

COLLECTIVE AGREEMENT

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

BETWEEN

THE FOOTHILLS SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

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Effective March 18, 2020, the whereas statement above is repealed and replaced by the following whereas statement:

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

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

WHEREAS, the parties desire that these matters be set forth in an Agreement to govern the following terms of employment of the teachers;

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.*

Effective date March 18, 2020, clause 1.1 above is repealed and replaced by the following clause:

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

- 1.2.1 Superintendent
- 1.2.2 Deputy Superintendent
- 1.2.3 Assistant Superintendent
- 1.3 *Effective March 18, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
 - 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective March 18, 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 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 March 18, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

1.11 Structural Provisions

1.11.1 Joint Committee

- 1.11.1.1 The School Division and the teachers recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees, teachers and administration. Teachers also recognize the right and responsibility of the School Division to formulate policy. For these reasons, a consultative committee, to be known as the "Joint Committee" shall be formed, consisting of the Superintendent (or delegate), two (2) Divisional Trustees, and three (3) representatives of the Local Association (one from the elementary level, one from the junior high level, and one from the senior high level). The Association representatives shall be chosen by the Local. Either party may bring issues to this committee for consideration. The committee will meet at least four (4) times a year.

2. TERM

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

2.2 List Bargaining

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

2.3 Central Matters Bargaining

- 2.3.1 *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than 15 days and not more than 30 days after the central matters and local matters have been determined.*
- 2.3.2 *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

2.4 Local Bargaining

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

2.5 Bridging

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

2.6 Meet and Exchange

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

2.7 Opening with Mutual Agreement

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

2.8 Provision of Information (Effective until March 17, 2020)

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

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

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

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

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

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

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 The School Division shall pay all the teachers monthly 1/12 of the salary rate in effect for that month as herein set forth and computed. For the purpose of this Article, allowances shall be considered to be part of salary.

- 3.1.2 Effective September 1, 2018 (or a later date a minimum of 8 months following ratification) teachers' salary payments shall be dated the last banking day of each month and shall be distributed by the last banking day of each month or the last teaching day of the month, whichever comes first.
- 3.1.3 Notwithstanding 3.1.2, if a teacher applies to the School Division in writing prior to April 1 of each school year, the teacher shall receive their July and August cheques for that school year on June 30, dated June 30.
- 3.1.4 Unless specifically permitted by this Agreement, authorized by the teacher, or authorized by law, payment of the salary of a teacher shall not be withheld beyond the regular date of payment.
- 3.1.5 Payment for administration allowances shall commence on the effective date of appointment of the administrator.

3.2 Grid

- 3.2.1 *The following factors shall determine the placement on the salary schedule:*
 - 3.2.1.1 *The amount of teacher education subject to the terms and conditions of Article 3.3.*
 - 3.2.1.2 *The length of teaching experience subject to the terms and conditions of Article 3.4 as at September 1 of the school year, or on the commencement of employment.*
- 3.2.2 *The salaries for each year of teacher education and experience are tabulated as follows:*

Years of Teaching Experience	Years of Education		
	Four	Five	Six
0	59,320	62,552	66,421
1	62,779	66,011	69,879
2	66,239	69,469	73,337
3	69,698	72,930	76,798
4	73,158	76,387	80,258
5	76,614	79,847	83,714

Years of Teaching Experience	Years of Education		
	Four	Five	Six
6	80,071	83,306	87,176
7	83,531	86,765	90,635
8	86,994	90,225	94,093
9	90,452	93,682	97,552
10	93,910	97,140	101,012

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 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 Alberta School Trustees' Association and The Association.*

3.3.2 Calculation of Teacher Education

3.3.2.1 *Within sixty (60) days of commencement of employment with the School Division, teachers shall submit a Statement of Qualifications from Teacher Qualifications Service or a copy of the Association's Salary Evaluation Application Form for such evaluation.*

3.3.2.2 *Teachers who complete additional training to qualify for additional teacher education shall submit an updated Statement of Qualifications from Teacher Qualifications Service or a copy of the Association's Salary Evaluation Application Form for such evaluation on or before December 15 for adjustments retroactive to September 1 and on or before March 15 for adjustments retroactive to January 1.*

3.3.3 *Until the teacher submits a Statement of Qualifications from Teacher Qualifications Service, the teacher shall be placed on the salary schedule according to the more recent acceptable Statement of Qualifications or according to the minimum education requirements of the teacher's teaching certificate.*

3.3.4 *If a teacher receives an evaluation which places the teacher at a higher grid position, all retroactive pay shall become due and payable at a pay period within forty-five (45) calendar days.*

