and shall be entitled to an annual vacation of thirty (30) working days exclusive of statutory holidays. The dates of the annual vacation shall be as mutually agreed between the Superintendent and the Director and the Assistant Directors. When a teacher employed as a Director or Assistant Director leaves the employ of the School Division, any unused vacation will be paid out based on the teacher's salary and allowance.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

- 5.1.1 *Effective until April 30, 2019, the payment of day-to-day substitute teachers shall be \$211.00 per day inclusive of vacation pay.*

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.

- 5.1.2 Payment to substitute teachers for a half-day assignment shall be \$116.00 inclusive of vacation pay.
- 5.1.3 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

5.2 Commencement of Grid Rate

- 5.2.1 *Long term (four (4) days or more consecutive days of instruction) substitutes in Elk Island School Division shall be paid 1/200 of their grid salary beginning on the third day providing the assignment is for four (4) days or longer for the same teacher.*
- 5.2.2 *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3 Other Substitute Teacher Conditions

- 5.3.1 *Substitute Teacher Injury on the Job*
- 5.3.1.1 *If a substitute teacher is unable to work as a result of an injury incurred at the workplace, the School Division shall*

pay the teacher the per diem rate specified in clauses 5.1.1-5.1.3 for a maximum of 20 consecutive teaching days immediately following the injury, provided that the inability to work is verified by a physician chosen or approved by the School Division. It is understood that any related medical expenses incurred by a substitute teacher in accessing the verification by a physician of the School Division's choosing will be paid for by the School Division.

5.3.2 Other Substitute Teacher Conditions

5.3.2.1 The substitute teacher should not be assigned bus/playground supervision prior to morning classes on the first day of their assignment.

6. PART TIME TEACHERS

6.1 *FTE Definition: Part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*

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

6.2 **Part-time Teachers Salaries**

6.2.1 *Provisions of this agreement in respect of salary as per Clause 3.2.2 shall be applicable to part-time teachers on a prorated basis, who shall receive only that portion of salary that the period of actual service in the year bears to a year of full-time service.*

6.3 **Other Part-time Teacher Conditions**

6.3.1 The maximum part-time teaching assignment shall be 0.95 FTE. Any assignment above 0.95 FTE shall be considered a full time 1.00 FTE assignment.

7. GROUP BENEFITS

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

7.1.1 *Coverage for plans provided in this Clause shall be through the Alberta School Employee Benefit Plan, where applicable, or any*

other plan which is mutually agreed by both the School Division and the Association. The School Division shall contribute ninety-six percent (96 %) of the total required benefit premiums for group insurance programs in which the teachers participate, including Alberta Health Care premiums for those teachers enrolled. Effective September 1, 2019, the School Division shall contribute one hundred percent (100%) of the total required benefit premiums. The School Division shall arrange cost sharing of premiums in Clauses 7.1 and 7.2 in such a fashion as to minimize taxable benefits to teachers.

- 7.1.2 *It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the Alberta School Employee Benefit Plan will not be entitled to receive cumulative sick pay benefits during the period of eligibility.*
- 7.1.3 *Effective until August 31, 2019, in accordance with the provisions in Clause 7.1.1, the School Division shall contribute toward the premium cost of each participating teacher for the following Alberta School Employee Benefit Plans:*
- *Extended Health Care Plan 1*
 - *Dental Care Plan 3C*
 - *Vision Care Plan 2*
- 7.1.4 *Effective September 1, 2019, the School Division shall contribute toward the premium cost of each participating teacher for the following Alberta School Employee Benefit Plans*
- *Extended Health Care Plan 1*
 - *Dental Care Plan 3*
 - *Vision Care Plan 3*
 - *Extended Disability Benefits Plan D*
 - *Life Insurance Plan 2*
 - *Accidental Death and Dismemberment Plan 2*
- 7.1.5 *The School Division shall deduct from the monthly salary of each teacher an amount equal to the teacher's share of total required premiums for group insurance plans in which the teacher participates and shall remit payments for premiums to the appropriate companies.*
- 7.1.6 *All contributions by the School Division towards the cost of the insurance programs included in Clause 7.1.1 shall be maintained only during the two (2) years from the date a teacher is in receipt of extended disability benefits. During this two (2) year period,*

teachers are required to provide their share of the payment to the School Division through automatic direct debit.

