

COLLECTIVE AGREEMENT

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

BETWEEN

THE HIGH PRAIRIE SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this ___ of _____, 20__ between The High Prairie School Division (School Division) and the Alberta Teachers' Association (Association).

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

Effective January 20, 2021, the whereas statement above is repealed and replaced by the following whereas statement:

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree as follows:

1. APPLICATION/SCOPE

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

Effective January 20, 2021, clause 1.1 above is repealed and replaced by the following clause: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:
- a) Superintendent
 - b) Deputy Superintendent

- c) Assistant Superintendents
 - d) Up to 3 Supervisors who must be based in central office and not performing classroom instruction.
- 1.3 *Effective January 20, 2021, 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 January 20, 2021)*
- 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Divisions in any agreement with respect to central terms.*
 - 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
 - 1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms*
- 1.6 *Except as may be abridged by the terms hereof, the management of the school system and the staff is reserved and vested in the School Division, with no implied obligation intended.*

Effective January 20, 2021, clause 1.6 above is repealed and replaced by the following clause:

- 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 January 20, 2021, all provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2 List Bargaining

2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*

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

2.3 Central Matters Bargaining

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

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

2.4 Local Bargaining

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

2.5 Bridging

- 2.5.1 *Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until*
- a) *a new collective agreement is concluded, or*
 - b) *a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*
- 2.5.2 *If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.*

2.6 Meet and Exchange

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

2.7 Opening with Mutual Agreement

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

2.8 Provision of Information (Effective until January 19, 2021)

- 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 January 20, 2021, 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 *Salary payment shall be made on or before the second last banking day of each month except as provided under Section 220(6) & (7) of the *Education Act*.*

3.1.2 *Teachers, if they request the same in writing prior to May 15th, shall receive their July and August pay on July 10th of that year.*

3.2 Grid

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

3.2.2 *The number of years of teacher education and teaching experience, computed according to this Agreement, shall together determine the basic annual salary rate for each teacher employed by the School Division.*

3.2.3 *Tabulated below are the minimum and maximum basic salary rates and experience increments for each year of teacher education:*

Effective September 1, 2018

Years of Teacher Education				
Years of Teacher Experience		4	5	6
	0	59,871	62,533	66,747
	1	63,666	66,412	70,562
	2	67,459	70,288	74,380
	3	71,252	74,164	78,198
	4	75,042	78,038	82,016
	5	75,837	81,915	85,831
	6	82,626	85,792	89,649
	7	86,418	89,665	93,466
	8	90,213	93,542	97,281
	9	94,004	97,419	101,100

3.3 Education (Effective until August 31, 2019)

3.3.1 *The evaluation of a teacher’s education for salary purposes shall be determined by a statement of 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 Department of Education, The Alberta Teachers’ Association, and the Alberta School Trustees’ Association (the Alberta School Boards’ Association), dated March 23, 1967.*

3.3.2 *Placement on the salary schedule shall be according to the number of years of teacher education on the first day of school of each school year or on February 1, or when employment commences at a subsequent date, to the date of commencement of employment.*

- 3.3.3 *Until the teacher submits a statement of TQS evaluation or proof of application for same, they shall be placed on the salary schedule according to the most recent TQS evaluation. In the event that a TQS evaluation or proof of application for same is not available, the teacher shall be paid at not more than year four (4) of the grid.*
- 3.3.4 *Each teacher claiming additional teacher education, and each teacher commencing employment with the School Division shall supply a statement of qualifications from the TQS, or evidence of having applied for the same to the School Division within sixty (60) calendar days from commencement of the school year or from the date of commencement of employment.*
- 3.3.5 *When a statement of qualifications of TQS evaluation is submitted as provided under Clause 3.3.4, the teacher's salary shall be adjusted retroactively to the first day of school of the school year or February 1, or when employment commenced at a subsequent date, to the date of commencement of employment.*
- 3.3.6 *If a statement of qualifications from the TQS or evidence of having applied for same is not submitted as provided under Clause 3.3.4, salary shall be adjusted effective the beginning of the month following such submission.*
- 3.3.7 *Notwithstanding Clause 3.3.5 and 3.3.6, no teacher's salary shall be adjusted unless a statement of qualifications from TQS is received on or before the last day of August of each school year.*