3.3.5 *If the Statement of Qualification or a copy of the Association's Salary Evaluation Application Form is not supplied as specified in Article 3.3.2, salary shall be adjusted effective the beginning of the month following the submission of a Statement of Qualifications.*

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 Except changes necessary to bring into line with the following)

- 3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*
- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
 - b) *employed as a substitute teacher within the preceding five (5) years.*
- 3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 *Previously unrecognized experience gained in one school year with a School Division may be carried over for calculation of experience increments in the following school year with that same School Division.*
- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*
- 3.4.5 *A year of teacher experience is any one school year during which a teacher under contract has received salary for not less than one hundred twenty (120) days while teaching in Canada. A half year of experience is part of a school year during which a teacher under contract has received salary for not less than sixty (60) days while teaching in Canada.*
- 3.4.6 *Teaching experience earned by a teacher who has taught for another school Division shall be evaluated on the same basis as if the experience was earned under the School Division's jurisdiction.*
- 3.4.7 *The adjustment dates for changes in the number of increments allowed for teaching experience shall be the commencement of the school year and February 1.*
- 3.4.8 *A substitute teacher may gain a year of teaching experience on the grid by accumulating not less than 120 teaching days in accordance with Clause 3.4.1.b.*

3.4.9 *Each teacher claiming additional teacher experience and each teacher commencing employment with the School Division's shall be placed on the salary schedule according to the level of satisfactory evidence acceptable to the School Division. Satisfactory evidence shall be deemed to include documentation from previous school divisions. The School Division will accept a statutory declaration until satisfactory documentation has been provided.*

3.4.10 *If the documentation required in Article 3.4.9 is not supplied within sixty (60) days of commencement of employment, salary shall be adjusted effective the beginning of the month following the date of the submission.*

3.4.11 *Notwithstanding Articles 3.4.1 – 3.4.10:*

A teacher holding a letter of authority is not entitled to receive more than five (5) experience increments until the teacher submits an interim or permanent certificate.

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: Senior High C.T.S. Teachers

- 3.5.1 *A senior high C.T.S. teacher is a teacher offering instruction in a C.T.S. (Career and Technology Studies) course where the course curriculum requires the teacher to have technical trade qualifications.*
- 3.5.2 *The School Division shall recognize, for teacher education purposes, a senior high C.T.S. teacher's technical trade qualifications.*
- 3.5.3 *Such recognition for teacher education purposes is limited to one further year beyond the teacher's current Teacher's Qualifications Service Evaluation.*
- 3.5.4 *Such recognition for teacher education purposes will no longer be recognized if the teacher, at their request, no longer provides instruction in a C.T.S. course where the course curriculum requires the teacher to have technical trade qualifications.*

3.6 Other Rates of Pay

- 3.6.1 A teacher who is not in receipt of an administrative or supervisory allowance, who agrees at the request of the School Division to provide professional service during any non-operational period, shall be paid on the basis of a half day or full day based on 1/200th of the teacher's total annual salary.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

- 4.1.1 It is the right of the School Division to create, determine if an allowance is applicable, and fill new positions. The School Division agrees to negotiate the amount of the allowance for the new position if, in accordance with Article 1.1 and 1.2, the position is covered by this Collective Agreement.

4.2 Administration Allowances

4.2.1 Principal Allowance

4.2.1.1 *Principals, other than those specified in 4.2.3 and 4.2.4, shall be paid an administrative allowance based on the number of students enrolled in the principal's school in accordance with the following schedule:*

<i>0 - 250 students</i>	<i>\$18,528</i>
<i>251 - 350 students</i>	<i>\$21,010</i>
<i>351 - 450 students</i>	<i>\$23,473</i>
<i>451 - 600 students</i>	<i>\$26,755</i>
<i>601 - 800 students</i>	<i>\$30,697</i>
<i>801 - 950 students</i>	<i>\$32,337</i>
<i>951+</i>	<i>\$35,646</i>

4.2.1.2 *For the purposes of Article 4.2.1, the student count shall be as at September 30.*

4.2.1.3 *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.*

4.2.2 Vice Principal Allowance

4.2.2.1 *Each vice-principal shall receive 50% of the principal's allowance.*

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

4.2.3 Lead Teacher at Hutterite Colony School Allowance

4.2.3.1 *The lead teacher at each Hutterite Colony School shall receive an allowance as compensation for performing administrative duties.*

4.2.3.1.1 *A base allowance of \$3,100.18*

4.2.3.1.2 *For each additional full time equivalent teacher, an allowance of \$1,173.78*

