

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 BATTLE RIVER SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

INDEX

ARTICLE	DESCRIPTION	PAGE
1.	Application/Scope.....	3
2.	Term.....	5
3.	Salary.....	8
4.	Administrator Allowances and Conditions of Practice.....	15
5.	Substitute Teachers.....	19
6.	Part Time Teachers.....	20
7.	Group Benefits.....	21
8.	Conditions of Practice.....	23
9.	Professional Development.....	25
10.	Sick Leave.....	27
11.	Maternity, Adoption and Parental Leave.....	28
12.	Private Business/General/Personal Leaves of Absence.....	34
13.	Association Leave and Secondment.....	35
14.	Other Leaves.....	36
15.	Central Grievance Procedure.....	38
16.	Local Grievance Procedure.....	43
17.	Employment.....	45
	Signature Page.....	46
	Letters of Understanding - Central.....	47
	Letter of Understanding - Local.....	56

This collective agreement is made this ____ of _____ 20__ between The Battle River 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Effective September 24, 2020, the whereas statement above is repealed and replaced by the following whereas statement:

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

WHEREAS the parties have set these matters forth in the Collective Agreement to govern the terms of employment of the said teachers.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH that in consideration of the premises and of the mutual and other covenants herein contained, the parties agree as follows:

1. APPLICATION/SCOPE

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

Effective September 24, 2020, clause 1.1 above is repealed and replaced by the following clause:

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

1.2 Excluded Positions

1.2.1 Superintendent

1.2.2 Chief Deputy Superintendent

- 1.2.3 Deputy Superintendent
- 1.2.4 Assistant Superintendent
- 1.2.5 Associate Superintendent
- 1.2.6 Manager/Director of Human Resources
- 1.2.7 Director
- 1.3 *Effective September 24, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
 - 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective September 24, 2020)*
 - 1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Divisions in any agreement with respect to central terms.*
 - 1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
 - 1.5.3. *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.*

- 1.6 *The School Division retains those residual rights of management not specifically limited by the expressed terms of the Collective Agreement.*

Effective September 24, 2020, the following clause repeals and replaces the management rights clause in 1.6 above.

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 September 24, 2020, 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 September 23, 2020)

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

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

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

2.8 Provision of Information (Effective September 24, 2020, the following clause repeals and replaces clause 2.8 above)

2.8.1 *As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their*

school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.

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

2.8.2.1 Teacher distribution by salary grid category and step as of September 30;

2.8.2.2 HSA/WSA/RRSP utilization rates;

2.8.2.3 Most recent School Division financial statement;

2.8.2.4 Total benefit premium cost;

2.8.2.5 Total substitute teacher cost; and,

2.8.2.6 Total allowances cost.

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 Except for substitute teachers, each teacher shall be paid 1/12 of their annual rate of salary per month.

3.1.2 Teachers shall have their salary payments transferred directly to their bank for deposit purposes. Staff are required to have an account available for direct deposit. The provisions of this clause shall also apply to substitute teachers.

3.1.3 Salary payments shall be made on the closest banking day on or prior to the 26 day of each month.

3.1.4 Substitute teachers shall be paid not later than the tenth day of the month following the days taught provided the necessary payroll information is submitted no later than the third calendar day of that month.

3.2 Grid

3.2.1 *The School Division shall pay all teachers the salaries as herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.*

3.2.2 *One month's salary shall be 1/12 part of the annual salary at the rate in effect that month.*

3.2.3 *The years of teacher education of a teacher and the years of teaching experience as computed in articles 3.3 and 3.4 hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Division. The following are the salary rates for each year of teacher education and each year of teaching experience.*

3.2.4 *Effective September 1st, 2018:*

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	59,402	62,858	66,769
1	62,887	66,345	70,257
2	66,374	69,833	73,741
3	69,857	73,320	77,233
4	73,350	76,807	80,720
5	76,839	80,296	84,207
6	80,323	83,781	87,695
7	83,810	87,268	91,182
8	87,304	90,762	94,670
9	90,786	94,246	98,159

10	94,276	97,733	101,646
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3.3 Education (Effective until August 31, 2019)

3.3.1 *The evaluation of teacher education for salary purposes shall be determined by the statement of qualifications issued by the Alberta Teacher Qualifications Service.*

3.3.2 *The adjustment dates for changes in salary relating to years of teacher education shall be the commencement of the school year and February 1, of each year.*

3.3.3 *Each teacher claiming additional teacher education and each teacher commencing employment with the School Division shall supply satisfactory evidence of teacher education to the School Division within 45 calendar days from commencement of the school year or from the date of commencement of employment or adjustment dates. If satisfactory evidence is not submitted within 45 calendar days, the teacher's salary shall be adjusted effective the beginning of the month following submission of satisfactory evidence. This clause shall not apply if the teacher submits a copy of the teacher's application for evaluation of teacher education to the School Division within 45 calendar days of commencement of employment or adjustment dates.*