- 7.1.7 *Teachers on School Division approved leaves in excess of thirty (30) calendar days may apply to continue their participation in the group insurance plans. Such participation shall be on the basis of the teacher paying the total premium costs involved and subject to any eligibility restrictions in the plans which may exist. Teachers approved to extend their benefit coverage while on such leaves of absence shall arrange payment of benefits by automatic direct debit.*

7.2 Group Benefits Eligibility

- 7.2.1 *In accordance with the provisions in Clause 7.1.1, the School Division shall contribute toward the premium cost of each participating teacher for Alberta School Employee Benefit Plan (Life, Accidental Death and Dismemberment Schedule 2A and Extended Disability Plan D1). All teachers shall be members of these plans as a condition of employment.*

- 7.2.1.1 *Notwithstanding Clause 7.2.1, where a teacher is in receipt of a pension under the Alberta Teachers Retirement Fund and participates in the Alberta School Employee Benefit Early Retiree package of group insurance, the teacher shall elect whether to participate in the School Division's package of group insurance plans or to remain in the Alberta School Employee Benefit Plan's package of group insurance plans.*

7.3 Health Spending Account

- 7.3.1 *This clause expires August 31, 2020. The School Division will establish, through a carrier of the School Division's choice, for each eligible teacher, a Health Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) requirements. Eligible teachers shall be on a continuing or probationary contract, or a temporary contract of at least five (5) months duration. The School Division will contribute annually \$750.00 per eligible teacher. The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.*
- 7.3.2 *Effective September 1, 2020, the School Division will establish, through a carrier of the School Division's choice, for each eligible teacher, a combined Health Spending Account-Wellness Spending Account (HSA/WSA) that adheres to Canada Revenue Agency*

(CRA) requirements. Eligible teachers shall be on a continuing or probationary contract, or a temporary contract of at least five (5) months duration. The School Division will contribute annually \$750.00 per eligible teacher. The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the School Division will forfeit any remaining balance.

8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

8.1.1 *Teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*

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

8.2 Assignable Time Definition

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

a) operational days (including teachers' convention)

b) instruction

c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks

d) parent teacher interviews and meetings

e) School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3

f) staff meetings

g) time assigned before and at the end of the school day

h) other activities that are specified by the School Division to occur at a particular time and place within a reasonable 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 *In each school the Principal shall allocate instructional time and other duties of teachers, in consultation with staff.*

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

8.3.2.1 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the School Division.*

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

8.3.2.3 *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

8.4 Extracurricular

8.4.1 The parties agree that extracurricular activities are valuable for students and recognize the importance of the contribution teachers provide to these activities. Teacher participation in extracurricular activities is voluntary.

8.5 School Calendar

8.5.1 *Teachers will not be required to render service for more than two hundred (200) days commencing the opening day of school in each school year exclusive of vacation periods, weekends and holidays.*

8.5.2 Notwithstanding the preceding clause, administrators shall be responsible to organize their schools in order that the same are ready and able to operate.

9. PROFESSIONAL DEVELOPMENT

9.1 *Teacher Professional Growth Plan*

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

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

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

9.2 Professional Development Fund

9.2.1 The School Division will pay \$218,000 on the first operational day of each year into a professional development fund of the Association. Funds will be administered by the local Association with a detailed reconciliation of the fund, referencing specific courses/conferences including number of attendees and aggregate totals for air travel, car rental, mileage, parking, accommodation, subsistence, conference registration costs and substitute teacher costs submitted to the Superintendent or designate by January 31 and June 30. Any monies that remain in the fund at the end of the school year will be carried forward to the next school year.

9.2.2 Elk Island Local 28 will provide the School Division a copy of PD Funds Committee frame of reference. When amendments are

made, an amended copy of the frame of reference will be provided to the school division.