4.2.3.1.3 *For each part-time teacher, an allowance of \$586.89*

4.2.3.1.4 *The lead teacher at Hutterite colony schools' allowance is not subject to the principal's minimum allowance in 4.2.1.3*

4.2.4 Principal or Designate at Cameron Crossing School Allowance

4.2.4.1 *The principal or designate at Cameron Crossing School shall receive an allowance as compensation for performing administrative duties.*

4.2.4.2 *A base allowance of \$3,100.18*

4.2.4.3 *The principal or designate at Cameron Crossing School allowance is not subject to the principal's minimum allowance in 4.2.1.3*

4.2.5 Division Directors Allowance

4.2.5.1 *Division Directors shall receive an allowance per annum of \$23,014.00.*

4.2.6 Division Coordinators Allowance

4.2.6.1 *Division Coordinators shall receive an allowance per annum of \$18,166.44*

4.2.7 Division Supervisors Allowance

4.2.7.1 *Division Supervisors shall receive an allowance per annum of \$18,166.44*

4.2.8 Division Facilitators Allowance

4.2.8.1 *Division Facilitators shall receive an allowance per annum of \$9,082.00*

4.2.9 Full-Time Teacher at Hutterite Colony School Allowance

4.2.9.1 *Each full-time equivalent teacher in a Hutterite Colony School shall receive an allowance per annum of \$1,758.21.*

4.3 Red Circling

4.3.1 In the event the Superintendent transfers a principal or vice-principal and such transfer results in an administrative allowance that is less than the allowance the principal or vice-principal currently receives, the current allowance shall be maintained until the lower allowance matches or surpasses the current allowance.

This shall not apply if the principal or vice-principal requests a transfer.

- 4.3.2 Where the Superintendent agrees to the secondment of a principal, vice-principal, Division Co-ordinator or Division Supervisor to another employer, such teacher shall, upon return to the Division within 3 years of secondment commencement, continue to receive the same administrative allowance received immediately prior to the secondment. Once the secondment is approved, notification will be provided to the Chair of the Local # Teacher Welfare Committee.

4.4 Acting/Surrogate Administrators – Compensation

- 4.4.1 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 school days, the vice-principal shall be designated as acting principal and shall receive an allowance computed as per Article 4.2.1 for the sixth (6th) consecutive school day and the following school days of the period during which the vice-principal is so designated.
- 4.4.2 In schools where there is no vice-principal, a teacher shall be designated acting principal and shall be paid in accordance with the administration allowance specified in Article 4.2.1, effective the first complete one-half (1/2) school day of the principal's absence.

4.5 Teachers with Principal Designations (Effective until March 17, 2020)

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

must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.

4.5 Teachers with Principal Designations (Effective March 18, 2020, the following repeals and replaces clause 4.5. above)

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

4.6 Other Administrator Conditions

4.6.1 Lieu Days

- 4.6.1.1 School-based principals shall be granted two (2) paid leave day(s) per school year, at a time mutually agreeable to the principal and the superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the principal and the superintendent, the School Division shall pay out the unused paid leave days at 1/200th of the principal's annual salary and allowance by the end of June each year.
- 4.6.1.2 School-based vice-principals shall be granted two (2) paid leave day per school year, at a time mutually agreeable to the vice-principal and the superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the vice-principal and the superintendent, the School Division shall pay out the unused paid leave days at 1/200th of the principal's annual salary and allowance by the end of June each year.

4.6.2 Allocation and Appointment of Administration

4.6.2.1 *A vice-principal may be appointed at the discretion of the School Division when a school, regardless of its type,*

4.6.2.1.1 *Has reached a student enrolment of 200 students at the beginning of the school term, or 220 students during the school term.*

4.6.2.1.2 *Has reached ten (10) teaching staff at the beginning of the school term or twelve (12) teaching staff during the school term.*

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 *A substitute teacher means a teacher employed on a day-to-day basis.*

5.1.2 *Substitutes shall be paid accordingly per day worked (inclusive of vacation pay in accordance with the Employment Standards Code):*

5.1.2.1 *Effective until April 30, 2019 - Daily rate of \$205.00*

5.1.2.2 *Substitutes that are employed for one-half (1/2) day shall be paid at 50% of the rate for a full day substitute as per Article 5.1.2.1.*

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

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

5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid: A substitute teacher employed for more than four (4) consecutive school days as a replacement for a specific teacher shall be placed on the basic salary schedule on the fifth (5th) consecutive school day according to the substitute teacher's qualifications and experience.*

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

5.3 Other Substitute Teacher Conditions

5.3.1 If a substitute teaching assignment is cancelled within 24 hours of the assignment, that substitute teacher shall still be guaranteed a half day of work and, if worked, compensated one half of the daily rate as per Article 5.1.2.1.