3.3.4 *Until the teacher submits satisfactory evidence, the teacher shall be placed on the salary schedule according to the most recent Teacher Qualifications Service statement of qualifications or according to the minimum education requirements for the teacher's teaching certificate.*

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

3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*

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

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

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

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

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

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

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

3.4 Experience (Effective until August 31, 2019)

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

- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
- b) *employed as a substitute teacher within the preceding five (5) years.*

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

3.4.3 *Previously unrecognized experience gained in one school year with a School Division may be carried over for calculation of experience increments in the following school year with that same School Division.*

- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*
- 3.4.5 *A year of teaching experience shall be earned by providing service with the School Division for the equivalent of 125 school days.*
- 3.4.6 *The adjustment date for changes in the number of years allowed for teaching experience shall be at the commencement of the school year or on February 1 of each year.*
- 3.4.7 *The teacher shall be responsible to submit satisfactory evidence of teaching experience to the School Division. Satisfactory evidence shall be deemed to be documentation from School Divisions which employed the teacher. Until 45 days have elapsed from commencement of employment or until satisfactory evidence is submitted, the teacher shall be paid for experience as claimed by the teacher. If within the 45 days satisfactory evidence is not submitted, the teacher shall be paid for zero years of teaching experience and will only have the teacher's pay level adjusted effective the beginning of the month following the submission of satisfactory evidence of teaching experience.*
- 3.4.8 *Notwithstanding clause 3.4.7, if proof of written attempts to secure satisfactory evidence of teaching experience is supplied within 45 days, teaching experience shall be paid retroactively according to clause 3.4.6.*
- 3.4.9 *For the purposes of this article, school days shall mean teaching days as defined in section 205(1) of the Education Act.*

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 employers covered by PECBA. At the time of movement from another employer, the receiving employer shall assume the recognition of experience provided by the previous employer.*

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

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

3.5 Special Considerations: Vocational Teachers

3.5.1 *A vocational teacher is any teacher who has acceptable trade certification or its equivalent, a valid Alberta teaching certificate and teaching a minimum of 50 per cent in the area of trade certification.*

3.5.2 *In the case of vocational teachers, the School Division shall have the right to determine the initial grid placement as they deem reasonable and necessary. Initial grid placement shall be no less than:*

a) *One year of experience for each year of vocational experience up to a maximum of seven years; and*

b) *After the seventh year, one year of experience for every two years of vocational experience.*

3.5.3 *Vocational experience for clause 3.5.2 shall be that experience gained following the date a candidate attains journeyman status or equivalent and further, such experience must be in the vocational area that the candidate is registered in while pursuing the university vocational education program.*

3.5.4 *The gross salary of such placement shall not exceed the maximum salary for the year of teacher training for which the teacher qualifies as assessed by the evaluation authority as provided in clause 3.3.1.*

3.5.5 *Teachers teaching in an area of journeyman certification and holding journeyman's qualifications or the equivalent which have not been recognized under clause 3.3.1 shall be granted one year of teacher education for such qualifications.*

3.5.6 *Once placed on a salary schedule, vocational teachers shall in the same manner as other teachers move vertically down the grid as their experience increases and horizontally across as their years of teacher training increases.*

3.6 Other Rates of Pay

3.6.1 Except where a teacher agrees otherwise, a teacher required by the School Division to travel by automobile to two or more schools in the performance of their duties shall be reimbursed at the kilometrage rate for trustees of the School Division.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

4.1.1 When the School Division creates an administrative position not currently provided for under article 4, the School Division will negotiate an allowance with the Teacher Welfare Committee's negotiating subcommittee before advertising and filling such position. If, after 10 days from the time notice is given to the Teacher Welfare Committee, no agreement is reached, the School Division may proceed to fill the position with the understanding that the amount of the allowance will be on the bargaining table at the next round of salary negotiations.