9.3 Professional Development Leave

9.3.1 Teachers with three (3) or more years of service with the School Division may be granted leave of absence for a period of one (1) year to advance the academic or professional competence of the teacher.

9.3.2 A teacher eligible for leave of absence for the purpose of study shall receive:

a) seventy percent (70%) of salary plus continuation of School Division contribution to benefits, or

b) minimum salary on grid per category of teacher education plus continuation of School Division contribution to benefits, whichever is the greater of (a) or (b).

The allowance payable shall be made in equal monthly installments on or before the second last business day of each month.

9.3.2.1 The School Division favours the principle of granting three (3) leaves per year.

9.3.3 Professional development leave, as in 9.3.1 and 9.3.2, shall be granted at the sole discretion of the School Division. Other professional development leaves, without pay, may be granted at the discretion of the School Division.

9.3.4 A teacher who is granted leave under Clause 9.3.1 shall, as a condition, give an undertaking to serve the School Division in some educational capacity for a period of two (2) years following return from such leave, or if the leave is less than one (1) year, a period of up to twenty-four (24) months determined by multiplying each month of leave by two (2).

10. SICK LEAVE / Medical Certificates and Reporting

10.1 *In the first year of service with the School Division a teacher shall be entitled to sick leave to a total of twenty (20) teaching days, three (3) of which may be used to care for the teacher's sick child, parent or spouse.*

10.2 *During the second and subsequent years of service, annual sick leave for ninety (90) calendar days with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability. Five (5) of these days, which fall on school days within*

a school year, may be used to care for the teacher's sick child, parent or spouse.

- 10.3 *A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to their full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days. Prior to such return, the teacher may be required to provide at the request of the Superintendent, a medical certificate from a physician designated by the School Division stating that the teacher is medically able to resume service.*

A teacher on disability leave who returns to work for less than six (6) months and goes back on sick leave for the same illness will reapply for Extended Disability Benefits, as administered by ASEBP.

- 10.4 *Before any payment is made under the foregoing regulations, the teacher shall provide:*

- a) Where the absence is for a period of four (4) days or less, a declaration, on a form to be provided by the School Division.*
- b) Where the absence is for a period of more than four (4) days, a certificate signed by a qualified medical or dental practitioner. This certificate shall be submitted within fifteen (15) calendar days. If the absence occurs after June 15, the certificate shall be submitted by June 30. Non-compliance shall result in loss of salary for the days absent in excess of the initial three (3) days.*
- c) Where a teacher has been absent for ten (10) or more teaching days and prior to return to work, a medical statement, if requested by the Superintendent, that the teacher is fit to return to work or a statement of the restrictions to be accommodated.*
- d) Where the absence extends for a period of one (1) month or greater, a further medical certificate, if requested by the School Division, every thirty (30) days for the duration of the absence.*
- e) When the School Division requires a teacher to attend to a medical examination provided by a qualified medical or dental practitioner designated by the School Division, all reasonable out-of-pocket expenses incurred by the teacher will be reimbursed by the School Division.*
- f) Costs of medical certificates, if requested by the School Division after thirty (30) days of absence, will be paid for by the School Division.*

- 10.4.1 *In the event there is an epidemic or public health issue, the School Division may waive the requirement to provide a medical certificate*

as per clause 10.4(b). Notification will be provided to the Association if this occurs.

- 10.5 *Where the School Division requires further medical information under an independent medical examination (IME) or a more extensive medical certificate to be filled out, the teacher and the Coordinator of Teacher Welfare for the Association shall be notified.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

11.1.1 *Teachers are entitled to maternity and parental leave.*

11.1.2 *The maternity leave will begin at the discretion of the teacher. The teacher shall, when possible, notify the School Division, in writing, of her leave requirements six (6) weeks in advance of the first day of the leave. The notification shall include the following information:*

- a) A medical certificate certifying pregnancy and expected date of delivery; and*
- c) The start date of the leave.*

The commencement of such leave of absence shall be no later than the date of birth.

