



St. Albert
PUBLIC SCHOOLS

COLLECTIVE AGREEMENT

BETWEEN

ST. ALBERT SCHOOL DIVISION

and

**THE ALBERTA TEACHERS' ASSOCIATION
LOCAL 73**

SEPTEMBER 1, 2018 to AUGUST 31, 2020

Collective agreement made this 11th day of December, 2019 between St. Albert School Division (hereinafter called "School Division") and the Alberta Teachers' Association (hereinafter called "Association").

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

Effective December 11, 2019, the whereas statement above is repealed and replaced by the following whereas statement:

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

1. APPLICATION/SCOPE

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

1.1.1 *All teachers covered by this Agreement shall be members of the Association.*

Effective December 11, 2019, clause 1.1 above is repealed and replaced by the following clause:

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

1.2 *Excluded Positions: specifically exempt from the provisions of this Agreement are the Superintendent, Deputy Superintendent, the Associate Superintendents, and Directors.*

1.3 *Effective December 11, 2019, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues*

or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.

1.4 The Association is the bargaining agent for each bargaining unit and:

1.4.1 has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and

1.4.2 has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.

1.5 Role of TEBA (December 11, 2019)

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

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

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

1.6 St. Albert Public School Division retains all management rights, unless otherwise provided by the expressed terms of this 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 date of ratification of the 2018-20 local Memorandum of Agreement, 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 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 agreement. Any such revisions shall become effective from such date as shall be mutually agreed upon by the Association and TEBA.*

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

2.8 Provision of Information (Effective until December 10, 2019)

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

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

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

2.8 *Provision of Information (Effective December 11, 2019, the following clause repeals and replaces clause 2.8 above)*

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

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

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

3. **SALARY**

3.1 **Salary Pay Date/Schedule**

- 3.1.1 All salaries and allowances mentioned herein are “per annum” unless specifically stated otherwise.
- 3.1.2 The School Division shall cause to be paid to each teacher on contract for a full school year their salary in equal amounts of 1/12th of their annual salary on the 27th of each month or the Friday before if the 27th falls on a weekend or statutory holiday.
- 3.1.3 The School Division shall pay Substitute Teachers on, or before the tenth (10th) day of each month from September to July. The School Division shall pay Summer School teachers on or before the tenth (10th) day of August.
- 3.1.4 Payment of the allowance for administration shall commence on the effective date of appointment and terminate on the last day of such appointment.

3.2 **Grid**

- 3.2.1 *The number of years of teacher education and the years of teaching experience, computed according to the collective agreement, shall together determine the annual salary rate for each teacher employed by the School Division.*

Effective September 1, 2018

YEARS OF TEACHING EXPERIENCE	YEARS OF EDUCATION		
	<i>Four</i>	<i>Five</i>	<i>Six</i>
<i>0</i>	<i>\$ 59,089</i>	<i>\$ 62,601</i>	<i>\$ 66,651</i>
<i>1</i>	<i>62,559</i>	<i>66,066</i>	<i>70,127</i>
<i>2</i>	<i>66,023</i>	<i>69,537</i>	<i>73,588</i>
<i>3</i>	<i>69,501</i>	<i>73,002</i>	<i>77,059</i>
<i>4</i>	<i>72,964</i>	<i>76,470</i>	<i>80,529</i>
<i>5</i>	<i>76,429</i>	<i>79,940</i>	<i>83,991</i>
<i>6</i>	<i>79,901</i>	<i>83,408</i>	<i>87,463</i>

YEARS OF TEACHING EXPERIENCE	YEARS OF EDUCATION		
	<i>Four</i>	<i>Five</i>	<i>Six</i>
7	83,368	86,879	90,932
8	86,832	90,349	94,405
9	90,367	93,816	97,873
10	93,914	97,431	101,485
11	93,914	97,431	101,485

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 Teachers' Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by Memorandum of Agreement among the Department of Education, the Association and the Alberta School Trustees' Association, dated March 23, 1967.*
- 3.3.2 *The adjustment dates for changes in the annual rate of salary resulting from improved teacher education shall be September 1, January 1, May 1 or the starting date of employment, subject to clause 3.3.3.*
- 3.3.3 *Each teacher shall be responsible for submitting to the Superintendent written proof of application to the Teacher Qualifications Service for evaluation of increased teacher education not later than thirty (30) days from September 1, January 1, May 1, or the starting date of employment.*
- 3.3.4 *A teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications, or according to the minimum educational requirements for his/her teaching certificate, until the teacher submits to the Superintendent the Statement from the Teacher Qualifications Service attesting to increased teacher education.*
- 3.3.5 *If a teacher does not submit written proof of application in accordance with clause 3.3.3, the School Jurisdiction shall adjust the salary effective the first of the month following the month the Statement from the Teacher Qualifications Service is submitted to the Superintendent.*