4.2 Administration Allowances

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

4.2.1 Principal's Allowance:

4.2.1.1 *Each principal shall receive an allowance per annum, calculated according to the following table. Student count for purposes of calculated administrative allowances shall be that count as of September 30 in each school year.*

a) *Each principal will receive a base allowance of \$4,724.24, plus*

b) *first 100 students: \$103.09*

c) *next 100 students: \$28.84*

d) *next 100 students: \$28.40*

e) *next 100 students: \$25.39*

- f) next 100 students: \$24.39
- g) next 100 students: \$21.24
- h) each remaining student: \$20.94

4.2.1.2 *Effective February 1, 2018, a principal allowance shall be:*

	Allowance
<i>Baseline Allowance (1 – 399 students)</i>	<i>\$22 000</i>
<i>400 – 699 students</i>	<i>\$27 000</i>
<i>700 + students</i>	<i>\$30 000</i>

4.2.1.3 *Where the early childhood services program is part of the regular school program under the jurisdiction of the School Division, each pupil shall be counted as 0.6 of a pupil for purposes of administrative allowances.*

4.2.1.4 *Where pupils receive a portion of their instruction in a second school, each student shall be counted as 0.1 of a pupil in the count for administrative allowances in the second school. The sending school will not be reduced by any amount.*

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

4.2.2 *Assistant Principal*

4.2.2.1 *The assistant principal allowance will be 50% of the principal's allowance.*

4.2.2.2 *Where there is more than one assistant principal, a sum equal to 100 per cent of the principal's allowance shall be divided between them as agreed by the principal and assistant principals within that school. Where agreement cannot be reached, the assistant principal allowance will be divided between them in the ratio of their assigned administrative time allotment.*

4.2.2.3 *Effective September 1, 2019, the minimum allowance for assistant principals will be adjusted in accordance with current proportionality to the Principal allowance.*

4.2.3 *Division Principal's Allowance:*

4.2.3.1 *A principal seconded to act as division principal shall receive the current principal's allowance assigned to the school from which that principal was seconded.*

4.2.4 *Department Heads, Consultant and Coordinator*

a) *Department Heads: \$3,906.31*

b) *Consultant: \$5,608.36*

c) *Coordinator: \$10,946.99*

4.3 Red Circling

4.3.1 For any administrator who would experience a decrease as a result of 4.2.1.2, the School Division will maintain the higher allowance payment until the new allowance catches up with the old allowance. (Intent is to protect administrator allowance from decreasing. If allowance were to increase, the administrator would receive it.)

4.3.2 In the event that the School Division initiates the transfer of a principal or assistant principal and such transfer results in an administrative allowance that is less than the allowance the teacher currently receives, the School Division will maintain the higher allowance payment for the balance of the school year in which the transfer occurs to a maximum of three (3) school years.

4.4 Acting/Surrogate Administrators – Compensation

4.4.1 Where an assistant principal acts in place of a principal for more than five consecutive school days, the assistant principal shall receive an allowance equivalent to that of the principal's allowance for such excess period. Such designation shall terminate upon the principal's return to duty or upon the appointment of a new principal.

4.4.2 In the absence of the principal from a school where there is no assistant principal or in the absence of both the principal and assistant principal(s) from a school, a teacher shall be designated by the School Division to be acting principal and shall be paid 50 per cent of the principal's allowance should the principal or both the principal and assistant principal(s) be absent for one full school day or more, and such allowance shall be payable back to the first full day of designation. Where two teachers, each designated for one half day, be acting principal, both shall be paid 25% of the principal's allowance should the principal or both the principal and assistant principal be absent for one full school day or more. Such designation shall

terminate upon the return to duty of the principal or either the principal or assistant principal(s) or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

4.5 Teachers with Principal Designations (Effective until September 23, 2020)

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 September 24, 2020, 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 of Administration:

4.6.1.1 *In a school where there are nine or more full-time equivalent teachers including the principal, the School Division shall designate one teacher to be assistant principal. Notwithstanding this provision, the teaching staff in a school may, through a 2/3 majority vote of the principal and the teachers of the school, propose to the School Division an alternative disposition of the amount normally payable as a assistant principal's allowance to be applied to an alternate staffing arrangement at the school. Such decisions shall normally be in effect for not less than two years. Any change must be decided no later than April 30 of the year preceding the change.*

4.6.2 Lieu Days:

4.6.2.1 *Effective September 1, 2017, school-based administrators will be granted one (1) paid leave day per school year.*

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

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

5.1.2 *Effective until April 30, 2019, substitute teachers shall be paid at the rate of \$209.12 per diem, which includes four per cent vacation pay.*

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

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

5.1.5 Effective September 1, 2020, partial substitute days will be paid at the following rates:

5.1.5.1 Pre-Lunch: 60% of the full day rate

5.1.5.2 Post-Lunch: 50% of the full day rate

5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid: Payment shall be made at the daily rate for the first four consecutive school days and the fifth and subsequent days in the same school, where a substitute teacher continues to replace the same regular teacher, payment shall be made according to placement on the salary schedule.*

5.2.2 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3 Other Substitute Teacher Conditions

5.3.1 Cancellation of Assignment: Substitute teachers shall receive, at minimum, 24 hours' notice of cancellation of assignment. Cancellation occurring less than 24 hours from the commencement of assignment shall result in the substitute teacher receiving the daily rate agreed to in the initial booking.