5.3.2 Substitute teachers will be assigned duties and will be provided with breaks aligned with Employment Standards. The assignment shall exclude the supervision that precedes the first instructional block on the first day. In the event that the substitute teacher is covering multiple teaching assignments in the day, if possible they will be notified when they are contacted for the position.

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 *Part-time teachers shall be eligible for salaries and allowances on a pro-rata basis in the proportion that their hours of work bear to the hours of work of full-time teachers.*

6.3 *Part-time Teachers Benefits and Proration*

6.3.1 *Teachers teaching less than 0.6 are eligible for benefit contributions on a pro-rata basis. Teachers teaching 0.6 time or more are eligible for full benefit contributions.*

6.4 *Other Part-time Teacher Conditions*

- 6.4.1 Any teacher who is reduced to a part-time position by administration will retain all rights of full-time employment throughout said period. If the part-time position is terminated or if the teacher requests full-time employment, the teacher will be provided with full-time employment within one year, providing a mutually acceptable position is available.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

- 7.1.1 *The School Division will make available the following Alberta School Employee Benefit or equivalent plans and monthly contributions towards the total premiums as mutually agreed by both parties:*

- 7.1.1.1 98% ASEBP - Life AD & D Plan 2
- 7.1.1.2 98% ASEBP - E.D.B. Plan D
- 7.1.1.3 98% ASEBP - EHC Plan 1
- 7.1.1.4 98% ASEBP - Dental Care Plan 3
- 7.1.1.5 98% ASEBP - Vision Care Plan 3
- 7.1.1.6 98% ASEBP – Health Spending Account
- 7.1.1.7 98% Alberta Health Care Insurance

- 7.1.2 *Effective September 1, 2019, the School Division the contributions in 7.1.1.1 through 7.1.1.6 will increase to 100%.*

7.2 Group Benefits Eligibility

- 7.2.1 *Participation in the Alberta School Employee Benefit Plan (Life, AD & D Plan; E.D.B. Plan D) shall be a condition of employment for all teachers coming on staff after January 1, 1977.*

7.3 Health Spending Account

- 7.3.1 *For each eligible teacher the School Division will establish a Health Spending Account as offered by ASEBP.*
- 7.3.2 *Upon approval from ASEBP as to date of commencement (after the date of ratification), the School Division shall provide a Health Spending Account/Wellness Spending Account (HSA/WSA) to all eligible teachers. The School Division will contribute seven hundred and twenty-five dollars (\$725) in equal monthly installments for each full-time eligible teacher. This amount shall be pro-rated for teachers employed less than full-time with the School Division. The unused balance will be carried forward for a total accumulation of two years. The teachers leaving the employ of the School Division will forfeit any remaining balance. In this article “eligible teacher”*

means any teacher on a continuing, probationary, interim or temporary contract. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency and the Income Tax Act of Canada for the benefit of the teacher, their partner and dependents.

7.3.3 *Effective September 1, 2019, the contribution in clause 7.3.2 will increase to \$60.417 per month for each eligible teacher.*

7.3.4 *The School Division contribution for Health Spending Account shall be prorated for part-time teachers as per Article 6.3.*

7.4 Other Group Benefits

7.4.1 **Employment Insurance Premium Rebate:** It is understood that payments made toward the aforementioned benefit plans shall permit the School Division to retain and not pass on to teachers any rebates of premiums otherwise required under Employment Insurance regulations.

7.4.2 Provided it is consistent with the provisions of the Federal *Income Tax Act*, the School Division contributions under this Article will be applied in such a manner that the taxable benefit cost for each teacher will be reduced to as minimal level as possible based on the benefits for which each teacher is enrolled.

7.4.3 Contributions will be applied in the following order:

ASEBP EHC Plan 1
ASEBP Dental Care Plan 3
ASEBP E.D.B. Plan D
ASEBP Vision Care Plan 3
ASEBP Life and AD & D *Plan*
Alberta Health Care Insurance

7.4.4 **Subrogation:** If a teacher receives sick leave benefits because they have been injured through the fault of another party, the School Division has subrogation rights. This means the teacher may make a claim to recover the amount of these benefits from the other party. Depending upon the amount of the outcome of the teacher's claim, the teacher may be obliged to reimburse the School Division for any benefits which the teacher has been paid or will be paid to them.