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 3.4.4 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 *For salary purposes, an experience increment shall be any school year in which a teacher has taught for one hundred and thirty (130) days or more.*
- 3.4.6 *The adjustment date for changes in the number of experience increments shall be at the first day of school each school year or February 1.*
- 3.4.7 *It shall be the responsibility for every teacher to furnish their School Division with satisfactory evidence of past experience within sixty (60) calendar days of the commencement of teaching duties. Satisfactory evidence shall be defined as supporting documents from previous employing Boards or a statutory declaration provided by the teacher on a form provided by their School Division.*
- 3.4.8 *Notwithstanding Clause 3.4.7, if no satisfactory evidence is submitted within sixty (60) calendar days of the commencement of duties, salary will be adjusted, effective the beginning of the month following such submission.*
- 3.4.9 *No retroactive pay shall be payable after the last day of August of each school year in respect of teaching experience or teacher education where a teacher has failed to submit satisfactory evidence of experience as required under Article 3.4 or statement of teacher education as required under Article 3.3.*

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

Teachers shall:

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

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

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

Prior Experience

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

c) *The written confirmation is signed by an authorized officer of the previous employer.*

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

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

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

3.5 Service Outside Operational Days

3.5.1 A teacher required by the superintendent or designate to provide service during a weekend, holiday or vacation period shall be paid at the rate one two-hundredth (1/200th) of the annual salary for each day worked, or one four-hundredth (1/400th) of annual salary for each half day worked.

3.6 Special Considerations: Effective September 1, 2019

3.6.1 *In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the School Division shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the School Division.*

3.6.1.1 *Teachers must present valid proof of education and experience, satisfactory to the School Division, prior to this evaluation.*

3.6.1.2 *This evaluation shall be conducted when a teacher is hired to teach a CTS or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.*

3.6.1.3 *A copy of the decision will be provided to the teacher.*

3.6.2 *After the evaluation in 3.6.1 has concluded, the School Division may place a teacher on a step greater than their experience and/or education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.*

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

4.1.1 The School Division may create or designate new positions not covered by this Agreement. The salaries and all allowances, if any, for such positions or designations shall, subject to the provisions below, be established by agreement between the School Division, the Association, it being understood however that the lack of agreement shall not prevent the School Division from instituting the new position or designation. Notice of any newly established position or designation shall be given to the secretary of the local Association forthwith after the establishment of the same. Any salary or allowance agreed upon shall be paid retroactively to the date the new position or designation was filled.

4.1.2 If the parties cannot agree upon a salary or allowance as referred to above, within ten (10) days of the date of receipt of the notice referred to above, either party shall have the right to have the matter determined finally by an arbitration board as referred to in this Agreement. Arbitration will be instituted in this regard by either party submitting the matter to arbitration in writing to the other party and appointing a nominee to the Board. None of the time limits or grievance steps referred to in the grievance and arbitration procedure shall apply to an arbitration hereunder. Any salary or allowance set by an arbitration board shall be paid retroactively to the date the new position or designation was filled.

4.2 Administration Allowances

4.2.1 *In addition to the basic salary schedule, allowances shall be paid in accordance with the following rates:*

4.2.1.1 **Principals Allowance:** *The teacher count for establishing the Principal's Allowance shall be exclusive of the Principal except in the case where he is the only teacher on staff.*

- \$12,887.68 for the first (1st) FTE teacher plus

- \$ 891.48 for the next eight (8) FTE teachers plus

- \$ 588.54 for the next ten (10) FTE teachers plus

- \$ 320.28 per FTE teacher thereafter

The teacher count for establishing the Principal's Allowance shall be determined twice per year based on teacher FTE on September 30th and February 1st.