5.3.2 Substitute teachers who provide service at a school that has a compressed week (designated four-day week schools) shall be booked as 1.20 FTE for each day worked at those schools, with a minimum booking of .60 FTE.

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*

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

6.2 *Part-time Teachers Salaries, Allowances, Leaves and Benefit Premium*

6.2.1 *Provisions of this agreement in respect of salary, allowances, leaves and benefit premiums shall be applicable to part-time teachers on a prorated basis, according to the period that actual service in the year bears to a year of full-time service.*

6.3 Other Part-time Teacher Conditions

6.3.1 Movement Between Part-Time and Full-Time Assignment

- a) Any teacher employed on a full-time (1.0 FTE) continuing contract who agrees to employment on a part-time contract shall be given a part-time continuing contract for an agreed upon period and notwithstanding section 211(2) of the Education Act, that contract shall be for a specified portion of a full-time equivalent which shall not be varied during that time except by consent.
- b) At the end of the initial or any subsequent time period the teacher shall return to a full-time contract unless, prior to May 1 of the year in question, the teacher and the School Division agree to renew the part-time contract arrangement for a new time period. Nothing in this clause precludes any change in the contract by mutual consent.
- c) If the length of the part-time contract noted in (a) above is one year or less, the teacher shall be returned to the position held prior to the part-time teaching assignment. Should that position no longer exist, the teacher shall be placed in a full-time position with the School Division. Should the teacher continue in the part-time position for more than one year, that teacher shall be placed in a full-time teaching position with the School Division upon the teacher's return to full-time service.

7. **GROUP BENEFITS**

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

7.1.1 *When enrolment and other requirements for group participation in various plans have been met, the School Division will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.*

7.1.2 *The School Division shall pay 100 per cent towards the premiums payable for the total of the following plans in which a teacher is enrolled:*

- a) *ASEBP Extended Disability Benefits, Plan D*
- b) *ASEBP Extended Health Care, Plan 1*
- c) *ASEBP Dental Care, Plan 3*
- d) *ASEBP Life Insurance, Schedule 2*
- e) *Alberta Health Care*
- f) *ASEBP Vision Care, Plan 3*
- g) *ASEBP Accidental Death and Dismemberment Plan 2*

7.1.3 *Premium contributions paid under clause 7.1.2 will be applied by the School Division in the most tax advantageous manner for the teacher.*

7.2 Group Benefits Eligibility

7.2.1 *Subject to the provisions of the master policies, all teachers appointed to the staff of the School Division after the signing of this Collective Agreement shall be required to enroll in the ASEBP plans and AHC. All teachers enrolled in the plans on the signing date of this agreement shall continue to be enrolled in the plans. A teacher may be exempted from participation in the extended health care plan and the dental care plan and the vision care plan and the AHC plan upon submitting proof of participation in these or similar plans through the teacher's spouse.*

7.2.2 *Notwithstanding clause 6.2, a part-time teacher under contract for a full-time equivalency of 0.5 or greater, shall be eligible to receive School Division contributions to health plan premiums as if the part-time teacher were a full-time teacher.*

7.3 Health Spending Account/Wellness Spending Account

7.3.1 *The School Division will establish for each eligible teacher a Health Spending Account for the use of the eligible teacher, their spouse and dependents, and administered by the Alberta School Employee Benefit Plan (ASEBP), which adheres to Canada Revenue Agency (CRA) and Income Tax Act requirements. The School Division will contribute \$550 per teacher, per year, prorated as per Clause 7.2.2 of this agreement, to such account, contributions to be made monthly. The unused balance will be carried forward to the extent permitted by the CRA. Teacher leaving the employ of the School Division for any reason will forfeit any remaining balance. In this article, "eligible teacher" means any teacher on a continuing, probationary, interim or*

temporary contract of at least five months duration. It is understood that where the School Division discontinues payment to benefit premium contributions, contributions to a health spending account will also cease.