8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

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

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

8.2 Assignable Time Definition

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

a) operational days (including teachers' convention)

b) instruction

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

d) parent teacher interviews and meetings

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

f) staff meetings

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

h) other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.

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

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

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

8.3 Other Conditions of Practice

8.3.1 *Subject to the approval of the Superintendent, staff deployment is the responsibility of the principal.*

8.4 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.

8.4.1 *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.*

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

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

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

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

- 9.1.2 *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*
- 9.1.3 *School Divisions and/or schools are not restricted in developing their own staff development plan in which the School Division and/or school may require teachers to participate.*

9.2 Professional Development and Sabbatical Fund

- 9.2.1 A fund will be available for both Professional Development and Sabbatical Leaves for teachers. The fund shall be composed of:
 - 9.2.1.1 A Professional Development fund of \$350 per teacher based on the full-time equivalent teacher count as at September 30 of the previous year; and
 - 9.2.1.2 A Sabbatical Leave fund of 95% of the fourth year minimum salary as at September 30.
 - 9.2.1.3 In the event that no candidate is selected for Sabbatical Leave, the funds for same shall be added to the Professional Development fund of that year.
 - 9.2.1.4 All monies not used in a specific year shall be forwarded to the Professional Development Fund of the following year.
- 9.2.2 Sabbatical leaves may be granted for periods of time equivalent to one quarter, one semester or a full year. A committee composed of three School Division representatives and three teacher representatives shall select the candidate(s) for the Sabbatical(s).
 - 9.2.2.1 The equivalent of one full year's Sabbatical Leave shall be allocated each year if there are sufficient applicants.
 - 9.2.2.2 All applications for a Sabbatical Leave shall be submitted to the Superintendent by January 31, with a copy to the Chairman of the Professional Development Committee. The Sabbatical Committee shall review all applications and select the candidate(s) by March 1.
- 9.2.3 For the guidance of this committee the following regulations shall apply:
 - 9.2.3.1 To be eligible for a Sabbatical Leave a teacher must have been employed by the School Division for at least five (5) years.

- 9.2.3.2 Experience increments will not be granted to teachers for the period of the Leave.
- 9.2.3.3 A teacher granted Sabbatical Leave shall enter into an individual written agreement with the School Division on conditions under which the teacher may return to the school system at the conclusion of the Leave provided this contract does not contravene the Collective Agreement.
- 9.2.3.4 Teachers granted Sabbatical Leave shall return to their duties at the beginning of the school year or the beginning of a semester, whichever occurs first, following expiration of the Leave, and the teacher shall not resign or retire from the services of the School Division for at least two (2) years after return to duties. If the teacher terminates employment before the two year return service commitment, then the teacher shall reimburse the Professional Development Fund any Sabbatical pay pro-rated.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 *Annual sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness, or disability, in accordance with the following schedule:*
 - 10.1.1 *In the first year of service with the School Division, 2.5 days per month of employment to a maximum of twenty (20) operational days.*
 - 10.1.2 *After one (1) year of service, ninety (90) calendar days.*
- 10.2 *After ninety (90) consecutive days of continuous disability, salary payment shall be terminated subject to the following provisions:*
 - 10.2.1 *0.5% of the teacher's annual salary shall be paid for each day the teacher taught if the teacher taught for less than 100 days.*
 - 10.2.2 *the annual salary shall be paid, less 0.5% of the annual salary, for each day the teacher does not teach if the teacher has taught 100 or more days.*
- 10.3 *Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon the teacher's return to duty, the teacher shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule:*
 - 10.3.1 *Less than one (1) year of service, nil.*

- 10.3.2 *After one (1) year of service, ninety (90) calendar days.*
- 10.4 *The sick leave credit of a teacher on an approved leave of absence will not be altered.*
- 10.5 *Payment for sick leave will be made to teachers under the foregoing regulations, subject to the following conditions:*
- 10.5.1 *A teacher who is absent from school for a period of up to (and including) three (3) consecutive days will report as soon as possible to the school principal. A declaration explaining the absence may be requested by the Superintendent on a form provided by the School Division.*
- 10.5.2 *A teacher who is absent from school for more than five (5) consecutive days shall provide the Superintendent with a certificate signed by a qualified medical or dental practitioner.*
- 10.5.3 *A teacher whose sickness extends for a period of over one (1) month may, at the discretion of the School Division, be required to furnish further medical certificates at the end of each month during the period of sickness.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1 Maternity Leave/Parental Leave/Adoption Leave

