

COLLECTIVE AGREEMENT

BETWEEN

THE CLEARVIEW SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

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This collective agreement is made this ____ of _____ 20__ between The Clearview School Division (School Division) and the Alberta Teachers' Association (Association).

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

Effective June 26, 2020, the whereas statement above is repealed and replaced by the following whereas statement: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 terms and conditions of employment and salaries have been the subject of negotiations between the parties, and

NOW THEREFORE THIS 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.

1.1.1 The matters negotiated by the parties in respect of the salaries and the terms and conditions of the teachers' employment with the School Division are governed by the provisions of this agreement and any statutory provisions relating thereto.

Effective June 26, 2020, clauses 1.1 and 1.1.1 above are repealed and replaced by the following clause: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 Deputy or assistant superintendents
 - 1.2.3 Director of inclusive education
 - 1.2.4 Director of technology services
- 1.3 *Effective June 26, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
 - 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective June 26, 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 terms of this agreement.*

Effective June 26, 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 June 26, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

1.11 **Structural Provisions**

1.11.1 **Teacher-Board Liaison Committee**

- 1.11.1.1 Clearview will offer to meet at least twice per year with up to four Association representatives (one of which will be the Association local president) to discuss areas of mutual interest. A terms of reference for the committee will be established for the committee in consultation with the Association.

2. TERM

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

2.2 List Bargaining

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

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

2.3 Central Matters Bargaining

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

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

2.4 Local Bargaining

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

2.4.2 *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

2.5 Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6 Meet and Exchange

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

2.7 Opening with Mutual Agreement

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

2.8 Provision of Information (Effective until June 26, 2020)

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

- d) *Total benefit premium cost;*
- e) *Total substitute teacher cost; and*
- f) *Total allowances cost.*

2.8 *Provision of Information (Effective June 26, 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 one-twelfth of their annual rate of salary on the twenty-seventh day of each month. In the event that the twenty-seventh day falls on a non-banking day then payment shall be made on the last banking day preceding the twenty-seventh. In the month of December,

payment shall be made not later than two clear banking days prior to the Christmas vacation.

- 3.1.2 Salary payments to all teachers and substitute teachers shall be processed by “Electronic Direct Deposit” to the bank account specified by the teacher.
- 3.1.3 Substitute teachers shall be paid not later than the fifteenth day of the month following, provided the necessary payroll information is submitted no later than the third teaching day of the month following the days taught.

3.2 Grid

- 3.2.1 *The School Division shall pay all teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are “per annum” unless specifically stated otherwise. One month salary shall be one-twelfth part of the annual salary at the rate in effect that month.*
- 3.2.2 *The number of years of teacher education and the years of teaching experience, as computed according to this agreement, shall together determine the basic salary rate of each teacher employed by the School Division.*
- 3.2.3 *The following salary schedule shall be effective for the term of this agreement.*

Years of Teacher Experience	Years of Education		
	Four	Five	Six
0	\$58,747	\$62,259	\$65,880
1	\$62,159	\$65,670	\$69,299
2	\$65,574	\$69,092	\$72,712
3	\$68,990	\$72,501	\$76,125
4	\$72,401	\$75,911	\$79,537
5	\$75,988	\$79,507	\$83,124
6	\$79,573	\$83,088	\$86,714
7	\$83,162	\$86,676	\$90,300
8	\$86,749	\$90,260	\$93,887

Years of Teacher Experience	Years of Education		
	Four	Five	Six
9	\$90,334	\$93,846	\$97,472
10	\$93,917	\$97,434	\$101,061