3.3.6 *No payment shall be made for teacher education or any other education allowance which should have been claimed in previous school years.*

3.3 Education (Effective September 1, 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 Teachers' Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by Memorandum of Agreement among the Department of Education, the 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 received 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 adjustments 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 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)

Subject to the terms of this Agreement, every teacher under contract with the School Division who is not on maximum salary for their category of teacher education according to clause 3.2 shall receive an experience increment following each year of service with the School Division. Adjustments for teacher

experience shall be effective at the commencement of the school year or February 1 of each year.

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 These provisions take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.

3.4.5 A year of teaching experience is earned when a teacher under contract with the School Division has received salary for at least one hundred and twenty (120) equivalent full days during a school year or a period of up to three (3) consecutive school years, whichever occurs first.

3.4 Experience (Effective September 1, 2019)

Teachers shall:

a) Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing division, 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 School Division shall provide to the School Division written confirmation from the previous School Division certifying:
 - a) The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing Division;*
 - 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 School Division.*

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

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

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

3.5 Special Considerations: CTS Teachers

3.5.1 *For teachers who are graduates of a Bachelor of Education program in vocational or business education and who teach in their specialties, one half (1/2) of the associated vocational experience as one actively employed as a Journeyman or business experience obtained by a teacher prior to engagement by the School Division may be counted as teaching experience as adjudged by the Superintendent subject to appeal by the teacher to the Interpretation and Review Committee.*

3.5.2 *Effective November 8, 2017, a teacher who teaches any Career and Technology Studies courses and is required, by the School Division as a condition of employment, to hold a journeyman's certificate, that has not been recognized under article 3.3.1 shall be granted one year of teacher education for such qualifications.*

3.6 Other Rates of Pay

3.6.1 The School Division may offer employment to a teacher for special projects related to teaching at the per hour rate specified in clause 3.6.2 as well as the relevant administrative allowances when applicable. Special projects require mutual agreement and exclude assigned teacher duties as described in clause 5.3 of this agreement and those teaching and administrative duties related to school programs and operations.

3.6.2 *Evening, Saturday and Summer School*

3.6.2.1 *A teacher employed on an hourly basis to provide instruction at the School Division's Evening, Saturday and*

Summer School shall be paid at the rate of \$63.46 per hour inclusive of holiday and vacation pay, with no benefit costs to the School Division excepting Employment Insurance and Canada Pension Plan.

3.6.2.2 *The School Division shall advertise for summer school teachers, and afford consideration to internal candidates, but shall have sole discretion in determining the best applicant for the positions.*

3.7 Other Allowances:

3.7.1 Travelling Allowance: Where teachers are required and have received prior authorization to use their vehicles when representing the Division they shall be eligible for travel allowance in accordance with School Division policy.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations

In the event that the School Division creates a new position falling within the Division of this collective agreement, salaries and allowances for that position shall be arrived at by consultation with representatives of the Teacher Welfare Committee of the Alberta Teachers' Association Local No. 73.

In addition to the foregoing salary, Administrative allowances shall be paid in accordance with the following schedule:

4.2 Administration Allowances:

4.2.1 Principals

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

4.2.2 Assistant Principals

Effective September 1, 2109, the minimum allowance for Assistant Principal allowance will be adjusted in accordance with current proportionality to the Principal allowance.

4.2.3 Supervisory and Consultative Personnel

a) **Supervisors of Education** – Twenty-five (25%) percent of fourth year maximum as in clause 3.2. Incumbents in this position shall not take more than six (6) weeks' vacation during the July/August period

- b) **District Coordinator 1** shall be paid thirteen (13%) percent of the maximum of the fourth year as in clause 3.2
- c) **District Coordinator 2** shall be paid seven and one half (7.5%) percent of the maximum of the fourth year as in clause 3.2
- d) **Department Heads** shall be paid five and one half (5.5%) percent of the maximum of the fourth year as in clause 3.2
- e) **Curriculum Coordinators** shall be paid two and one half (2.5%) pf the fourth year maximum as in clause 3.2.