- 4.2.1.2 *Effective September 1, 2019, notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*
- 4.2.1.3 *The salary of the District Principal would be calculated in accordance with clause 3.2.3 (Years of Teaching Experience and Years of Teacher Education) and the District Principal's allowance would be calculated in accordance with clause 4.2.1.1 with a teacher count equal to the total number of teachers holding principal or vice principal designations within High Prairie School Division, excluding the District Principal(s). The count for establishing the District Principal's allowance shall be determined twice per year on September 30th and February 1st.*
- 4.2.1.4 *Effective September 1, 2019, notwithstanding any other provision in the Collective Agreement, the district principal shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*
- 4.2.2 **Assistant Principals Allowance:** *The Assistant Principal's Allowance shall be one-half (1/2) of the Principal's Allowance payable to the Principal. The teacher count, for establishing the Assistant Principal's Allowance shall be exclusive of the Principal and the Assistant Principal(s). Where there is more than one Assistant Principal, each Assistant Principal shall be paid at one half (1/2) of the rate of the Principal's Allowance for the teachers assigned to their area of responsibility.*
 - 4.2.2.1 *Effective September 1, 2019, the minimum allowance for Assistant Principal will be adjusted in accordance with current proportionality to the Principal allowance.*
- 4.2.3 **Coordinators' Allowance** *in the amount of eighty percent (80%) of the Principal's Allowance base rate.*

4.3 Red Circling

- 4.3.1 If a Principal is required by the School Division to move to a smaller school, the Principal's administrator's allowance will be the higher of the two allowances until the end of the first complete school year.

4.4 Acting/Surrogate Administrators – Compensation

- 4.4.1 In the absence of a Principal, an Assistant Principal shall be designated by the Superintendent to serve as Acting Principal. If they so serve for a period of six (6) or more consecutive school days, they shall receive an allowance equivalent to one two-hundredth (1/200) of the Principal's Allowance for each school day of the period during which they are so designated.
- 4.4.2 In the absence of the Principal and Assistant Principal(s) for a full school day or more, a teacher shall be designated by the School Division to serve as Acting Principal. They shall receive an allowance equivalent to one two-hundredth (1/200) of the Assistant Principal's Allowance for each day of the period during which they are so designated.

4.5 Teachers with Principal Designations (Effective until January 19, 2021)

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

otherwise terminated in accordance with the express provisions of the term contract.

4.5 Teachers with Principal Designations (Effective January 20, 2021, the following repeals and replaces clause 4.5. above)

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

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

4.6 Other Administrator Conditions

4.6.1 *Allocation and Appointment of Administrators*

4.6.1.1 *The parties to this Agreement recognize the prerogative of the School Division to appoint Assistant Principals.*

4.6.1.2 *Notwithstanding Clause 4.6.1.1, the School Division shall appoint Assistant Principals in schools where there are ten (10) or more FTE teachers (exclusive of the Principal).*

4.6.2 *Lieu Days*

4.6.2.1 *Effective until August 31, 2021, Principals shall be entitled to one lieu day in each school year, at a time approved by the Superintendent, acting reasonably. There is no accrual, carry over, or payout of this entitlement.*

4.6.2.1 *Effective September 1, 2021, Principals shall be entitled to two lieu day(s) in each school year and Assistant Principals shall be entitled to one (1) lieu day in each school year, at a time approved by the Superintendent, acting reasonably. There is no accrual, carry over, or payout of this entitlement.*

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 *Payment for substitute teachers shall be as follows:*

- a) When the teacher provides service only during the morning instructional periods or only the afternoon instructional periods, the teacher shall be paid \$110.21, inclusive of vacation pay.
- b) *Effective until April 30, 2019, when the teacher provides service during both the morning and the afternoon instructional periods, the teacher shall be paid \$219.17, inclusive of vacation pay and regardless of the number of periods taught.*
- c) *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$206.76 plus six percent (6%) vacation pay of \$12.41 for a total of \$219.17.*
- d) *Effective May 1, 2019, substitute teachers' receiving daily rate in clause 5.1.1.c. 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 *Payment shall be made at the daily rate for the first four (4) consecutive school days. On the fifth (5th) and subsequent day in the same school where the same substitute teacher continues to replace the same regular teacher, payment shall be made according to the placement on the salary schedule, and retro-active to the first (1st) day.*
- 5.2.2 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3 Other Substitute Teacher Conditions

- 5.3.1 *A substitute teacher is a teacher who is employed on a day to day or part-time basis where a contract of employment is not in effect.*
- 5.3.2 The School Division would agree to guarantee a half-day of work and pay, if an assignment is cancelled with less than 12 hours'

notice. The Substitute teacher must work the guaranteed half-day, in order to be entitled to pay.

5.3.3 All substitute teachers shall have access to unpaid school professional development days. If substitutes are required by the School Division to attend a school professional development day, they shall be paid the daily substitute rate.