3.3 Education (Effective until August 31, 2019)

- 3.3.1 *The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by The Alberta Teachers' Association Teacher Qualifications Service in accordance with the principles and policies established by the Teacher Salary Qualifications Board pursuant to the Memorandum of Agreement dated March 23, 1967, among the Department of Education, The Association and the Alberta School Trustees' Association.*
- 3.3.2 *The adjustment dates for changes in the allowance for university education are September 1, and February 1.*
- 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 90 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 90 calendar days, 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 application for evaluation of teacher education to the School Division within 60 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 acceptable statements 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 *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.*
- 3.4.3 *Provisions 3.4.1 and 3.4.2 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.*
- 3.4.4 *A year of teaching experience shall be earned by teachers providing service for at least the equivalent of 125 school days with the School Division.*
- 3.4.5 *The number of years of teaching experience earned by a teacher prior to engagement by the School Division is granted as if it had been teaching experience in schools under the Board's jurisdiction.*
- 3.4.6 *No teacher shall receive increments for experience gained while not holding a valid teaching certificate.*
- 3.4.7 *The adjustment date for changes in the number of increments allowed for teaching experience shall be at the commencement of the school year, or February 1.*
- 3.4.8 *The teacher shall be responsible to submit satisfactory evidence of teaching experience to the School Division from other previous employer(s).*
- 3.4.9 *Proof of previous experience or proof of having applied for same must be submitted to the School Division within 60 calendar days of commencement of employment, the first day of school of each school year or February 1, whichever is applicable.*
- 3.4.9.1 *If such evidence is submitted within the 60 calendar days, salary shall be paid according to this experience effective the date of commencement of the school year or the date of commencement of employment or February 1, whichever is applicable.*
- 3.4.9.2 *If such evidence is not submitted within the aforementioned 60 days, the teacher shall be placed in the salary schedule according to the most recent acceptable statement of experience or at the minimum of*

the category according to years of university education, and salary shall be adjusted effective the beginning of the month following submission of such evidence.

3.4.10 A teacher shall not receive more than one increment per year regardless of circumstances.

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 an Alberta Journeyman Certificate or its equivalent and a valid Alberta teaching certificate.

- 3.5.2 *In the case of vocational teachers, the School Division shall have the right to determine the initial incremental placement on the Salary Grid.*
- 3.5.3 *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 Service Outside the Operational Days

- 3.6.1.1 A teacher regularly assigned to classroom duties who is requested by the School Division to render service in excess of days not otherwise identified on the operating calendar as operational days, shall be paid or be provided a day in lieu at the rate of 1/200 of the rate of their total salary for each day they are so employed in excess of two hundred (200) days, or 1/400 per half (1/2) day (less than three (3) hours). Where requests are made they shall be in writing or electronic mail and will identify the provision for pay or day in lieu of pay.

3.7 Other Allowances

- 3.7.1 Multiple Locations Allowance: Teachers required to teach in two or more schools in one day shall be paid mileage or travel allowance at the same rate as other School Division personnel.
- 3.7.2 Teachers' Convention Honorarium: A teacher who is engaged by Alberta Teachers' Association Convention Association as a speaker shall notify the Superintendent of such, and be entitled to retain any honorarium and/or stipend provided by the Convention Association in addition to their regular salary and allowances for that day.

3.8 Temporary/Probationary Teachers' Notice

- 3.8.1 The School Division will generally and normally provide notice of contract continuation to temporary and probationary teachers by May 31st of each year for the following school year.
- 3.8.2 Where such notice is not possible or advisable at the sole discretion of the School Division, the School Division will (prior to May 31) communicate a revised timeline for that particular year to affected teachers and the ATA, as well as reasons for the revised timeline.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

4.1.1 The School Division may create or fill administrative positions other than those specifically enumerated in clause 4.2.5 hereof, provided that additional allowances are negotiated with the Local Teacher Welfare negotiating subcommittee before advertising and filling such positions. If after 10 days from the time notice is given to the 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

4.2.1 *The pupil count for purposes of administration and administrative allowances shall be made on September 30 of each year and to be effective on commencement of the current school year.*

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

4.2.3 **Principal's Allowances**

4.2.3.1 *Where a school has 150 or less students:*

4.2.3.1.1 *16% of MAX (Category 6)*

4.2.3.1.2 *If the Principal would receive a greater allowance under the calculation for a school with more than 150 students (Article 4.2.3.2), the allowance for the Principal will be calculated using the allowance with a school more than 150 students.*

4.2.3.2 *Where a school has more than 150 students:*

4.2.3.2.1 *Minimum allowance for the first 100 students:
13.5% of MAX (Category 6), plus*

<i>Per student allowance for 101 to 150 students</i>	<i>\$82.07</i>
<i>Per student allowance for 151 to 300 students</i>	<i>\$29.84</i>
<i>Per student allowance thereafter</i>	<i>\$23.86</i>