4.3 Acting Administrators – Compensation

- 4.3.1 When, in the absence of the principal, the assistant principal acts in their place for a period of six (6) days or more consecutive school days, the assistant principal shall be designated as acting principal and shall receive an allowance, in place of the assistant principal's allowance, equivalent to that of the principal and for the period which the assistant principal is so designated.
- 4.3.2 When, in the absence of the assistant principal, a teacher is designated in writing by the Superintendent or the designee to carry out the function of the assistant principal for a period exceeding ten (10) consecutive days, the teacher shall be then designated as acting assistant principal and shall receive an allowance equivalent to that of the assistant principal for the period the teacher is so designated.
- 4.3.3 In the absence of the principal and assistant principal(s), a teacher shall be designated as acting principal and shall be compensated in the amount of \$40.00 for each half-day.

4.4 Teachers with Principal Designations (effective until December 10, 2019)

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

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

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

4.4 Teachers with Principal Designations (Effective December 11, 2019 the following repeals and replaces clause 4.4 above)

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

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

4.5 Other Administrator Conditions

4.5.1 *In a school with two hundred and fifty (250) or more pupils, the School Division shall designate one or more teachers to full-time or part-time supervisory positions to assist the principal.*

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 (Effective until April 30, 2019) The School Division shall pay substitute teachers at the rate of pay \$212.36 per day of service to the School Division, which includes vacation pay.

5.1.2 (Effective until April 30, 2019) The School Division shall pay substitute teachers at the rate of pay \$106.18 per one-half day of service provided to the School Division, which includes vacation pay.

5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be*

\$200.34 plus six percent (6%) vacation pay of \$12.02 for a total of \$212.36.

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

5.2 Commencement of Grid Rate

5.2.1 *A teacher who substitutes for the same teacher for a period of four (4) or more consecutive teaching days shall be paid retroactively to the first (1st) day at the daily rate of 1/200th of the annual salary determined by clause 3 of this collective agreement for the duration of such substitution.*

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 Substitute Placement Service: Teachers unable to carry on their duties, as a result of illness or any other cause, shall give at least one and one half (1.5) hours' notice to the Substitute Placement Service before school assembles, so that proper substitutes may be obtained. Before returning to duty, the absentee teacher shall notify the Substitute Placement Service of such intended return. If returning for the morning sessions, the notification must be given by 7:00 a.m. and for the afternoon session, before 11:00 a.m. Other than where a previous arrangement has been made with the Superintendent specifying the date and time of return, failure to observe this regulation will result in the loss to the teacher of one-half (1/2) day's salary of a substitute teacher, whether a substitute is required or not. Provided however that the Superintendent may, at their discretion, after investigating the circumstances, waive the charging of a substitute teacher's salary.

6. PART TIME TEACHERS

6.1 *Effective until August 31, 2019, 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.*

Effective September 1, 2019 FTE Definition: 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.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans

7.1.1 *The School Division's contribution to the Alberta School Employee Benefit Plan – Extended Health Care Plan 1, shall be at the rate of one hundred (100%) percent of the total premiums.*

7.1.2 *Notwithstanding the fore-going clause 7.1.1 shall not apply to a married teacher who submits proof that they are already a member of any of the insurance plans named, through participation in these plans by their spouse.*

7.1.3 *In accordance with the provisions of the Alberta School Employee Benefit Plan, the School Division shall pay one hundred (100%) percent of the premiums in respect of benefits under the Life and Accidental Death and Dismemberment Schedule 2A.*

7.1.4 *Effective until August 31, 2019, the School Division shall pay seventy-nine percent (79%) of the premium cost for the Extended Disability Plan D.*

7.1.4.1 *Effective September 1, 2019, the School Division will pay 100% of the premium cost for the Extended Disability Plan D.*

7.1.5 *The School Division shall pay one hundred (100%) percent of the cost of the premium for teachers enrolled in the Alberta School Employee Benefit Dental Plan 3C.*

7.1.6 *The School Division will pay one hundred percent (100%) of the premium for the Vision Care Plan 3.*

7.2 Group Benefits Eligibility

7.2.1 *All teachers eligible to participate shall be members of the Alberta School Employee Benefit Plan as a condition of employment.*

7.3 Health Spending Account

7.3.1 *The School Division will provide a Health Spending Account of \$725 per year per eligible teacher. Subject to the policies of ASEBP, after the date of ratification, this account will be amended to be an*

HSA/Wellness Spending Account.