5.3.3.1 The substitute teacher shall notify the School Division of their intention to attend seven (7) days prior to the PD Day, unless the School Division agrees to permit attendance on less notice.

6. PART TIME TEACHERS

6.1 *FTE Definition: Effective September 1, 2017, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*

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

6.2 Other Part-time Teacher Benefits and Proration

6.2.1 *The premium contribution for a part-time teacher for 7.1.1 (a), (d) and 7.3.1 shall be pro-rated in the proportion that their hours of work bear to the hours of work of a full-time teacher.*

6.3 Other Part-time Teacher Conditions

6.3.1 A part-time teacher's assigned daily hours shall be contiguous unless mutually agreed.

6.3.2 Any teacher employed on a full-time (1.0 F.T.E.) continuing contract who agrees to employment on a part-time contract shall be given a term contract for an agreed upon period of time and not withstanding Section 211(2) of the *Education Act*, that contract shall be for a specified portion of a full-time equivalent which shall not be varied except by mutual consent. At the conclusion of the term contract, and unless extended or altered by mutual agreement, the teacher shall be returned to a full-time (1.0 F.T.E.) continuing contract.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans

7.1.1 *The School Division agrees to pay one hundred percent (100%), per month, per full-time teacher, the cost of the premium to the following plans:*

- a) *ASEBP Extended Health Care Plan 1;*
- b) *ASEBP Extended Disability Benefit Plan D;*
- c) *ASEBP Life and Accidental Death and Dismemberment, Schedule 2; and*

7.1.2 *If enrolment is satisfactory to the insurer, the School Division agrees to pay ninety-five percent (95%), per month per full-time teacher the cost of the premium to ASEBP Dental Care Plan 3. The premium contribution for part-time teachers shall be pro-rated in the proportion that their hours of work bear to the hours of work of a full-time teacher.*

Effective September 1, 2019, the contribution will increase to 100% per month per full-time teacher.

7.1.3 *If enrolment is satisfactory to the insurer, the School Division agrees to pay one hundred per cent (100%), per month, per full-time teacher, the cost of the premiums to ASEBP Vision Plan 3. The premium contribution for part-time teachers shall be prorated in the proportion that their hours of work bear to the hours of work of a full-time teacher.*

7.1.4 *Teachers who have a continuous contract and resign as of June 30 in any year, shall receive in dollars, the equivalent of the School Division's share of the July and August benefit premiums in which they are currently enrolled.*

7.2 Group Benefits Eligibility

7.2.1 *All teachers coming on staff shall, as a condition of employment, be enrolled in the Alberta School Employee Benefit Plan (Plan D, Schedule 2).*

7.2.2 *Teachers who are members of a religious order, or who because of a religious affiliation conscientiously object to becoming members of the plan, will not be required to join if a statement is submitted to the School Division within forty-five (45) days of commencement of duties.*

7.2.3 *A teacher who becomes eligible for receipt of disability benefits as provided in ASEBP will not be entitled to receive cumulative sick pay benefits.*

7.3 Health Spending Account / Wellness Spending Account

7.3.1 ASEBP Health Spending Account of sixty-three dollars (\$63) per month.

7.3.2 Upon approval from ASEBP, the Health Spending Account in 7.3.1 shall change to a Health Spending Account / Wellness Spending Account (HSAWSA) for all eligible teachers and dependents. The plan shall be administered by ASEBP in accordance with the Canada Revenue Agency and the Income Tax Act of Canada.

7.4 Other Group Benefits

7.4.1 Benefits for Retirees on Contract

7.4.1.1 For a teacher on pension who is hired by the School Division and unable to enrol in the above plans, the School Division will, each month that the teacher is employed, reimburse an amount equal to the above monthly premiums to the teacher, prorated to the full time equivalency of the teacher. The teacher, upon employment under a contract, must provide the School Division with documentation from Alberta Health Care, ASEBP or similar plan confirming their enrolment.

7.4.2 Employment Insurance Premium Reduction

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

7.4.3 Travel Assistance Benefit

7.4.3.1 For the purposes of this agreement, four thousand dollars (\$4,000.00) of the annual salary as set out in clause 3.2 of this agreement shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by Revenue Canada and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the School Division and shall be in accordance with the provisions set by Revenue Canada.