11.1.3 *Combined maternity/parental leaves shall be up to twelve (12) months. At the request of the teacher, the leave may be extended for personal reasons for up to an additional twelve (12) months at the discretion of the School Division.*

11.1.4 *The teacher shall provide the School Division no less than four (4) weeks' notice, in writing, of the intended return date. Consideration shall be given to reporting periods and the natural breaks in the school year. The School Division may require the teacher to provide a medical certificate before returning to active service (as in Clause 10.3).*

11.1.5 *When a maternity leave is terminated on or before the eighteen (18) weeks or when a combined maternity/parental leave concludes within a school year, the teacher shall return to her former school or location. Leaves that are longer than eighteen (18) weeks and that span more than one (1) school year shall be granted from the system and not from a specific school or location. Consideration should be given to the continuity of the students' educational program and the natural breaks in the school year in the*

establishment of the return date. The School Division shall reinstate the teacher into the same position or work of a comparable nature.

11.1.6 *A teacher unable to perform her duties for reasons associated with her pregnancy prior to ten (10) weeks before the expected date of delivery shall access medical leave until such time as she is eligible for extended disability benefit.*

11.1.7 *Supplemental Unemployment Benefit Plan*

11.1.7.1 *The School Division shall implement a supplementary unemployment benefit (SUB) plan, which shall be accessed by the teacher, during the post-delivery period, which shall provide a teacher on maternity leave with one-hundred percent (100%) of her normal weekly earnings during the eight (8) weeks following the date of delivery.*

11.1.7.2 *To the extent that the teacher has sick leave days available, the SUB plan will be paid for up to thirteen (13) weeks following the date of delivery provided the teacher qualifies for employment insurance benefits. After ninety (90) consecutive calendar days of disability, the teacher shall apply for long-term disability benefits and the SUB plan payments shall cease.*

11.1.7.3 *For the duration of the eighteen (18) week maternity leave, the School Division shall continue to pay the School Division's portion of the teacher's benefit plan premiums specified in Clause 7.1.1.*

11.1.7.4 *This is not intended to prejudice the teacher's rights to access benefits under this collective agreement which may be available prior to the delivery date.*

11.1.8 *For the purposes of adoption, leave of absence shall be given without salary or benefits for a period of not more than thirty-seven (37) weeks.*

11.1.9 *Extensions for adoption leave are granted for up to twelve (12) months. Leave in excess of eighteen (18) weeks shall be deemed to be leave for personal reasons as described in Clause 14.3. When an adoptive leave is terminated on or before the eighteen (18) weeks or when the extended personal leave concludes within a school year, the teacher shall return to the former school or location. Leaves that are longer than eighteen (18) weeks and that span more than one (1) school year shall be granted from the system and not from a specific school or location. Consideration*

should be given to the continuity of the students' educational program and the natural breaks in the school year in the establishment of the return date. The School Division shall reinstate the teacher to the same position or work of a comparable nature.

- 11.1.10 *For adoption and parental leaves, the teacher shall provide the School Division no less than four (4) weeks' notice, in writing of the intended return date. Consideration shall be given to reporting periods and natural breaks in the school year.*
- 11.1.11 *The School Division's maternity/parental provisions will always meet the standards established by federal legislation and/or regulations.*
- 11.1.12 *Parental leave will be for a period up to thirty-seven (37) weeks. It may be accessed by either or both parents.*
- 11.1.13 *The School Division shall not terminate the employment of or lay off a teacher who:*
 - a) *has commenced maternity leave; or*
 - b) *is entitled to or has commenced parental 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

- 11.3.1A *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of eight (8) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2A *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3A *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*

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

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

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

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

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

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

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

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

- 12.1 Leave for teachers shall be granted by the Superintendent for not more than three (3) days per school year for private business which could not otherwise be conducted outside of regular school hours. *The first two (2) days of such leave shall be at full salary and benefits and the third day will be at full salary and benefits less the cost of a substitute. The cost of a substitute will be charged only if a substitute is required. Designated summer calendar break will not be extended except at the discretion of the School Division.*
- 12.2 One (1) Private Business day, at full salary and benefits, not used in a year may be carried forward and used in the next year less the cost of a substitute, if a substitute is required.