4.2.3.3 *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.*

4.2.4 **Vice-Principal Allowances:** *Administrative allowance amounting to 50 percent of the allowance received by a principal in accordance with clause 4.2.3 shall be paid to each vice-principal. Where the School Division has designated a senior or first vice-principal, the senior or first vice-principal shall receive an administrative allowance amounting to 60 percent of the allowance received by the principal. The pupil count for a vice-principal shall be the same as the count for the principal.*

4.2.4.1 *Effective September 1, 2019, the minimum allowance for Vice-Principal will be adjusted in accordance with current proportionality to the Principal allowance.*

4.2.5 *In addition to the salary, specified in 3.2.3, there shall be paid additional allowances for other designated administrative positions as follows:*

4.2.5.1 **Coordinators:** *10.5% of MAX (Category 6)*

4.2.5.2 **Teachers of Hutterite Colony Schools:** *6% of MAX (Category 6)*

4.2.5.3 **Teachers of Outreach Schools:** *6% of MAX (Category 6)*

4.2.5.3.1 *The parties agree that the allowance for outreach teachers will be prorated based on their assignment at the outreach school. The teacher assigned to an outreach school shall receive a minimum of 25% of the outreach allowance based on a full-time assignment.*

4.2.5.4 **Department Heads:** *4% of MAX (Category 6)*

4.3 Acting Administrators – Compensation

4.3.1 When, in the absence of the principal, the vice-principal acts in the principal's place for a period of five (5) or more consecutive days, the vice-principal shall assume the position of acting principal and shall receive an allowance equivalent to that of the principal for the period from and including the sixth day until the return of the regular principal.

- 4.3.2 In the absence of the principal from a school where there is no vice-principal or in the absence of both the principal and vice-principal(s) from a school, a teacher shall be designated by the School Division to be acting principal and shall be paid:
- 4.3.2.1 25 percent of 1/200 of the principal's allowance on each of the first, second, and third acting day; and
 - 4.3.2.2 50 percent of 1/200 of the principal's allowance on the fourth acting day and consecutive acting days thereafter, and retroactive to the "First Day" (replacing the 25 percent).
 - 4.3.2.3 Such designation shall terminate upon the return to duty of the principal or either the principal or vice-principal(s), or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

4.4 Teachers with Principal Designations (Effective until June 26, 2020)

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

4.4 Teachers with Principal Designations (Effective June 26, 2020, the following repeals and replaces clause 4.4. above)

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

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

4.5 Other Administrator Conditions

4.5.1 **Allocation and Appointment of Administration:** In a school where there are nine or more teachers including the principal, the School Division shall designate one teacher to be vice-principal, unless an alternative administrative designation is deemed to be more practical after consultation and agreement between the School Division and the principal of the school concerned.

4.5.2 **Vacation and Work Schedule:** Any teacher who is in receipt of an administrative allowance as provided in clause 4 shall accept the responsibility for having their school units operational on the commencement day of each school term, semester, or other division of the school year.

4.5.3 **Lieu Days:**

Principals shall receive two (2) days in lieu per operating year as recognition for time worked outside of the approved school calendar. These days are not subject to carry-over or payout.

Vice-Principals shall receive 50% of the principal lieu days entitled to the school principal. Lieu days will be provided based on the same eligibility and guidelines as for school principals.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 Substitute teachers shall be paid, including vacation pay, the rate of:

<i>Full Day (Effective until April 30, 2019)</i>	\$196.11
A.M.	\$117.67
P.M.	\$98.05

5.1.2 *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 and as follows:*

<i>Full Day (Effective May 1, 2019)</i>	\$212.00
A.M.	\$127.20
P.M.	\$106.00

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

5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid: When a substitute teacher has taught for more than four days consecutively in one position, the substitute shall be placed on the salary grid in accordance with the substitute teacher's years of training and experience, such placement to be effective from the fifth day of service in that position.*

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

5.3 Other Substitute Teacher Conditions

5.3.1 **Booking of Substitutes:** When a substitute teacher is required for a period in excess of four consecutive teaching days in the same teaching assignment, the same substitute teacher shall be retained unless unwilling to continue the assignment.