7.4.4 Medical Travel Assistance Benefit

7.4.4.1 For the purposes of this agreement, two thousand dollars (\$2,000.00) of the annual salary as set out in clause 3.2 of this agreement shall be considered to be a Medical Travel Assistance Benefit paid in a designated area as defined by Revenue Canada and shall be indicated as such in the appropriate box on the annual T4 slip (Box 33). The provision of this benefit shall in no fashion add to the cost of salary or benefits to the School Division and shall be in accordance with the provisions set by Revenue Canada.

7.4.5 Transfer Benefit

7.4.5.1 The School Division shall assume financial responsibility for moving the personal and household effects of a teacher who is transferred to another school within the school Division, provided that this benefit shall not apply if the transfer is requested by the teacher.

8. CONDITIONS OF PRACTICE

8.1 *Teacher Instructional and Assignable Time*

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

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

8.2 *Assignable Time Definition*

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

- a) operational days (including teachers' convention)*
- b) instruction*
- c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
- d) parent teacher interviews and meetings*

- e) *School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
- f) *staff meetings*
- g) *time assigned before and at the end of the school day*
- h) *other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*

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

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

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

8.3 Extracurricular

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

8.4 Duty Free Lunch *(Effective April 7, 2019)*

- 8.4.1 *Effective April 7, 2019, the School Division will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked.*
- 8.4.2 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the School Division.*
- 8.4.3 *When reasonable, this break shall occur in the middle of the assignment.*
- 8.4.4 *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

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

9.2 Professional Development Funds

- 9.2.1 The School Division agrees to make an education fund equivalent to ninety percent (90%) of the fourth (4th) year minimum on the salary grid for the purpose of providing partial funding for teachers taking courses for credit at an accredited university or college which are related to the Teacher's Professional Growth Plan and connected to the Teaching Quality Standard.
- 9.2.2 Teachers who are on a continuous contract with the School Division may make application for funding under this Article. Applications including proposed courses must be submitted to the Superintendent of Schools prior to registration. Applications will be approved on a "first come, first served" basis. No teacher shall be

entitled to be reimbursed for more than three (3) full time courses per year.

9.3 Tuition Reimbursement

9.3.1 Upon proof of successful completion of courses, the teacher shall be reimbursed one thousand seven hundred dollars (\$1,700.00) per full course or eight hundred and fifty dollars (\$850.00) per half course. (A full or half course shall be defined as being equivalent to a full (6.0 credit hours) or half (3.0 credit hours) course at the University of Alberta). Proof of successful completion shall be official transcripts as provided by the university from which the course was taken. All claims not submitted within twelve (12) months of completion of the course shall not be paid. Uncommitted funds remaining at the end of August of each year shall be transferred to the ATA/HPSD Joint Professional Development Fund.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 *This Article shall supersede the provisions of Section 220(1)(d) and Section 220(2) of the Education Act.*
- 10.2 *"Sickness" when used in this Article shall mean necessary medical or dental treatment of the teacher or injury to, or illness or disability of the teacher which renders the teacher incapable of attending to work.*
- 10.3 *"School day" when used in this Article shall mean a day on which instruction would have been given by a teacher and includes emergency school closures, school closures approved by the Minister, two (2) days for teacher conventions, holidays declared by a School Division and days other than instruction days that are approved by the Minister.*
- 10.4 *All teachers in their first year with the School Division shall have a minimum of five (5) school days accumulated sick leave at the beginning of the school year. The remaining days shall accumulate in accordance with the Education Act at a rate of one (1) day for every nine (9) days earned to a maximum of twenty (20) days.*
- 10.5 *During employment under contract with the School Division, and prior to completion of one (1) year of employment under a continuing contract of employment, a teacher shall earn sick leave credits in respect of each month of employment and the number of school days of such earned sick leave credits shall be equal to the result obtained by dividing by nine (9) the number of school days in the month. Provided however, that in any event, the total number of sick leave credits earned by a teacher in any school year shall not exceed twenty (20) days in the aggregate. Further, sick leave credits or any portion thereof may only be used when earned and credited.*

Sick leave credits shall be credited effective the first (1st) day of the month following the month in which the sick leave credits to be credited were earned. Upon commencement of employment with the School Division, teachers shall be granted two (2) days sick leave credit.