7.4 Other Group Benefits

- 7.4.1 Employment Insurance Act: The School Division and the teachers agree that the Employment Insurance Commission rebate has been shared in accordance with the Employment Insurance Act by the increase in the benefits contained in this Agreement.

8. CONDITIONS OF PRACTICE

8.1 *Teacher Instructional and Assignable Time*

- 8.1.1 *A teacher will not be assigned duties in excess of 1800 minutes per week in which a maximum of 1400 minutes will be devoted to instruction of pupils. The remainder of the assignable time shall be distributed to the teachers by the principal in consultation with their staff as equitably as is possible and practical.*
- 8.1.2 *In all schools and by mutual agreement between the principal and the teachers, the assignment of 1400 minutes of instructional time may be averaged over the ten (10) month 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) 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.*

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

8.3 Duty Free Lunch

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

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

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

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

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plans

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 Sabbatical Leave

- 9.2.1 Sabbatical leave shall mean leave granted by the School Division to a teacher for study, travel or experience approved by the School Division for improving the teacher's academic or professional education.
- 9.2.2 To be eligible for sabbatical leave under clause 9.2.1, the teacher shall have served the School Division for five (5) years.
- 9.2.3 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to their duties following expiration of their leave and shall not resign or retire from teaching service, other than by mutual agreement between the School Division and the teacher, for a period of at least one (1) year after resuming their duties.
- 9.2.4 All applications for sabbatical leave shall be submitted to the School Division by February 1st preceding the school year in which the sabbatical leave is to commence.
- 9.2.5 The School Division shall, upon receiving the recommendation(s) of the Sabbatical Leave Selection Committee, undertake at its discretion to grant sabbatical leave to two (2%) percent of the total of the teaching staff by March 15th; this maximum percentage may be extended at the option of the School Division.
- 9.2.6 A teacher who is granted sabbatical leave for the year under clause 9.2.1 shall receive a salary equal to sixty-six and two-thirds (66-2/3%) percent of the grid salary they would have received had they been teaching, payable in equal monthly installments.
- 9.2.7 Upon resumption of duties, the School Division shall endeavor to return the teacher to the same position, which they enjoyed before the leave was taken, or a mutually agreeable alternative. Where a teacher is not being returned to the same position and a mutually agreeable alternative is not possible, the teacher shall be returned to a position no less favourable than the one which they enjoyed before the leave was taken.

10. SICK LEAVE – Medical Certificates and Reporting

- 10.1 *A teacher who qualifies for extended disability benefits as provided in the Alberta School Employee Benefit Plan shall not receive additional salary and shall not be entitled to additional sick leave benefits after ninety (90) consecutive calendar days of disability.*
- 10.2 *During the first year of employment under contract with the School Division a teacher shall be credited with twenty (20) operational days of sick leave.*
- 10.3 *Commencing with the second consecutive year of employment under contract with the School Division, a teacher shall be credited with ninety (90) consecutive calendar days of sick leave and all sick leave accumulated under clause 10.2 shall be cancelled. A teacher with more than one year of continuous employment with the School Division who returns to work following a period of sick leave or extended disability shall have the ninety (90) consecutive calendar day entitlement reinstated.*
- 10.4 *When a teacher leaves the employ of the School Division all accumulated sick leave shall be cancelled. Notwithstanding this clause, if a teacher with more than one year of continuous employment under contract with the School Division resigns and is reappointed by the School Division within a two year period clause 10.3 shall apply to such teacher.*
- 10.5 *When a teacher is granted sabbatical leave, disability or other leave of absence by the School Division, the teacher shall retain the number of accumulated sick leave days to the date of leave commencement. However, the teacher shall not earn additional sick leave days during the period of leave.*
- 10.6 *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall be required to provide the following documentation:*
- 10.6.1 *Where a teacher is required by the School Division to provide a medical certificate for medical, dental treatment or because of accident, disability or illness and where the teacher is required to pay a fee for such medical certificate, the School Division shall reimburse the teacher to a maximum of thirty-five (\$35) dollars, upon receipt of proof of payment.*
- 10.6.2 *Prior to returning to work after an extended absence, the teacher shall provide the School Division with two (2) weeks written notice of readiness to return to work, whenever possible and a medical certificate indicating that the teacher is capable of resuming their teaching duties. The School Division shall reimburse the teacher to a maximum of thirty-five (\$35) dollars, upon receipt of proof of payment.*
- 10.7 *The School Division may require any person employed by it to undergo a*

medical examination by a physician named or approved by the School Division.