- 5.3.2 **Cancellation of Assignment:** Where a substitute teacher receives less than 12 hours' notice for cancellation, they will be compensated with pay for the time that they were originally booked for.
- 5.3.3 **Travel Compensation to Colony and Rural Schools:** Where a substitute teacher lives more than 50 km from the school they will report to, and the substitute teacher travels more than 100 km to report to the school and return home, the substitute teacher shall receive a 10% increase to the per diem rate to compensate for travel. This only applies to the first four consecutive teaching days in the same teaching assignment unless otherwise determined solely by the School Division to continue. This provision does not apply to teachers under probationary, interim, temporary or continuous contracts.
- 5.3.4 **Compensation for Occupational Health and Safety Training:** Substitute teachers will be compensated for Occupational Health and Safety training required by the School Division. The School Division will either provide training in 1.0 day or 0.5 day increments and provide compensation in 1.0 or 0.5 day increments respectively **or** assign courses on a monthly basis and provide compensation in 1.0 or 0.5 day increments once the hours of completed training equal 6.0 or 3.0 hours respectively and as reasonably determined.

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*

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

- 6.3 *Part-time Teachers Benefits and Proration*

- 6.3.1 *Provisions of this agreement in respect of benefit premiums as per clause 7.1.2 shall be applicable to part-time teachers on a prorated basis, who shall receive only that portion of benefit premiums that the period of actual service in the year bears to a year of 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 contribute toward the costs of the various premiums as follows:*
- 7.1.2.1 *ASEBP Extended Disability Benefits, Plan D, Life and Accidental Death and Dismemberment Insurance, Plan 2 – 100 percent of each teacher’s monthly premium.*
 - 7.1.2.2 *ASEBP Extended Health Care Plan 1 – 100 percent of each teacher’s monthly premium.*
 - 7.1.2.3 *ASEBP Dental Care Plan 3 – 100 percent of each teacher’s monthly premium.*
 - 7.1.2.4 *Alberta Health Care – 100 percent of each teacher’s monthly premium.*
 - 7.1.2.5 *ASEBP Vision Care Plan 3 – 100 percent of each teacher’s monthly premium.*

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 enrol 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, the Dental Plan, Vision Care Plan and the AHC plan upon submitting proof of participation in these or similar plans through their spouse.*
- 7.2.2 *The School Division’s contribution to health plan benefits will be paid when a teacher is absent from work for short term absences of*

less than thirty (30) calendar days, sick leave to a maximum of ninety (90) calendar days, and if the teacher is eligible for extended disability benefits with ASEBP to a maximum of two years, and health related maternity leave to a maximum of ninety (90) calendar days. For all other absences, the payment of the full cost of premium contributions will be the responsibility of the teacher.

7.3 Health Spending Account

- 7.3.1 *The School Division will provide a Health Spending Account (HSA) which adheres to Canada Revenue Agency (CRA) requirements, by making monthly contributions based on the FTE assignment for each Teacher covered by a probationary, temporary, or continuous contract covering a duration of five months. The annual contribution by the School Division for a full time teacher will be \$300. The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance. The School Division agrees that the HSA will be administered by the current carrier, which could change from time to time, and will be administered strictly within the terms of the collective agreement.*
- 7.3.2 *Effective September 1, 2019, the annual HSA credits will increase to \$725.*
- 7.3.3 *Effective September 1, 2020, individual teachers may elect annually to divide their HSA entitlement (\$725 or the prorated amount as per clause 6.3) between a Health Spending Account and Wellness Account, in accordance with ASEBP and Canada Revenue Agency guidelines.*

7.4 Other Group Benefits

- 7.4.1 *Employment Insurance Premium Reduction: 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 (previously Unemployment Insurance Commission) regulations.*

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) kilometres. 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) kilometre 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.*

8.4 Other Conditions of Practice

- 8.4.1 *Teachers shall be assigned duties for not more than 200 days in any school year.*

8.5 New Teacher Orientation

- 8.5.1 Teachers who attend new teacher orientation on days not otherwise identified on the operating calendar as operational days shall receive either: 1/200 of their annual salary for each day or a day in lieu. New teachers shall have their benefits commence on the first day reporting for employment and where the teacher is present on the first day of employment, and/or have made reasonable efforts to attend work on that day. Payment or provision of a lieu day shall be in 1/2 day or full day increments.