- 10.6 *In the case of a teacher who has had previous service with the School Division, and re-enters its employment within fourteen (14) months of leaving, the sick leave accumulated under this Article during the period of employment with the School Division shall be re-instated to the credit of the teacher.*
- 10.7 a) *In order to establish and maintain eligibility for benefits under this Article a teacher absent for more than three (3) consecutive days shall provide a certificate signed by a qualified medical or dental practitioner, and in addition, the teacher shall provide the Principal with reasonable prior notice of any absence due to sickness. A teacher absent for three (3) consecutive days or less due to illness or other disability must submit, within ten (10) days of return to work, a signed statement to his Principal, giving the reason for the absence. The School Division may request in writing that the teacher obtain verification of the appointment or hospitalization at no cost to the School Division, but the School Division will not do so as a matter of course.*
- b) *A teacher whose sickness extends for a period of over one (1) month may, at the discretion of the School Division, be required to furnish further medical certificate / letter at the end of each month during the period of sickness. The School Division shall pay for any medical fee for acquiring the certificate. Such medical certificate / letter shall include the medical practitioner's assessment of the teacher's current ability to work: if absence continues to be required the prognosis for the teacher's eventual return to the workplace: and in the event of an anticipated return to the workplace communication of any restrictions to performance of duties upon return to the workplace and a prognosis for the improvement and the removal of those restrictions, as well as any other information relevant to the School Division's accommodation of absence or return.*
- c) *In the event that a teacher who qualifies for sick leave is absent for more than ten (10) consecutive teaching days, the School Division may require the teacher to provide an updated medical certificate / letter certifying fitness to return to work before the teacher is allowed to return to normal teaching duties. The School Division shall pay for any medical fee for acquiring the certificate.*
- 10.8 *Application for ASEBP benefits shall be made as soon as there is medical evidence that the absence is of a long term nature.*
- 10.9 *Where an eligible teacher has unused sick leave credits the School Division shall not reduce the gross salary of such teacher for absence from work on*

a school day due to sickness and for each day of absence the unused sick leave credits of the teacher shall be reduced by a corresponding day.

10.10 *Upon active commencement of duties in the second (2nd) consecutive school year of continuing employment under a contract of continuing employment with the School Division, all unused sick leave credits shall be cancelled.*

10.11 *During the second (2nd) and subsequent years of service, sick leave with full salary will be granted for sickness for a period of ninety (90) calendar days. A teacher who has been absent due to sickness shall, upon return to full time duties, be entitled to an additional sick leave benefit of ninety (90) calendar days. In the event of recurring sickness, only ninety (90) calendar days sick leave will be available.*

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 *The School Division agrees to administer maternity leave as per the guidelines of the Employment Standards Code. The School Division will register and implement a ninety-five percent (95%) Supplementary Unemployment Benefits (SUB) plan which each teacher shall access for pay during the health-related portion of her maternity leave. The School Division shall pay its portion to each teacher's benefit plan premiums during the health-related portion of her maternity leave. The remainder of the maternity leave not covered by the health-related portion shall be without pay and benefits. SUB shall be payable for a maximum of seventeen (17) weeks or for the period covered by accumulated sick leave, whichever is less. The School Division shall advise each teacher to apply for extended disability benefit at least thirty (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of disability the teacher shall apply for extended disability benefits and no further salary, benefit contributions, or SUB shall be payable.*

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

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

11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Division to prepay 100 per*

cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.

- 11.2.3 Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.2.6 If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

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

11.1 Maternity Leave

- 11.1.1 Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2 Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*

11.1.4 *The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*

11.1.5 *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

11.2 Parental Leave

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

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

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

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

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

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

11.3 Salary Payment and Benefit Premium

- 11.3.1 *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2 *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3 *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4 *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5 *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*

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

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 Leave of absence for a minimum of one-half (½) day for personal reasons may be granted by the Superintendent for up to two (2) days per school year. Leave shall be granted at full salary less forty-five percent (45%) of the daily rate for a certificated substitute as determined in clause 5.1.1 for each day of such leave. Requests for leave under this clause shall not be used to extend the Christmas break, spring break, long weekends, or summer vacation period. Unused leave may accumulate from year to year provided that the total leave available does not exceed six (6) days in any school year. Part time teachers are eligible for personal leave of up to two (2) days at an amount, per day, equivalent to their part time status. Teachers on temporary contracts are eligible for personal leave at a proration equivalent to the term their contract bears to the total school year multiplied by two (2).