7.3.2 *Effective September 1, 2019, the School Division's contributions will increase to \$725.*

7.3.3 *Effective September 1, 2020, the Employer shall replace the Health Spending Account with a Health Spending Account/Wellness Spending Account for all eligible teachers. All other effective provisions in clause 7.3.1 and 7.3.2 continue to apply. Each eligible teacher may allocate Health Spending Account credits to a Wellness Spending Account.*

7.4 Other Group Benefits

7.4.1 *Payments towards benefit plans by the School Division shall permit it to retain and not pass on to teachers, any rebates of premiums otherwise required under Canada Employment and Immigration Commission regulations.*

7.4.2 *Subrogation: When a teacher receives salary benefits from the School Division because the teacher has been injured through the fault of another party, the School Division has subrogation rights. This means that the teacher may be required to make a claim to recover the amount of the salary and benefits from the other party. Depending on the outcome of the teacher's claim, provided the teacher's gross recovery is equal to, or greater than, that which has been paid to the teacher by the School Division, the teacher may be obliged to reimburse the School Division for any salary and benefits that have been paid to 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 Duty Free Lunch

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

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

8.3.2 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 Plan

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

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

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

9.2 Professional Improvement Leave

9.2.1 Professional improvement leave may be granted by the School Division, on application by a teacher, for study to improve the teacher's academic or professional education or for travel or experience which is useful in improving the teacher's service.

9.2.2 To be eligible for professional improvement leave under clause 9.2.1, the teacher shall have accumulated five full-time equivalent years with the School Division.

9.2.3 A teacher who is granted professional improvement leave shall:

- a) give an undertaking in writing to return to the teacher's duties following the expiration of the teacher's leave;

- b) not resign or retire from teaching service other than by mutual agreement between the School Division and the teacher for a period of
 - i. two years after resuming duties following a leave of one year or
 - ii. up to 24 months determined by multiplying each month of leave by two after resuming duties following a leave of less than one year; and
- c) in the case of leave granted to study, provide a transcript of the program or course taken, upon return from professional improvement leave.

9.2.4 All applications for professional improvement leave shall be submitted to the School Division by February 1 preceding the school year in which the professional improvement leave is to commence.

9.2.5 The School Division shall solely determine if any professional improvement leave will be granted and thereafter, determine which applications will be granted.

9.2.6 A teacher who is granted professional improvement leave shall receive salary equivalent to 50 per cent of the salary paid to a teacher with four years of teacher education and five years of experience. Payments shall be made in accordance with clause 3.1.1. This salary calculation is based upon the rate in effect at the time the leave is taken.

9.2.7 The School Division may grant professional improvement leave for a period of less than one year. A teacher granted such leave shall receive an allowance paid at a prorated basis to the amount provided in clause 9.2.6 calculated in the ratio that the period of approved leave bears to the school term.

9.2.8 The teacher granted a professional improvement leave shall enter into an individual written agreement with the School Division as to the conditions under which the teacher shall return to the school system.

9.2.9 A teacher taking professional improvement leave up to 30 consecutive calendar days will be reinstated to the same position held prior to the leave being taken.

9.2.10 A teacher taking professional improvement leave in excess of 30 consecutive calendar days shall be entitled to return to a teaching position within the School Division.

9.2.11 Should a teacher fail to return to teaching duties or should a teacher resign or retire before completing the teacher's commitment following professional improvement leave, the teacher shall repay the amount specified in clause 9.2.6 plus interest calculated at the rate of 10 per cent.

9.2.12 No experience increment shall be earned during the period of professional improvement leave.

10. SICK LEAVE / Medical Certificates and Reporting

10.1 Sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability, in accordance with the following schedule:

- a) After one year of service - 90 calendar days.*
- b) Less than one year of service - statutory sick leave including the first eight days of the 20 not yet earned.*

10.1.1 In the event that during the first year of service:

- a) A teacher has insufficient sick leave to provide full salary during the qualifying period for Alberta School Employee Benefit Plan (ASEBP) extended disability benefits; and*
- b) The teacher is accepted by the insurance carrier as an extended disability claimant, the School Division will pay the salary of the teacher for the period of insufficient sick leave to a maximum of 90 calendar days once the teacher is accepted by the insurance carrier as an extended disability claimant and receives the first extended disability payment.*

10.2 Where a teacher is accepted onto EDB, the School Division agrees to continue with its share of premium contributions and health spending account contributions as outlined in Article 7.1 and 7.3.

10.3 During the second and subsequent years of continuous service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability for 90 calendar days.

10.4 A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident or sickness for a period of three consecutive teaching days or less shall be required to present to the principal a signed statement giving the reason for such absence, immediately upon return to teaching duties.