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 *Sabbatical Leave*

- 9.2.1 Sabbatical leave shall mean leave of absence granted by the School Division on application by the teacher for the following reasons:
 - 9.2.1.1 Study approved by the School Division for improving the teacher's academic or professional education;
 - 9.2.1.2 Travel or experience which has been approved by the School Division as being useful in improving the teacher's service.
- 9.2.2 To be eligible for sabbatical leave under clause 9.2.1.1 or 9.2.1.2, the teacher shall have served the School Division for five years.
- 9.2.3 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to their duties following expiration of the leave and shall not resign or retire from teaching service other than by mutual agreement between the School Division and the teacher for a period of at least two years after resuming their duties.
- 9.2.4 A teacher granted sabbatical 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.
- 9.2.5 All applications for sabbatical leave shall be submitted to the School Division by March 1 preceding the school year in which sabbatical leave is commenced.
- 9.2.6 The School Division shall, after reviewing the applications for sabbatical leave, determine both the number and the persons to be

granted such leave, after considering the seniority of each applicant and the interests of the school system.

9.2.7 A teacher who is granted sabbatical leave for the year shall receive a salary of 50 percent of category 4, step 5 for that year. Payments shall be made in equal monthly installments on the last day of the month. The total allowance is that rate in effect at the time of granting the leave.

9.2.8 The School Division may grant a sabbatical leave for a period of less than one year but greater than one month. A teacher granted such leave shall receive an allowance prorated to the amount provided in clause 9.2.7 calculated in the ratio that the period of approved leave bears to one year.

9.2.9 Upon resumption of duties, a teacher shall be returned to a position no less favorable than the one which the teacher enjoyed before the leave was taken.

10. SICK LEAVE

10.1 *In the first year of service with the School Division, a teacher shall be entitled to sick leave as follows:*

10.1.1 *An accumulation of the maximum statutory sick leave of 20 days accumulated at two days per month.*

10.1.2 *Should sick leave exceed the number of days of sick leave entitlement, resulting in salary deduction, subsequent accumulated sick leave entitlement, to a maximum of 20 days, in the same school year shall be applied and any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*

10.2 *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.*

10.3 *A teacher who has more than one year of continuous service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of 90 calendar days. When a teacher has been on sick leave 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 their duties on a full-time continuous basis prior to return to work.*

- 10.4 *Provisions of the sick leave shall be suspended and the benefits of the ASEBP Extended Disability Benefits shall apply where a teacher is so eligible for these ASEBP benefits.*
- 10.5 *Where a teacher returns to work following a period of disability during which extended disability benefits are paid and, within six (6) months of returning to work the teacher ceases working because of the same disabling conditions or within one (1) month of returning to work the teacher ceases working because of a different disabling condition, the provisions of the ASEBP Extended Disability Benefits shall apply and not the provisions of the sick leave article.*
- 10.6 *Provisions of this article shall not be applicable when a teacher is on other special leaves, with or without pay, or while on strike.*
- 10.7 *When a teacher leaves the employ of the School Division, all accumulated sick leave shall be canceled.*

Medical Certificates and Reporting

- 10.8 *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 may be required to present medical certificates.*
- 10.9 *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of three teaching days or less may be required to present a signed statement giving the reason for such absence.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

Maternity Leave (Effective for maternity leaves that commenced before May 1, 2019)

- 11.1 *Maternity Leave shall be for a period of up to 18 weeks.*
- 11.2 *The health related portion of each teacher's maternity leave shall be as determined by medical documentation as required by the School Division.*
- 11.3 *The School Division agrees to implement a 95% Supplementary Unemployment Benefits plan which each teacher shall access for pay during the health related portion of her maternity leave.*
- 11.4 *The School Division shall pay its portion of each teacher's benefit plan premiums during the health related portion of her maternity leave. The remainder of the maternity leave not covered by the health related portion shall be without pay and School Division contribution to benefit premiums.*

The School Division agrees to supplement EI benefits for a maximum of 13 weeks or for the period equivalent to sick leave entitlement, whichever is less. The School Division shall advise each teacher to apply for ASEBP Extended Disability Benefits at least 30 days in advance of her expected eligibility for such benefit. After 90 consecutive calendar days of disability no further salary, benefit contributions, or supplementation of EI benefits shall be payable by the School Division.