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

11.1.1 *Maternity leave shall be granted on the following basis:*

11.1.1.1 *A teacher who is pregnant is entitled to maternity leave without pay, allowances (if applicable), and School Division contributions to group insurance premiums for a defined period of time up to two (2) full years. If the period of leave chosen by the teacher is more than one (1) year, the return to work date shall be the nearest start of the semester or school year or such other date as is mutually agreed.*

11.1.1.2 *The teacher shall endeavour to give at least thirty (30) days notice in writing of the day which the teacher intends to commence maternity leave. The teacher shall provide a medical certificate from a physician or a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of delivery.*

- 11.1.1.3 *A teacher may return to duties prior to the expiry of the maternity leave providing a suitable position is available.*
- 11.1.1.4 *Upon request, at least thirty (30) days prior to the expiry of the original leave, a teacher may be granted an extension of maternity leave for the balance of the semester or the school year in which the original leave terminated.*
- 11.1.1.5 *When a teacher returns to duties, the teacher shall be reinstated in the position occupied at the time maternity leave commenced, or be provided with alternative work of a comparable nature at not less than the teacher's grid position and benefits that were applicable at the time maternity leave commenced.*
- 11.1.1.6 *The provision of Article 14.9 'Discretionary Leaves of Absence', will apply for a teacher who wishes to extend maternity leave beyond the provisions of Article 11.1.1.4.*
- 11.1.2 *The period of absence during maternity leave will not be counted as experience toward the granting of increments except for the health-related portion of the leave.*
- 11.1.3 *Notwithstanding Article 11.1.1.1, a teacher who is absent from teaching duties during maternity leave for health reasons shall apply for Employment Insurance Benefits and accept Supplemental Employment Benefits in lieu of sick leave pursuant to the maximum payment level of the Supplemental Employment Benefit Plan maintained by the School Division. A medical certificate signed by a physician indicating that the teacher is unable to work is required.*
 - 11.1.3.1 *For those benefits that the teacher maintains coverage for during the health-related portion of maternity leave, the School Division shall pay the regular School Division contribution.*

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

- 11.1.2 *Leave for the purpose of adoption shall be granted on the following basis:*
 - 11.1.2.1 *Upon request, the School Division shall grant adoption leave without pay for a period of up to one (1) year.*
 - 11.1.2.2 *Commencement of leave shall occur the day following the notification of the teacher by an appropriate authority that a child-parent match has been completed.*

- 11.1.2.3 *When a teacher returns to duties, the teacher shall be reinstated in the position occupied at the time adoption leave commenced, or be provided with alternative work of a comparable nature, at not less than the teacher's grid position and benefits that were applicable at the time adoption leave commence.*
- 11.1.2.4 *Upon request, at least thirty (30) days prior to the expiry of the original leave, a teacher may be granted an extension of adoption leave for the balance of the semester or school year in which the original leave terminated.*
- 11.1.2.5 *A teacher may return to duties prior to the expiration of leave granted under Article 11.1.2.1, providing a suitable position is available.*
- 11.1.2.6 *Premiums for A.S.E.B. Plans and Alberta Health Care Insurance shall be paid by the teacher during the period of the leave.*
- 11.1.2.7 *Leave for the purposes of adoption as specified in 11.1.2.1, shall be without pay or sickness allowance, and periods of absence will not be counted as experience toward the granting of increments.*

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

- 11.2.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Division to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*
- 11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall*

reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.

- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

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

11.1 Maternity Leave

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

11.2 Parental Leave

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

11.3 Salary Payment and Benefit Premium

- 11.3.1 *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2 *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3 *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*

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

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

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

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

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

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

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

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

- 12.1 *For personal reasons, and subject to the operational needs of the school, teachers shall be granted one (1) personal day per school year at no cost to the teacher. Unused days referred to in this clause shall accumulate to a maximum of three (3) days. No more than three (3) days of such leave may be used in the same school year.*
- 12.2 Temporary leave of absence with pay, provided the School Division is reimbursed by deducting from the teacher's wages the costs of a substitute teacher, may be granted to school-based teachers upon approval by the principal: (If the leave occurs on a Professional Development, Teacher Preparation, or Teachers' Convention Day, this deduction shall be credited to the Professional Development Fund). All other certificated staff, including principals, may be granted temporary leave of absence upon approval by the Superintendent.
- 12.2.1 Who attend any public event of educational value.
- 12.2.2 For personal reasons for not more than three (3) days per 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

14.1 Critical Illness, Death and Funeral Leave

14.1.1 *A temporary leave of absence with pay will be granted whenever the teacher is absent, as follows:*