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.*
- 13.3.1 *A teacher elected to the role of Local President shall, in consultation with the school principal, access leave by 1/2 day, full day, or alternate arrangements to a maximum of 0.5 FTE, in order to perform the duties of the office.*
- The Local shall reimburse the School Division for all such release time including salary and benefits.*

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

14. OTHER LEAVES

14.1 Compassionate Leave:

- 14.1.1 *Leave necessitated by the critical illness or death of a spouse or child shall be granted with full salary as follows:*
- 14.1.1.1 *Up to and including five (5) school days for critical illness.*
- In the event of a dispute concerning the interpretation, and/or application of 'critical illness' the judgment of the attending physician shall be held as final. Such certificate shall be presented within thirty 30 days of notification of dispute.*
- 14.1.1.2 *Leave granted under Clause 14.1.1.1 will terminate in the event of death of the spouse or child and the teacher will then be eligible for leave under Clause 14.1.1.3.*
- 14.1.1.3 *Up to and including ten 10 school days for death.*
- 14.1.1.4 *The days of absence referred to in Clauses 14.1.1.1 and 14.1.1.3 must be taken during the time of the actual occurrence of the critical illness or death unless approved otherwise by the Superintendent.*
- 14.1.2 *Leave necessitated by the critical illness or death of a parent, brother, sister, parent of a spouse, son-in-law, daughter-in-law, grandchild, or relative who is a member of the teacher's household shall be granted with full salary as follows:*
- 14.1.2.1 *Up to and including five (5) school days for critical illness.*
- In the event of a dispute concerning the interpretation, and/or application of 'critical illness' the judgment of the attending physician shall be held as final. Such certificate shall be presented within thirty (30) days of notification of dispute.*

- 14.1.2.2 *Leave granted under Clause 14.1.2.1 will terminate in the event of death of the relative, and the teacher will then be eligible for leave under Clause 14.1.2.3.*
- 14.1.2.3 *Up to and including five (5) school days for death.*
- 14.1.2.4 *The days of absence referred to in Clauses 14.1.2.1 and 14.1.2.3 must be taken during the time of the actual occurrence of the critical illness or death unless approved otherwise by the Superintendent.*
- 14.1.2.5 *Additional compassionate leave of absence, with full salary or with full salary less the cost of a substitute, due to unusual circumstances may be granted at the sole discretion of the School Division, or its delegates, upon application by the teacher.*
- 14.1.3 *Temporary leave of absence for one (1) full day with full salary shall be granted to attend the funeral of a grandparent, brother-in-law or sister-in-law if the funeral is on a school day.*
- 14.1.4 *Where travel is necessary, the normal commercial travelling time will be added to the leave.*
- 14.1.5 *A teacher serving as a pallbearer, eulogist, unpaid soloist or unpaid accompanist shall be granted leave with full salary for up to one (1) day once per school year.*

14.2 Leave for Child's Arrival

- 14.2.1 A teacher is entitled to temporary leave of absence with full salary for not more than four (4) operational days for the birth or adoption of a child.

14.3 Other Leaves of Absence

- 14.3.1 Reasonable requests for leave of absence *will be granted for:*
 - 14.3.1.1 professional activities
 - 14.3.1.2 community activities
 - 14.3.1.3 personal reasons
 - 14.3.1.4 other reasons
- 14.3.2 Leave of absence granted above will be at one of:

- 14.3.2.1 full salary and benefits
- 14.3.2.2 full salary and benefits less the cost of a substitute
- 14.3.2.3 full salary and benefits subject to recovery from a third party
- 14.3.2.4 without salary, with benefits
- 14.3.2.5 without salary and without benefits
- 14.3.3 Application to the School Division or its delegates, for leave with pay shall be made prior to the leave being granted in all cases excepting emergency where such applications may be made within thirty (30) days subsequent to the leave. Designated school calendar breaks (spring, summer, fall and Christmas) will not be extended except at the discretion of the School Division.
- 14.3.4 Leave for personal reasons under 14.3.1.3 shall be leave without salary and if greater than thirty (30) calendar days, without benefits.