- 11.5 *Each teacher shall endeavor to notify the School Division of her leave requirements three months in advance, however, she shall give the School Division at least two weeks notice of the day on which she intends to commence maternity leave. Such notice shall be in writing. Maternity leave shall commence no later than the date of birth of the child.*
- 11.6 *Prior to the leave commencing, each teacher shall endeavor to provide the School Division with the date she plans on returning to work, however, she shall give the School Division at least two weeks notice of the day on which she intends to return to work. Such notice shall be in writing.*
- 11.7 *Each teacher returning from maternity leave may be required to produce a medical statement before returning to work.*
- 11.8 *A teacher shall be required to submit a medical certificate in order to have EI benefits supplemented.*
- 11.9 *Teachers returning from maternity leave shall be returned to the position held at the commencement of the leave. This does not imply that a teacher on leave has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.*

Parental/Adoption Leave (Effective parental/adoption leaves that commenced before May 1, 2019)

- 11.10 *In the case of adoption the teacher shall inform the Superintendent of application for adoption and notify the Superintendent as soon as notice of adoption becomes available.*
- 11.11 *Teachers shall be eligible for Parental/Adoption Leave for a period of up to twelve months and such leave shall be without pay and School Division contributions to benefit premiums.*
- 11.12 *Where Parental/Adoption Leave is taken in conjunction with Maternity Leave, the combined total leave shall not exceed twelve months.*
- 11.13 *The date of commencement of the leave under this section shall be determined, three months in advance, between the Teacher and the Superintendent. However, the teacher shall give the School Division at least*

two weeks written notice of the day on which the parental leave is to commence.

- 11.14 *Return from Parental/Adoption Leave shall occur with a minimum of four weeks notice or at such other time as mutually agreed by the Teacher and the Superintendent.*
- 11.15 *Teachers returning from Parental/Adoption Leave shall be returned to the position held at the commencement of the leave or one of a comparable nature. This does not imply that a Teacher on leave has any advantage or disadvantage in the event that staff reductions or program changes become necessary in a particular school.*
- 11.16 *Parental/Adoption Leave shall not be considered teaching experience for the purpose of granting a salary increment.*

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

- 11.17 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.18 *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.*
- 11.19 *Notwithstanding Clause 11.18, 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.*
- 11.20 *A teacher who commits to Clause 11.19 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.*
- 11.21 *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.*

- 11.22 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under Clause 11.19 the teacher is not eligible to reapply for additional consideration under Clause 11.19.*

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

11.1 Maternity Leave

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

11.2 Parental Leave

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*

- 11.2.3 *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

11.3 Salary Payment and Benefit Premium

- 11.3.1A *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2A *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3A *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4A *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5A *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending*

Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of a of parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*
- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

12. PERSONAL LEAVES OF ABSENCE

- 12.1 *In consultation with the principal and with two weeks notice where possible, a teacher shall be granted two days personal leave per school year, except where circumstances put such a leave in conflict with the interests of the school. In consultation with the Superintendent and with two weeks notice where possible, a principal shall be granted two days personal leave per*

school year, except where circumstances put such a leave in conflict with the interests of the school.

- 12.2 These days may be used to extend a holiday period or long weekend at the discretion of the teacher's, or the principal's, immediate supervisor.
- 12.3 For any teacher under contract for 60 days or fewer in a school year, the provisions of clause 12 do not apply.
- 12.4 Any teacher under contract for 61 to 129 days in a school year shall be granted two half day personal leaves per school year.
- 12.5 Each teacher shall be entitled to accumulate up to two unused personal leave days per year, to a maximum of five days which may be used in any one school year.
- 12.6 Each teacher under contract for 61 to 129 days shall be entitled to accumulate up to two unused half day personal leaves per year, to a maximum of five half days, which may be used in any one school year.
- 12.7 Non-cumulative personal leave days shall be accessed first.
- 12.8 No teacher, or principal, 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 teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized leave of absence approved by the School Division pursuant to Section 220(1)(d)(i) of the *Education Act*, where such teacher is absent:

14.1 Critical Illness or Death Leave

- 14.1.1 *For not more than five teaching days for each occurrence because of the critical illness or death of spouse, child, son-in-law or daughter-in-law, parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law, step-parents, step-children, or a relative who is a member of the teacher's household and up to one teaching day to attend the funeral of aunts, uncles, nieces or nephews of the teacher or the teacher's spouse.*

14.2 Family Needs Leave

- 14.2.1 *A Family Needs day may be taken with pay and benefits per school calendar year for the purpose of supporting a teacher's spouse, child, parent (or spouse's parent), or grandparent (or spouse's grandparent) when taking care of family obligations/needs where the assistance of the teacher is required.*
- 14.2.2 *Where a teacher has entitlement to accrue two (2.0) full-day Personal Leave in accordance with Article 12, the teacher shall be granted two (2.0) days Family Needs leave of absence.*
- 14.2.3 *Where a teacher has entitlement to accrue two (2.0) half-day Personal Leave days in accordance with Article 12, the teacher shall be granted one day (1.0) day Family Needs leave of absence.*
- 14.2.4 *Family Needs leaves must be taken in half-day (0.5) increments.*
- 14.2.5 *These days are not subject to carry-over or payout.*

14.3 Travel

The following shall be provided as paid leave at full salary with no deduction made for the cost of a substitute:

14.3.1 Because, despite reasonable effort, the teacher is unable to travel to their school from their usual place of residence because of:

14.3.1.1 inclement weather,

14.3.1.2 impassable road conditions, or

14.3.1.3 the failure of transportation facilities other than the teacher's own.

14.3.1.4 Notwithstanding 14.3, a teacher will be entitled to the benefit of clause 14.3 only if the teacher's usual place of residence is within the jurisdiction of the School Division in which the teacher's school is located or if the teacher lives outside the jurisdiction of the School Division to a maximum of fifty (50) kilometres from the school in which the teacher teaches.

14.4 Convocation

The following shall be provided as paid leave at full salary with no deduction made for the cost of a substitute:

14.4.1 For the period of one day necessary to attend convocation at a post-secondary institution at which the teacher or the teacher's son, daughter, or spouse is graduating.

14.5 Birth or Adoption

14.5.1 Upon request, one (1) day of leave with pay may be used by the employee to attend the birth of their child, and one (1) day with pay to attend to the release from hospital of the child, and one (1) day with pay to take custody of their legally adopted child.

14.6 Jury Duty or Subpoena

14.6.1 When a teacher is required to serve on a jury or is subpoenaed to appear in the courts as a witness, the School Division will continue to pay the teacher full salary provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses)

received by the teacher from the courts is remitted to the School Division.

14.7 Discretionary Leave

14.7.1 Additional leaves of absence may be granted by the School Division without pay and without benefits, without pay and with benefits, with pay and without benefits, or with pay and with 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.*

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

- 15.1 *Effective May 1, 2019, this procedure applies to differences:*
- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
 - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
 - c) *where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this Collective Agreement.*

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

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

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

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

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

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

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

16.1.1 Step "A"

Such difference (hereinafter called "a grievance") shall be promptly submitted in writing to the following:

- the Secretary-Treasurer of the School Division
- the Chairperson of the Local Association's Teacher Welfare Committee
- the Secretary of the Local of the Association and

- the Coordinator of Teacher Welfare of the Association.

Such written submission shall be made within 30 days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the articles of this agreement which it is alleged have been violated and the remedy sought. It shall be the responsibility of the respondent of the grievance to arrange a meeting with the grievor or representative of the grievor within 10 days of receiving notice of the grievance.

16.1.2 Step “B”

In the event the grievance is not settled within 15 days after the date of submission of the grievance in accordance with Step “A”, then on or before a further five days have elapsed from the expiration of the aforesaid 15 day time period, the grievance shall be referred in writing by the grievor specifically to the Grievance Committee. The notice of referral shall be sent to the following:

- the Chair of the Boards’ grievance committee
- the Chairperson of the Local Association’s Teacher Welfare Committee
- the Coordinator of Teacher Welfare of the Association and
- the Secretary-Treasurer of the School Division.