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

(The following clauses 11.1 and 11.2 are effective for maternity and/or parental leaves that commenced before May 1, 2019)

11.1 *Maternity Leave*

Teachers with at least twelve (12) months of continuous service with the School Division shall be eligible for maternity leave under the following conditions:

- 11.1.1 Written notice of intent to take maternity leave shall be forwarded by the teacher to the Superintendent or designate, at least six (6) weeks prior to the estimated date of delivery of the child. Exceptions to this requirement may be acceptable on the basis of any extenuating circumstances.*
- 11.1.2 Where possible, at least six (6) weeks prior to the date of which the teacher intends to return to work, and in any event, no less than four (4) weeks prior, written notice must be forwarded to the Superintendent or designate.*
- 11.1.3 The commencement date and duration of maternity leave shall be determined by the teacher in consultation with the Superintendent or designate.*
- 11.1.4 Teachers who have been on maternity leave may subsequently apply for a leave of absence without pay and benefits for up to one (1) full year.*
- 11.1.5 Maternity leave shall be without pay, sickness allowances or School Division contributions to staff benefit premiums, except during any period(s) of such leave which are health-related as determined by the teacher's physician or a midwife registered with the College of Midwives of Alberta in accordance with Alberta School Employee Benefit Plan (ASEBP) or in accordance with clause 10.7;*
- 11.1.6 For a teacher eligible for maternity leave and on continuous contract with the School Division, the School Division shall pay the portion of the teacher's benefit premiums specified in clause 7.1.3, 7.1.4 and 7.3 of this collective agreement for the duration of the maternity leave*
- 11.1.7 During such period(s) the teacher shall access sick leave benefits through the School Division funded registered Supplementary Unemployment Benefits (SUB) Plan, which shall not reduce the*

teacher's sick leave entitlement under clause 10;

11.1.8 The teacher shall be required to apply for Employment Insurance benefits to access the registered SUB Plan;

11.1.9 The benefits under the SUB Plan are a substitution for and to the exclusion of any other benefits set out in this agreement that might otherwise be available for such periods of absences;

11.1.10 The period(s) of the health-related portion of maternity leave shall be counted for the granting of experience increments.

Parental/Adoption Leave

Unpaid Parental Leave

11.1.11 Upon request, the School Division shall grant adoption/parental leave for a period up to thirty-seven (37) weeks. Whenever possible, written notice of intent to take such a leave must be forwarded to the Superintendent or designate at least six (6) weeks prior to commencement of the leave.

11.1.12 Written notice of intent to return to work shall be provided to the Superintendent or designate at least four (4) weeks prior to the date on which the teacher intends to return to work.

Adoptive Parent's Leave

11.1.13 A teacher shall be eligible for adoptive parent's leave under the following conditions:

11.1.14 A teacher shall notify the Superintendent or designate before the expected date of adoption that the teacher will be applying for adoptive parent's leave. The actual date of the commencement of the leave shall be determined when the adoption date is known.

11.1.15 Adoptive parent's leave shall not exceed twelve (12) months and the teacher shall give the Superintendent or designate at least six (6) weeks' notice of the teacher's intention to return to the teacher's duties.

11.1.16 In no event shall the teacher's return to duty be delayed longer than the opening day of the school year following the teacher's request to return to duties.

11.1.17 Adoptive parent's leave shall be without pay, sickness allowances or School Division contributions to staff benefit programs, and the period of such leave shall not be counted for the granting of experience

increments.

11.2 Benefits Repayment or Repayment of Premiums During Unpaid Portion of Leave (Effective until April 30, 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 employee benefit premiums for applicable benefits provided for in the existing Collective Agreement, for a period of up to 12 months.*
- 11.2.3 *Notwithstanding Clause 11.2.2 subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

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

11.1 Maternity Leave

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*

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

11.2 Parental Leave

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

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

11.3 Salary Payment and Benefit Premium

11.3.1A *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*

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

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

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

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

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

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

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

11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of*

the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.

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

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 Temporary leave of absence with pay less the cost of a substitute may be granted by the Superintendent or designate: for personal leave for up to two (2) days per school year for personal business providing that the leave does not adversely affect the operation of the school or school district.