- 10.5 (a) *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of more than three consecutive teaching days shall be required to present a medical certificate(s).*
- (b) *Should a teacher fail to supply the medical certificate(s), the School Division may deduct 1/200 of the teacher's salary for each day absent.*
- (c) *In the event of an epidemic or pandemic, the School Division may waive the requirement to provide medical certification upon written notification to the Coordinator of Teacher Welfare of the Association.*
- 10.6 *When a teacher has been absent on sick leave in excess of 20 consecutive school days and wishes to return to work the teacher may be required by the School Division to provide medical evidence stating that the teacher is fit to perform regular duties.*
- 10.7 *Provisions of this article shall not be applicable when a teacher is on leave, with or without pay or while on strike.*
- 10.8 *Any sick leave available to a teacher shall be cancelled when a teacher leaves the employ of the School Division.*
- 10.9 *A teacher who has more than one year of continuous service and has been absent due to medical disability shall upon return to regular duty on written recommendation of a physician, be entitled to an additional sick leave benefit of 90 calendar days.*

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

- 11.1.1.1 *Maternity leave will be for a maximum of 15 weeks and will be without pay and without School Division contributions to health plan benefits except as described below.*
- 11.1.1.2 *When a teacher is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher will be eligible for one of the following options. Such absences must be supported by medical documentation.*

a) If the absence occurs prior to 10 weeks before the estimated date of delivery, the teacher will be placed on sick leave, to the extent that sick leave credits for the teacher

exists, until such point as the teacher is eligible to apply for extended disability benefits. Should the teacher not be eligible for EI maternity/parental benefits, the teacher will be eligible to access sick leave credits, to the extent that sick leave credits exist for the teacher, during the health related portion of the maternity leave.

b) If the absence occurs within the 10 week period before the estimated date of delivery, the teacher may commence her maternity leave, make application for employment insurance benefits and proceed to the School Division's 95 per cent SUB plan, or the teacher may be placed on sick leave.

11.1.1.3 No later than the date of delivery, the teacher must commence her maternity leave, make application for employment insurance benefits and proceed to the School Division's 95 per cent SUB plan.

11.1.1.4 The 95 per cent SUB plan of the School Division will provide, during the two week waiting period and while the teacher is receiving EI benefits, top up of a teacher's normal weekly earnings:

a) for a period equivalent to the number of sick leave credits available to the teacher where such credits are less than 90 calendar days or

b) for a period of 13 weeks or

c) until the teacher is eligible to apply for extended disability benefits

whichever is the shortest period.

11.1.1.5 When a teacher has been absent from work and unable to perform duties due to her pregnancy for a period of 90 consecutive calendar days, the teacher may apply for extended disability benefits.

11.1.1.6 When a teacher is on sick leave or on the School Division's SUB plan, the School Division will continue to contribute its portion of premiums for health plan benefits. When the School Division's contributions cease, the teacher will, subject to ASEBP's approval, have the option of remaining on her health plan benefits provided the teacher contributes 100 per cent of the required premiums in accordance with Article 11.2.

- 11.1.1.7 *A teacher intending on taking a maternity leave shall submit a medical certificate attesting to the expected date of delivery. A teacher who wants to commence her maternity leave should provide the School Division with as much advance notice as possible, but in no instance, less than four weeks notice.*
- 11.1.1.8 *In addition to the maternity leave period of 15 weeks, the School Division will also provide parental leave, contiguous with the maternity leave, of up to 37 weeks without pay and without School Division contributions to health plan benefits.*
- 11.1.1.9 *A teacher returning from maternity leave or additional leave under clause 11.1.1.8 should give the School Division as much advance notice as possible, but in no instance, less than four weeks notice. On return to work from maternity leave, the teacher will be provided her former position, if practicable or a comparable position. This does not imply that the teacher has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.*
- 11.1.1.10 *A teacher wishing to return to work prior to the expiration of the six week period following the delivery of the teacher's child, may be asked to provide medical documentation indicating that the teacher is medically able to return to work and perform duties with the School Division.*
- 11.1.1.11 *Should a teacher in her first year of service qualify for payment under article 10 of this agreement during her health related absence, the School Division will provide SUB payments and School Division contributions to employee benefits in lieu of sick leave in accordance with article 10, except where the teacher is ineligible for EI benefits, in which case the teacher will be paid sick leave and provided School Division contributions to her benefits in accordance with article 10.*

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

- 11.1.2.1 *Teachers are entitled to 37 weeks adoption/parental leave without pay and without benefits.*
- 11.1.2.2 *A teacher shall advise the School Division in writing of the teacher's acceptance as an adoptive parent within 4 weeks of such notification of acceptance. Such notification shall*

include any documentation from said agency confirming the applicant's acceptance. In any event, the teacher will provide the School Division with as much notice as possible for the date the leave is to commence.

11.1.2.3 *Commencement of adoption leave shall occur the day the child comes into full care of the teacher. Leave may commence earlier if agreed to by the School Division.*

11.1.2.4 *Teachers shall provide four weeks notice prior to accessing parental leave.*

11.1.2.5 *A teacher returning from adoption leave or parental leave under clause 11.1.2.1 should give the School Division as much advance notice as possible, but in no instance, less than 4 weeks notice. On return to work from adoption/parental leave, the teacher will be provided the teacher's former position, if practicable, or a comparable position. This does not imply that the teacher has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.*

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 At the commencement of maternity leave, the teacher shall be eligible for one of the following options:

11.3.2 If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.

11.3.3 If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.

a) The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.

b) The Employer shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during 13 weeks of leave.