Such grievance committee shall be composed of two School Division members appointed by the School Division. The grievance committee shall render its decision in respect of the grievance within 21 days following the receipt of the submission.

16.1.3 Step “C”

In the event the grievance committee does not meet within 21 days following the receipt of the submission or in the event the grievance is not resolved within the said time, then either party may by written notice require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 10 days after the aforesaid 21 day time limit expires or if the grievance committee fails to render a majority decision.

- 16.2 Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and the two members shall endeavour to select an independent chairman.

- 16.3 If the two members fail to select a chairman within five days after the day on which the latter of the two members is appointed, they shall request the Director of Mediation Services to select a chairman.
- 16.4 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 16.5 The arbitration board shall not change, modify or alter any of the terms of this agreement.
- 16.6 The arbitration board shall give its decision not later than 14 days after the appointment of the chairman except with the consent of the School Division and the Association, by whose joint consent only shall such limitations of time be extended. The findings and decisions of a majority of an arbitration board shall be the findings and decisions of the arbitration board and shall be binding on the parties.
- 16.7 Each party to a grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chairman.
- 16.8 Where any references in clauses 16.1 to 16.6 inclusive are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and School Division declared holidays and the months of July and August.
- 16.9 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may only be extended by the written agreement of both parties.

17. TRANSFERS

- 17.1 The School Division requesting a teacher to transfer to another school shall move the teacher or shall pay the teacher's reasonable moving expenses necessarily incurred by the teacher due to such transfer, where such a transfer and expenses qualify under the Canada Revenue Agency's criteria for claiming the moving expense deduction in the year of the transfer.
- 17.2 Notwithstanding Section 212 of the *Education Act*, no teacher who has been designated a Principal shall be transferred to another school without the Superintendent consulting with the Principal prior to a decision being communicated. Where such a transfer is done, the Principal will be paid the greater of the previous allowance or new allowance whichever is greater for three (3) years.

17.3 Where a transfer is done under article 17.2:

17.3.1 Such transfers must be within a 50 kilometre radius of the currently assigned school, and

17.3.2 The Principal cannot be subsequently transferred until after three (3) years at the new school.

17.4 Principals may be returned to a teaching position at the same school instead of transfer and will be paid to the Principal allowance for one (1) year, subject to both the Principal and School Division are in agreement. The Principal may not be transferred for one (1) year.

In witness thereof, the parties hereto execute this agreement by affixing hereto the signatures of their proper officers on their behalf.

Clearview School Division

The Alberta Teachers' Association

Co-ordinator, 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

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

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

Letter of Understanding #9 – Learning Calendar Considerations

The Parties agree to have conversations through the Teacher-Board Liaison Committee to consider the best practices of the learning calendar development process and in accordance with Administrative Procedure 103 “Learning Calendar”.

This letter of understanding expires June 30, 2021.

Letter of Understanding #10 – Colony Teachers’ Conditions of Practice

The Parties agree as a pilot program for the 2020/21 year for a committee of three colony teachers and three Clearview representatives to meet twice to discuss issues specific for colony teachers and to report back to respective parties, ideally through the Teacher- Board Liaison Committee. Meetings will be planned for non-student days for colony schools that would otherwise be regular staff collaboration for colony teaching staff.

The results of the meetings will be shared with the ATA Local after June 2021 or as possible.

This letter of understanding expires June 30, 2021.

Letter of Understanding #11 – Substitute Teachers and Professional Learning

The Parties agree as a pilot program for the 2020/21 year to allow substitute teachers to attend (either in-person or electronically) at least one Clearview-wide professional development day where such a day is organized for the benefit of all regular teaching staff.

Where other professional development opportunities are offered for regular teaching staff at the division-level, Clearview will consider and at Clearview's sole discretion seek to offer available spaces to substitute teachers after regular teaching staff have had their first opportunity and there are available registration spaces to do so.

Substitutes will be paid the substitute rate of 1.0 for full day or 0.5 for each half day they attend.

Survey data from the pilot project will be collected on the benefits and costs these learning opportunities have had and share the results of the data with the ATA local after June 2021.

This letter of understanding expires June 30, 2021.