15. CENTRAL GRIEVANCE PROCEDURE

- 15.1 *Effective until April 30, 2019, this procedure applies to differences:*
 - a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
 - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
 - c) *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this collective agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this collective agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work.*
- 15.5 *If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.*

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

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

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

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

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

15.15 The award of the Arbitration Board is binding on:

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

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

Effective May 1, 2019, the following clauses shall repeal and replace clauses 15.1 to 15.16 above.

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

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

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

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

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

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

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

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

15.17 The award of the Arbitration Board is binding on:

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

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

16.1.1 STEP A: Such a difference (hereinafter called "a grievance") shall first be submitted in writing to the Superintendent and to the Local Teacher Welfare Committee (TWC) of the Association as the case

may be. Such written submission shall be made within thirty (30) days from the date of the incident giving rise to the grievance or from the date the grievor first has knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the clauses of this Collective Agreement, which it is alleged have been violated, and the remedy sought.

- 16.1.2 Both the employee and the School Division, or their representatives, shall meet to resolve the dispute within twenty (20) days of the receipt of the grievance notice.
- 16.1.3 In the event that the grievance concerns matters of salary, the School Division agrees to provide relevant payroll records if requested by the grievor or their representative.
- 16.1.4 The School Division shall provide a written response to the grievance within fifteen (15) days of the meeting as per Clause 16.1.2.
- 16.2 STEP B: If the response at Step A of the grievance procedure fails to resolve the grievance, then either party may, by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided. Such notice must be given within ten (10) days after deadline for a response at Step A of the grievance procedure or the date the response at Step A is provided, whichever is shorter.
- 16.3 Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) days of such notice, and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint a chairman, either party may request the Director as defined in the Labour Relations Code to make the necessary appointment.
 - 16.3.1 The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 16.4 The arbitration board shall not change, amend or alter any of the terms of this Collective Agreement. All grievances or differences submitted shall present an arbitrable issue under this Collective Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Collective Agreement or that involves the determination of a subject matter not covered by, or arising during the term of this Collective Agreement.
- 16.5 The finding and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected

by it. If there is not a majority, the decision of the chairman governs, and it shall be deemed to be the award of the arbitration board.

16.5.1 The arbitration board shall give its decision not later than fourteen (14) days after the appointment of the chairman provided, however, that this time period may be extended by written consent of the parties.

16.6 Each party to the grievance shall bear the expense of its respective appointee, and the two parties shall bear equally the expenses of the chairman.

16.7 All of the aforesaid time limits referred to in the grievance procedures shall be exclusive of Saturdays, Sundays, statutory holidays and school holidays excepting school holidays in July and August if required to complete a grievance already started. With the consent of all parties involved, a grievance procedure may be delayed until after the summer break.

16.8 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 actions specified, and within the time limits specified, the grievance shall be deemed to be at an end.

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

Dated this ____ day of _____, 20__.

ALBERTA TEACHERS' ASSOCIATION
ELK ISLAND LOCAL NO 28

ELK ISLAND SCHOOL DIVISION

Chair, Negotiating Committee

Chair, Negotiating Committee

President, Elk Island Local No 28

Chair, Board of Trustees

Coordinator, Teacher Welfare

Superintendent of Schools

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

- a) The parties shall first raise the difference at a meeting of the Association and TEBA Transition Committee prior to initiating this process.
- b) The difference shall be referred to one of the following arbitrators:
 - i. Mark Asbell
 - ii. David Jones
 - iii. Lyle KaneeWhere 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 Intent #1 Administrator Allowance Structure

A letter of intent to establish a committee of central office and administrators (appointed by the TWC) to study the effectiveness of the Administrator Allowance Structure.

Administrator representation shall consist of:

- Elementary administrator
- Junior high administrator
- Senior high administrator
- Rural principal