12.2 Notwithstanding clause 12.1, the Superintendent may grant personal leave to extend a long weekend, Christmas break or spring break, provided at least ten (10) calendar days advance notice is given.

12.3 In the event that a teacher has six (6) days of leave for personal reasons accumulated in a given school year, the fifth (5th) and sixth (6th) day shall not be taken in conjunction with other leave provisions, including the first (1st) to fourth (4th) personal leave days without prior approval of the Superintendent.

13. ASSOCIATION LEAVE AND SECONDMENT

13.1 *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the*

Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.

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

14. OTHER LEAVES

For the purpose of Article 14, a teacher's application for temporary leave of absence must first be made orally to the Principal and documented on the form provided by the School Division, upon return from the leave.

Should a teacher fail to apply to the Principal or to submit the required documentation within the time limit specified, the days absent shall be considered as leave without pay.

A teacher is entitled to temporary leave of absence with pay for:

14.1 Death or Critical Illness Leave

- 14.1.1 *Up to and including four (4) days for leave necessitated by the death or critical illness of a spouse/common-law partner, son, daughter, parent, brother, sister, parents of spouse/common-law partner, brother or sister-in-law, grandparent or grandchild, grandparents of spouse/common-law partner, daughter-in-law, son-in-law, other person who is a member of the teacher's dwelling, or aunt or uncle. Up to an additional two (2) days will be granted if the*

teacher is required to travel three hundred (300) or more kilometres one way to attend the funeral of one of the above named persons. For the purpose of this clause, critical illness shall mean where death of one of the above named persons is imminent, for which the School Division may require a substantiating medical certificate, signed by a duly qualified medical practitioner. Critical illness entitlement ends as of death and the teacher would be entitled to a further 4 days under this Article for the death. The definition of dwelling and common-law partner is consistent with the definition of Revenue Canada Agency.

14.1.2 *The teacher shall be permitted to access clause 14.1.1 in the event of the death of the teacher's niece or nephew.*

14.2 Convocation Leave

14.2.1 One (1) day to attend convocation of the university at which the teacher is receiving a degree; one (1) additional day for the purpose of travel will be granted where distance required to be travelled exceeds five hundred (500) kilometres one way.

14.3 Inclement Weather / Impassable Roads Leave

14.3.1 Absence, despite reasonable effort, when the teacher is unable to travel to their school from their usual place of residence because of inclement weather, impassable road conditions or the failure of transportation facilities other than their own.

14.4 Family Medical Leave

14.4.1 *Four (4) days for family medical, dental appointments or hospitalization, provided that the teacher's accumulated number of sick leave credits, as granted by Article 10, is reduced by a corresponding amount. The teacher will sign a statement attesting that use of the leave was for a family member who falls under the definition of family as per clause 14.4.1. "Family" shall refer to the teacher's parent, spouse/common-law partner, child, or person who is a member of the teacher's dwelling. The School Division may request in writing that the teacher obtain verification of the appointment or hospitalization at no cost to the School Division, but the School Division will not do so as a matter of course.*

14.5 Jury Duty / Court Appearance Leave

14.5.1 For jury duty or summons related thereto provided that the teacher remits to the School Division any jury stipend (excluding expenses) set by the Court.

14.5.2 To answer a subpoena or summons to attend as a witness in a criminal matter or as a result of the performance of their duties as a teacher. Leave shall be granted at full pay. The teacher shall remit to the School Division any witness fee paid by the Court to the teacher, exclusive of expenses.

14.6 School Closure

14.6.1 Days where the School Division closes the school for health and safety reasons or physical plant breakdown. The School Division may require the school administrator(s) to remain on site during normal school hours during these closures.

14.7 Professional Improvement Leave

14.7.1 The School Division shall pay for the cost of a substitute, if hired, for a teacher attending any in-service program sponsored by the School Division.

14.8 Discretionary Leave

14.8.1 In addition to the foregoing, the School Division, in its discretion, may grant leave of absence with or without pay and with or without School Division contribution to benefits to a teacher applying for such leave.