14.1.2 *For not more than three (3) teaching days because of each critical illness of spouse, parent, child, sibling or parent of spouse. One (1) additional day for necessary travel will be granted. Extra days may be granted at the discretion of the Superintendent of Schools.*

14.1.2.1 *Critical illness shall be defined as a medical condition with a significant risk of death within 26 weeks and shall be determined by a certificate from a medical doctor if required and paid for by the School Division up to \$35.*

14.1.3 *For not more than three (3) teaching days because of death of spouse, parent, child, sibling or parent of spouse. One (1) additional day for necessary travel will be granted. Extra days may be granted at the discretion of the Superintendent of Schools.*

14.1.4 *For not more than two (2) teaching days because of the death of each grandparent, grandparent of spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law or close friend. One (1) additional day for necessary travel will be granted.*

14.2 Family Medical Leave

14.2.1 *In any one school year, not more than two (2) days, one (1) day at no loss of wages and one (1) day where the School Division is reimbursed for the cost of a substitute teacher, to attend to provide care for a family member, make arrangements for medical care of a family member, or attend to other issues necessary for long-term or emergent medical support of a family member. Family is defined as spouse, child, parent, and sibling*

14.3 Convocation and University Examination Leave

14.3.1 *For one (1) day necessary to write each examination in an academic or professional course.*

- 14.3.2 For not more than two (2) days to attend convocation exercises at a post-secondary institution at which the teacher, or the teacher's child, spouse or parent is receiving a degree.

14.4 Professional Improvement

- 14.4.1 For the days necessary to attend a conference, convention, institute, meeting, etc., as authorized and granted by the School Division.

14.5 Impassable Roads/ Inclement Weather/ School Closure leave

- 14.5.1 A teacher who, despite reasonable effort, is unable to travel to their school from their usual place of residence because of (a) inclement weather, (b) impassable road conditions, or (c) failure of transportation facilities other than their own.

14.6 School Closure

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

14.7 Leave for Child's Arrival

- 14.7.1 For not more than one (1) day for paternity leave for the birth or adoption of the teacher's own child.
- 14.7.2 A teacher shall be granted up to a maximum of three days' leave with pay, providing the School Division is reimbursed for the cost of a substitute teacher, for the purposes of completing the necessary documentation, attending interviews with an appropriate authority, and receiving the adoptive child.

14.8 Jury Duty/ Court Leave

- 14.8.1 Leave of absence without loss of pay shall be granted, other than an employee already on leave without pay, on sabbatical leave, or under suspension:
 - 14.8.1.1 for jury duty or any summons related thereto;
 - 14.8.1.2 to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.

14.8.1.3 Any compensation received from Jury/Court Leave will be reimbursed to the School Division.

14.9 Discretionary Leave

14.9.1 Additional leaves of absence with or without pay may be granted to teachers for reasons deemed reasonable by the Superintendent of Schools.

14.9.2 A teacher who has been granted leave of absence without pay for in excess of sixty (60) calendar days shall not be eligible for paid leave benefits, or the School Division contribution to the benefit plans set forth in Article 7. However, where allowed by the provisions of a benefit plan the teacher may prepay the full premium contribution costs, including the School Division's portion, and retain coverage under the plan.

14.10 Deferred Salary Leave Plan

14.10.1 A Deferred Salary Leave Plan will be maintained by the School Division - as per current School Division practice, as of October 1, 2003.

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.

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

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

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

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

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

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

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

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

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

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

(b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall,*

within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.

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

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

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

15.17 The award of the Arbitration Board is binding on:

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

16.1 Any difference between an employee covered by this Agreement and the School Division, or in a proper case between the Association and the School Division, concerning the interpretation, application, operation, or alleged violation of a local matter within this Agreement, and including any dispute as to whether the difference is arbitrable, shall be dealt with as follows:

16.2 In the case of a difference between an employee and the School Division, such difference (hereinafter called a "grievance") shall first be submitted in

writing to the Secretary-Treasurer of the School Division and to the Secretary of the Local of the Association and the coordinator of Teacher Welfare of the Association. Such written submission shall be made within sixty (60) days of the date of the incident giving rise to the grievance or the date the grievor reasonably became aware of the incident giving rise to the grievance. Such 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. The respondent shall render their decision within thirty (30) days.