12.1.1 Effective as of ratification of this agreement and each year after, leave under this clause may be carried over for use in the next school year, providing a maximum of four (4) days in any one school year.

12.2 For up to and including five (5) days per school year in order that the teacher may attend a public business arising from their position as an elected official.

13. ASSOCIATION LEAVE AND SECONDMENT

13.1 *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

13.2 *Upon written request to the Superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as*

per article 13.1. Such leaves will not be unreasonably denied.

13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the Collective Agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division*

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

14. OTHER LEAVES

The School Division shall pay for an absence approved by the Superintendent or designate, pursuant to section 220(1)(d)(i) of the *Education Act*, Chapter E-0.3, 2012 where such teacher is absent:

14.1 *For not more than five (5) teaching days because of the critical illness or death of spouse, child, parent, brother, sister, parent of spouse, guardian, grandparent, and grandchild, or other relative who is a member of the teacher's household and for not more than two (2) teaching days because of the critical illness or death of a sister-in-law, brother-in-law, daughter-in-law, or son-in-law. A teacher who is absent from teacher duties under this clause may be required to provide a medical certificate stating that the illness warranted the leave of absence for attendance;*

14.2 To write an examination in an academic or professional course, or to attend a convocation for the purpose of receiving a degree or diploma at any Alberta university;

14.3 To attend an educational conference, convention or other School Division approved meeting;

14.4 While serving as a juror at a scheduled session of the court in response to a notice to attend, provided that any fee received for acting in such a capacity be paid over to the School Division;

14.5 For up to three (3) days for leave for child's arrival for natural and adoptive parents;

14.6 *For one (1) day of family needs leave with pay for "Immediate Family". "Immediate Family" is defined as spouse, child, parent, grandparent or other*

person who is a member of the teacher's household;

14.7 *One-half (1/2) day leave shall be granted without loss of pay to attend a funeral as a pallbearer; an additional half (1/2) day may be added at the discretion of the Superintendent or designate;*

14.8 The Superintendent or designate at their discretion may grant a teacher a leave of absence with pay:

a) While serving as a witness at a scheduled session of the court in response to a notice to attend, or a subpoena, provided that any fee received for acting in such capacity be paid over to the School Division, and that the teacher is not charged with any offence.

b) Due to extenuating circumstances.

14.9 Temporary leave of absence with pay less the cost of a substitute may be granted by the Superintendent or designate.

14.9.1 To teachers who are required to leave before the end of the school term to attend an educational institution for a program of summer study;

14.9.2 To teachers who wish to participate in a competitive sporting event leading to provincial or national competition to a maximum of two (2) days per year.

14.10 In addition to the foregoing, a teacher may apply for leave of absence for illness of their child or other personal reasons. The Superintendent or designate at their discretion may grant leave of absence for such a period as they deem adequate (a) with pay, or (b) with pay less the cost of a substitute, or (c) without pay.

15. CENTRAL GRIEVANCES 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, 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 Where a difference arises between the Association and the School Division as to the interpretation, application or contravention or alleged contravention of any local condition of this Agreement, or as to whether such difference can be the subject of arbitration, the Association shall have the right to present a grievance. If at any time the parties agree that the alleged violation is of a central nature, the grievance procedure shall be transferred to the central grievance procedure and the central grievance procedure time lines shall be adhered to. If the alleged violation is of a central nature and then is defined as

a local grievance, the central grievance shall be transferred to the local grievance procedure and the local grievance procedure time lines shall be adhered to. The alleged local condition violation shall be dealt with as follows:

- 16.1.1 All such grievances shall be submitted to the Superintendent or designate.
 - 16.1.2 All grievances must be presented in writing, and shall set out the nature of the difference, the article(s) of the Agreement that has allegedly been violated and the remedy sought.
 - 16.1.3 If a grievance is denied, the submitting party may advance the matter to arbitration within the limits of this article.
- 16.2 If any difference concerning the interpretation, application, operation, or an alleged violation of any local condition of the Agreement arises between the School Division and its teacher, the alleged violation shall be dealt with as follows:
- 16.2.1 A teacher who has a grievance must present it verbally to the Superintendent or designate within seven (7) operational days of the alleged violation, but in the case of salaries this is extended to fifteen (15) operational days after receipt of the salary statement. The Superintendent or designate, shall provide a verbal reply to the teacher within three (3) operational days.
 - 16.2.2 In the event that the teacher is not satisfied with the verbal reply by the Superintendent or designate, the teacher may within fifteen (15) operational days of the verbal reply prepare and deliver a written submission on the matter to the Superintendent' office. The grievor or their representative shall be permitted to attend a meeting with the Superintendent/designate to make representations in support of the grievance. This meeting shall be scheduled within ten (10) operational days from the date the teacher's submission was received by the Superintendent. The Superintendent shall prepare and deliver a written response to the teacher and the Coordinator of Teacher Welfare within ten (10) operational days from the date of the meeting noted above.
 - 16.2.3 In the event that the teacher is not satisfied with the written response by the Superintendent, or within seven (7) operational days from the date the Superintendent's responses was to be delivered, the Association may refer the matter to mediation and/or arbitration as per section 138 of the Alberta Labour Relations Code, Chapter L-1, 2000 (providing for a three person Board). The Association and the School Division shall, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board.