15. CENTRAL GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

Effective May 1, 2019, the following clauses apply for central grievances commencing on or after May 1, 2019 and shall repeal and replace clauses 15.1 to 15.16 above.

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

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

15.2 *“Central item” means any item which is in italics in this Collective Agreement.*

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

15.4 *An “operational” day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*

15.5 *For the purposes of this Article, written communication may be provided by email.*

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

15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the*

matter. The thirty (30) day freeze period may be ended by mutual agreement.

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

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

15.9 The written notice shall contain the following:

- a) A statement of the facts giving rise to the difference,*
- b) The central item or items relevant to the difference,*
- c) The central item or items and the non-central item or items, where the difference involves both, and*
- d) The remedy requested.*

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

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

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

15.13 (a) The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.

(b) If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.

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

(b) TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.

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

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

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

15.17 The award of the Arbitration Board is binding on:

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

- 16.1 Any difference between an employee covered by this Agreement and the School Division, or between the Association and the School Division, concerning the interpretation, application, operation, or alleged violation of the locally bargained items in this Agreement, shall be dealt with as follows:
- 16.2 In the case of a difference between an employee and the School Division, such difference (hereinafter called a "grievance") shall first be submitted in writing to the Secretary-Treasurer of the School Division and to the Coordinator of Teacher Welfare of the Association. Such written submission shall be made within twenty (20) days of the date of the incident, giving rise to the grievance or the date the grievor reasonably became aware of the incident giving rise to the grievance. Such written submission shall set out the nature of the grievance, the articles of this Agreement that it alleges to have been violated and the remedy sought. The respondent shall render their decision within twenty (20) days.
- 16.3 In the case of a difference between the Association and the School Division, either party may institute a grievance by, in the case of the Association, forwarding written particulars of the grievance to the Superintendent of Schools of the School Division, and in the case of the School Division, by forwarding particulars of the grievance to the Coordinator of Teacher Welfare of the Alberta Teacher's' Association within twenty (20) days of the date of the incident giving rise to the grievance or the date the grievor reasonably became aware of the incident giving rise to the grievance.
- 16.4 In the event the grievance is not settled within twenty (20) days after the date of submission of the grievance in accordance with the above procedure, on or before a further ten (10) days have elapsed from the expiration of the aforesaid twenty (20) day time period, either party may, by written notice served on the other party, require establishment of an Arbitration Board as hereinafter provided.
- 16.5 By mutual consent the School Division and the Alberta Teachers Association may elect to proceed to arbitration by way of a sole arbitrator and without nominees.
- 16.6 By mutual consent the School Division and the Alberta Teachers Association may elect to retain a mediator and engage in voluntary mediation prior to arbitration.

- 16.7 Where any such reference in Clause 16.1-16.6 inclusive are to a period of days, such period shall be exclusive of Saturdays, Sundays, and other holidays. Any of the aforesaid time limits may be extended at any stage upon written consent of the parties.
- 16.8 In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the Board) a grievor fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end. Should the School Division fail to respond to the grievor within the specified time period, the grievor may process the grievance to the next step in the procedure.

17. EMPLOYMENT

17.1 Information and Files

- 17.1.1 The School Division and the teachers recognize the needs and the advantages of improved communications between teachers, trustees, and administrators on educational matters and working conditions of teachers. As such, it is agreed that a liaison committee will be established to discuss educational matters and working conditions of teachers. The membership of this committee shall be made up of three (3) trustees, and three (3) classroom teachers, along with the Superintendent and the Secretary Treasurer in an advisory capacity. The committee shall meet within two (2) weeks of either party giving notice of a need for such a meeting. The two (2) parties to the Agreement shall advise of the appointees to the committee prior to the first meeting of each year. All items currently under negotiation are excluded from discussion by this committee.
- 17.1.2 Newly appointed teachers may be required to present a medical certificate of good health and satisfactory proof of age.

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

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

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

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

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

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

New Letter of Understanding #5 – Wellness Spending Account

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.*

IN WITNESS WHEREOF the parties have executed this agreement on the ____ day of _____, 20__.

The Alberta Teachers' Association

The High Prairie School Division

ATA Local President

Chairperson of Negotiation Committee

Chair, Negotiating Subcommittee

Secretary Treasurer

Associate Coordinator, Collective Bargaining