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

11.3.5 *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 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 *In consultation with the principal, and with two weeks notice where possible, a teacher shall be granted two fully paid days personal leave per school*

year, except where there is a conflict with the operational feasibility of the school. In consultation with the superintendent, and with two weeks notice where possible, *a principal shall be granted two fully paid days personal leave per school year, except where there is a conflict with the operational feasibility of the school.*

- a) For any teacher commencing employment with the School Division after January 1 of a school year, for that school year, they shall only be entitled to one personal leave day under these provisions.
- b) Each year, each teacher shall be entitled to accumulate their unused personal leave entitlements to a maximum of five days.
- c) No teacher may utilize more than five personal leave days, under Clause 12, in any one school year.

13. ASSOCIATION LEAVE AND SECONDMENT

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

13.2 *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per Clause 13.1. Such leaves will not be unreasonably denied.*

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

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

14. OTHER LEAVES

- a. Any leave where a teacher would have to pay for their own benefits shall have the option to prepay for benefit contributions.
- b. Teachers on professional development leave or any other voluntary leave in excess of 30 calendar days shall be solely responsible for any costs or premiums relating to any benefit plans the teacher participates in under this Collective Agreement for the duration of the leave.

14.1 *Critical Illness/Compassionate Leave*

14.1.1 A Leave necessitated by critical illness or death of a spouse, child, parent, legal guardian, parent-in-law, grandparent, son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, sister-in-law, grandparent of spouse, shall be granted with full salary by the School Division as follows:

- a) Not more than five teaching days for critical illness, and*
- b) Not more than five teaching days for death.*

14.1.2 Leaves necessitated by the death of a family member, other than those listed in 14.1.1, shall be granted with full salary by the School Division for not more than two teaching days.

14.1.3 Those days referred to in clauses 14.1.1 and 14.1.2 are normally to be taken at the time of the critical illness or death. Leave may commence at an alternate time, or may be extended should additional time be required, at the discretion of the School Division.

14.2 *Family Needs Leave*

14.2.1 A teacher shall be granted three (3) days leave of absence with pay, per year, for the purpose of supporting a teacher's family member when taking care of their obligations/needs, where the assistance of the teacher is required. Any absence from the work site for family needs leave shall be recorded as such. The reduction in the entitlement for each occurrence of family needs leave shall be a minimum of one half day.

14.3 **Convocation and University Exams Leave**

14.3.1 Provided the convocation or examination day fall on a school day, a teacher is entitled to leave of absence with pay for one day for each of the following:

- a) the teacher's own convocation

- b) the convocation of the teacher's son, daughter or spouse
- c) to allow the teacher to write an examination related to their academic studies.

14.4 Service to Other Agencies

14.4.1 Upon application to the superintendent or designate, a leave of absence for Alberta Education business may be granted without loss of salary provided that an amount equal to the salary of a substitute teacher shall be paid to the School Division for each day of such leave. Leave shall not exceed three days per school year unless authorized by the superintendent or designate.

14.5 Leave for Child's Arrival

14.5.1 A teacher shall be granted two days leave, with pay and benefits, to be present at the birth of the teacher's child.

14.5.2 A teacher shall be granted two days leave, with pay and benefits, for the adoption of their child. Such leave shall normally occur at the time the child comes into full care of the teacher. Leave may commence at an alternate time, if agreed to by the School Division.

14.6 Jury Duty and Court Appearance Leave

14.6.1 Leave of absence without loss of salary shall be granted

- a) for jury duty or any summons related thereto;
- b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, provided that the teacher remits to the School Division any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body. In a court case between the Association and the School Division where the court subpoenas a teacher to testify against the School Division, the Association will reimburse the School Division for the teacher's salary.

14.7 Impassable Roads/Inclement Weather:

14.7.1 A teacher who, despite reasonable effort, is unable to travel to the teacher's school from the teacher's usual place of residence because of (a) inclement weather; (b) impassable road conditions; or (c) the failure of transportation facilities other than the teacher's own, is entitled to the teacher's salary for the periods of absence so occasioned.

14.8 Discretionary leave

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

15. CENTRAL GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

15.7 *The written notice shall contain the following:*

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

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

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

d) The remedy requested.