- 16.3 The grievance procedure time limits may be extended at any stage by mutual agreement by the parties.
- 16.4 Nothing in the grievance procedure precludes the parties from agreeing to meet to informally resolve the matter.
- 16.5 The findings and decisions of a majority of the Arbitration Board is the award of the Arbitration Board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the Chairperson governs and it shall be deemed to be the award of the Board.
- 16.6 The Arbitration Board shall not change, amend, or alter any of the terms of this Agreement. All grievances or differences submitted under this Agreement shall not depend on or involve an issue or contention by either party that is contrary to any provision of this Agreement or that involves the determination of a subject matter not covered by, or arising during the term of this Agreement.
- 16.7 Each party to the Grievance shall bear the expense of is respective appointee and the two parties shall bear equally the expenses of the Arbitration Chairperson and/or Mediator.

17. EMPLOYMENT

17.1 Information and Files

- 17.1.1 Personnel Files: Teachers shall upon notice to the Superintendent or designate be given access to the contents of their personnel files.
- 17.1.2 The School Division shall effect and keep in force a policy or policies of insurance, insuring every teacher in its employ, when acting in the course of such teacher's employment, against liability in respect of any claim for damages or personal injury.
- 17.1.3 District Policy: Any district policy changes from those detailed in the School Division's most current policy handbook, or adopted School Division minutes, affecting teachers, shall be provided to the Teacher Welfare Committee for review and with the exception of interim emergency policies, the teachers shall have the opportunity to make representations to the School Division prior to the adoption of any policy.

THE ALBERTA TEACHERS' ASSOCIATION

Per Coordinator of Teacher Welfare

THE ST. ALBERT BOARD OF EDUCATION

Per Chair

Per Superintendent

THE ST. ALBERT LOCAL ASSOCIATION NO. 73

Per President

Per Chairman, Negotiating Committee

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

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

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

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

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

Signed by the parties on October 2, 2018.

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

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

TEBA and the Association agree to establish a committee of three (3) Association and three (3) TEBA representatives to review the allowances and titles of school and 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 (WSA)

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

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

LETTERS OF UNDERSTANDING - LOCAL

LETTER OF UNDERSTANDING #9

Between

**St. Albert Public School District #5565 And
The Alberta Teachers' Association**

Letter of Understanding – Instructional Minutes

Notwithstanding Articles 8.1, where the School Division and the ATA Local No. 73 have agreed to a variation of the number of minutes set out in Article 8 to accommodate school year changes to the number of instructional days, such agreement shall be binding on the parties covered in this agreement. This should be agreed to annually by April 30.

LETTERS OF UNDERSTANDING - LOCAL

LETTER OF UNDERSTANDING #10

Between

St. Albert School Division

And

The Alberta Teachers' Association

The School Division will meet with the Local ATA President and TWC Chair to discuss the granting of administrative lieu days.

This letter expires and shall have no further force and effect as of June 30, 2020.

LETTERS OF UNDERSTANDING - LOCAL

LETTER OF UNDERSTANDING #11

Between

St. Albert School Division

And

The Alberta Teachers' Association

Substitute teachers required to attend School Division professional development days, upon prior approval of the Superintendent or designate, will be paid the daily rate as per clause 5.1.

This template is an accurate and true reflection of the list dated 2019 05 08 and the Memorandum of Agreement dated 2019 03 07.

**THE TEACHERS' SCHOOL DIVISION
BARGAINING ASSOCIATION (TEBA)**

**THE ALBERTA TEACHERS'
ASSOCIATION (Association)**