- 16.3 In the case of a difference between the Association and the School Division, either party may institute a grievance by, in the case of the Association, forwarding written particulars of the grievance to the Superintendent of Schools of the School Division and in the case of the School Division, by forwarding particulars of the grievance to the Coordinator of Teacher Welfare of the Association within sixty (60) days of the date of the incident giving rise to the grievance or the date the grievor reasonably became aware of the incident giving rise to the grievance.
- 16.4 In the event the grievance is not settled within thirty (30) days after the date of submission of the grievance in accordance with the above procedure, on or before a further ten (10) days have elapsed from the expiration of the aforesaid thirty (30) day time period, either party may by written notice served on the other party require establishment of an Arbitration Board as hereinafter provided.
- 16.5 Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman. In the event of any failure to appoint a Chairman either party may request the Director of Mediation Services to make the necessary appointment.
- 16.6 The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 16.7 The Arbitration Board shall not change, amend or alter any of the terms of this Agreement. All grievances or differences submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Agreement or that involves the determination of a subject matter not covered by or arising during the term of this Agreement.
- 16.8 The findings and decision of a majority is the award of the Arbitration Board and is final and binding upon the parties and upon any employee affected

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

- 16.9 Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expense of the Chairman.
- 16.10 By mutual consent of the School Division and the Association may elect to proceed to arbitration by way of a sole arbitrator or without nominees.
- 16.11 All of the aforesaid time limits referred to in the grievance procedure shall apply to operational school days only.
- 16.12 In the event, at any stage, of the aforesaid procedure (except in respect of appointing persons to the Board) the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end. If the party against whom the grievance has been filed fails to take the necessary action within the time limit specified, the grievance shall automatically advance to the next step
- 16.13 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

17. EMPLOYMENT

17.1 Expense Claims

17.1.1 Payment of a travelling allowance according to the School Division's expense reimbursement policy shall be made to teachers who travel on school business at the request of the School Division.

17.2 Transfers

17.2.1 The School Division shall be responsible for the moving of a teacher or shall pay, subject to prior approval, moving expenses incurred by the teacher, as a result of a School Division ordered transfer to another school.

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

ON BEHALF OF THE SCHOOL DIVISION

ON BEHALF OF THE ASSOCIATION

**ASSOCIATE COORDINATOR,
COLLECTIVE BARGAINING,
TEACHER EMPLOYMENT SERVICES**

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 – Balancing the School Days

The parties agree to study the feasibility of balancing the school day between the morning and afternoon timetables to address the half-day rate of pay for substitute teachers. A committee comprised of three members authorized by the Local and three members appointed by the School Division will be responsible for the study and provide a report by March 30, 2021 to inform the next round of bargaining.

**LETTER OF UNDERSTANDING
BETWEEN
THE FOOTHILLS SCHOOL DIVISION AND
THE ALBERTA TEACHERS' ASSOCIATION**

ADDITIONAL PARENTAL LEAVE

WHEREAS the List of All Matters for the 2018-20 round of teacher negotiations placed 'Additional Parental Leave' on the Local list;

AND WHEREAS in the 2016-18 collective agreement between the ATA and the Division the following clause existed:

11.1.1.1 A teacher who is pregnant is entitled to maternity leave without pay, allowances (if applicable), and School Jurisdiction contributions to group insurance premiums for a defined period of time up to two (2) full years. If the period of leave chosen by the teacher is more than one (1) year, the return to work date shall be the nearest start of the semester or school year or such other date as is mutually agreed.

THE PARTIES AGREE AS FOLLOWS:

1. EFFECTIVE DATES

This Letter of Understanding shall take effect immediately and apply to all requests for Additional Parental Leave as outlined in the interim language included in Section 2 below.

Unless the ATA and the Division reach agreement to alter, amend or delete this clause in local bargaining following the 2020-2024 round of central bargaining, the interim Additional Parental Leave shall be incorporated into clause 11.2 Parental Leave in the successor collective agreement.

This LOU shall expire upon successful ratification of an agreement reached through local bargaining.

2. INTERIM ADDITIONAL PARENTAL LEAVE

A teacher is entitled to additional parental leave beyond the maximum identified in clause 11.2.1. The additional parental leave shall not extend more than one hundred and four (104) weeks beyond the child's birth or placement in the home, and shall be without pay, allowances (if applicable), and school division premiums. If this additional parental leave is accessed by the teacher, the return to work date shall be the nearest start of the semester or school year or such other date as is mutually agreed.

3. 2018-20 AGREEMENT TEXT

The ATA and the Division agree that Clause 11.1.1.1 will not be included in the final version of the 2018-20 agreement text.

Signed 2022 06 23

For The Foothills School Division

For The Alberta Teachers' Association

For The Teacher Employers' Bargaining Association