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

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

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

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

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

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

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

- 15.14 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected School Division rectify any failure to comply with the collective agreement.*
 - b) *An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
 - c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.15 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
 - b) *Any affected School Division.*
 - c) *Teachers covered by the collective agreement who are affected by the award.*
- 15.16 *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*
- 15.1 *Effective May 1, 2019, this procedure applies to differences:*
- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
 - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
 - c) *where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this Collective Agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this Collective Agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*
- 15.5 *For the purposes of this Article, written communication may be provided by email.*

- 15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.*
- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*
- 15.8 *Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
 - b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.9 *The written notice shall contain the following:*
- a) A statement of the facts giving rise to the difference,*
 - b) The central item or items relevant to the difference,*
 - c) The central item or items and the non-central item or items, where the difference involves both, and*
 - d) The remedy requested.*
- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the*

Association when a representative of the School Division affected by the difference is attending a central grievance hearing.

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

15.17 *The award of the Arbitration Board is binding on:*

a) *TEBA and the Association.*

b) *Any affected school division.*

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

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

16.1.1a) Such a difference (hereinafter called "a grievance") shall first be submitted in writing to the superintendent of the School Division and to the Teacher Welfare Committee Chair of the Local and the Coordinator of Teacher Welfare of the Association as the case may be. Such written submission shall be made within 15 days from the date of the incident giving rise to the grievance or from the date the grievor first has knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the articles of the Collective Agreement which it is alleged have been violated and the remedy sought.

b) Both the employee and/or the School Division and/or their representatives shall meet to resolve the grievance within 10 days of the receipt of the grievance notice.

c) In the event that the grievance concerns matters of salary, the School Division agrees to provide relevant payroll records if requested by the grievor or the grievor's representative.

16.2 In the event that the grievance is not settled within 15 days after the date of submission of the grievance in accordance with the above procedure, then either party may, by written notice served on the other party, require the

establishment of an arbitration board as hereinafter provided. Such notice must be given within a reasonable period of time.

16.3 Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and shall so inform the other party of its appointee. The two members so appointed shall within five days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint a chairman, either party may request the Director of Mediation Services to make the necessary appointment.

16.3.1 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.

16.4 The arbitration board shall not change, amend or alter any of the terms of the Collective Agreement. All grievances or differences submitted shall present an arbitrable issue under this Collective Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Collective Agreement or that involves the determination of a subject matter not covered by or arising during the term of this Collective Agreement.

16.5 The finding and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairman governs and it shall be deemed to be the award of the arbitration board.

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

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

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

16.8 In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the board) the grieving party fails to take the actions specified and within the time limits specified, the grievance shall be deemed to be at an end.

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

17. EMPLOYMENT

17.1 Transfers:

17.1.1 When the School Division requests a teacher to transfer to another school, except where the transfer is necessitated by a staff reduction, the School Division shall reimburse the teacher, to the maximum of \$2,000, household moving expenses necessarily incurred by the teacher provided that the transfer requires a change of residence. This clause is subject to the following:

- a) prior School Division approval of moving expenses is obtained.
- b) the minimum moving distance is 20 kilometres or greater,
- c) the move must be within 25 kilometres of the designated school community; and
- d) the move is completed within 12 months of the teacher being notified of the transfer.

17.1.2 Prior to a transfer, the superintendent or designate will meet with the teacher being considered for transfer.

17.1.3 Teachers who are involuntarily transferred to another school shall be entitled to meet the Superintendent of Schools prior to said transfer, and receive orally, the reasons for the transfer.

17.1.4 If during the current school year a teacher is transferred, the teacher will be provided a minimum of one day of non-instructional time to prepare for the new assignment.

17.1.5 Where a teacher has not requested a transfer and has been transferred by the School Division to a school in a community more than 25 kilometres from the last school assignment during the current school year, the teacher will be paid a kilometre allowance for the return distance between the two schools in question, for a period not to exceed 60 calendar days, from the time of transfer notice. The kilometer allowance shall be based upon the rate used for trustees of the School Division.

17.2 Probationary Teachers' Notice: The superintendent of schools shall endeavor to provide written notification to a teacher not in receipt of a continuing contract by June 1 as to whether or not the teacher will be offered a continuing contract.

**THE ALBERTA TEACHERS'
ASSOCIATION**

BATTLE RIVER REGIONAL DIVISION

Coordinator, Teacher Welfare

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

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

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

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

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

Signed by the parties on October 2, 2018.

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

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

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

LETTER OF UNDERSTANDING - LOCAL

Letter of Understanding #9

A teacher, who is 65 years of age or older, and is under contract with the School Division is no longer eligible for benefits with the Alberta School Employee Benefit Plan. As a result, the School Division agrees to pay the teacher the total value of the premium contributions associated with the benefit plan as provided in article 7 and the same proration method as provided in clauses 6.2 and 7.2.2