

# **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 GRASSLANDS SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2018 to AUGUST 31, 2020**

This collective agreement is made this \_\_\_\_ of \_\_\_\_\_ 20\_\_ between Grasslands School Division (School Division) and the Alberta Teachers' Association (Association).

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

*Effective January 29, 2020, the whereas statement above is repealed and replaced by the following whereas statement:*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 those matters be set forth in a collective agreement to govern the terms of employment of the said teachers;

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH that in consideration of the premises and 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*Effective January 29, 2020 clause 1.1 above is repealed and replaced by the following clause:*

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

### **1.2 Excluded Positions**

- 1.2.1 superintendent

- 1.2.2 deputy superintendent
- 1.2.3 assistant superintendent
- 1.2.4 director
- 1.3 *Effective January 29, 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 January 29, 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.*
- 1.6 *The School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*

- 1.6.1 *The parties hereby recognize that basic to the proper management and administration of a school system, it is the School Division's right and responsibility to formulate and adopt policies and regulations. (clause 1.6.1 expires effective January 29, 2020).*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective January 29, 2020 all provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

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

### **2.2 List Bargaining**

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

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

### **2.3 Central Matters Bargaining**

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

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

## **2.4 Local Bargaining**

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

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

## **2.5 Bridging**

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

- a) a new collective agreement is concluded, or*
- b) a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*

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

## **2.6 Meet and Exchange**

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

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

## **2.7 Opening with Mutual Agreement**

2.7.1 *The Association and TEBA may at any time by mutual agreement negotiate revisions to the central matters contained in this collective*

*agreement. Any such revisions shall become effective from such date as shall be mutually agreed upon by the Association and TEBA.*

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

**2.8 Provision of Information (Effective until January 29, 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 January 29, 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 For the purpose of this article, administrative allowances shall be considered to be part of salary and shall commence on the effective date of appointment of the administrator.

3.1.2 Teachers under contract, except substitutes, shall be paid on the closest banking day on or prior to the 25th day of each month, excluding December, which shall be paid on the last teaching day.

3.1.3 The School Division shall pay teachers monthly, 1/12 of the salary in effect. Any teacher requiring their July and August cheques with their June cheques, must make application in writing by June 1.

#### **3.2 Grid**

3.2.1 The following shall determine the placement on the salary schedule:

(a) The amount of teaching education in accordance with article 3.3.

(b) The length of teaching experience in accordance with article 3.4.

3.2.2 Salary Schedule

3.2.3

(a) **Effective September 1, 2018**

	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	59,278	62,525	66,066
<b>1</b>	63,139	66,407	69,973
<b>2</b>	67,002	70,290	73,882
<b>3</b>	70,862	74,173	77,788
<b>4</b>	74,725	78,056	81,695
<b>5</b>	78,587	81,939	85,602
<b>6</b>	82,449	85,820	89,509
<b>7</b>	86,310	89,703	93,417
<b>8</b>	90,172	93,586	97,324
<b>9</b>	94,034	97,468	101,230

**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 Teacher Qualifications Service in accordance with the policies and principles established by the Teacher Salary Qualifications Board.*

3.3.2 *Placement or adjustment dates for teacher education classification on the salary schedule are September 1 or February 1 of each school year or upon commencement of employment.*

3.3.3 *A teacher claiming additional teacher education and upon commencing employment with the School Division, shall submit, within 60 days, either a statement of qualifications or proof of having applied for a statement of qualifications to be issued by the Teacher Qualifications Service.*

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



- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1, and February 1.*
- 3.3.3. *For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
- 3.3.3.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
- 3.3.3.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within (60) operational days from the date of completion of education or commencement of employment.*
- 3.3.4.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
- 3.3.4.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

**3.4 Experience (Effective until August 31, 2019)**

- 3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*
- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*

b) *employed as a substitute teacher within the preceding five (5) years.*

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

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

3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*

3.4.5 *For purposes of placement on the salary schedule, a teacher shall be deemed to have earned an additional year of teaching experience upon rendering service with the School Division for not less than 120 days in a school year or 60 days in a semester with two completed semesters equaling 120 days of full service.*

3.4.6 *A teacher employed on a regular part-time basis, such that the equivalent of 120 full days of service cannot be accumulated in one school year, or 60 full days in one semester, shall receive an additional year of teaching experience upon the completion of the equivalent of 120 full days of service.*

3.4.7 *No teacher shall receive credit for teaching experience gained while not holding a valid teaching certificate. Teaching experience not to include university or college instruction.*

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

*Teachers shall:*

a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*

b) *Not gain experience during vacation periods and leaves of absence without salary.*

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

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

*Prior Experience*

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

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

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

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

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

### **3.5 Special Considerations: Career and Technology Studies Placement**

3.5.1 *Definition: A career and technology studies teacher is one who is employed to teach one or more CTS courses at the high school level.*

3.5.2 *If, in the opinion of the superintendent of schools, it is necessary for a CTS teacher to hold a certificate of proficiency in a designated trade, in order to access government funding, the teacher's professional training and experience shall be evaluated as follows:*

#### **(a) Training**

*(i) the amount of teacher training in accordance with article 3.3 of this agreement, and*

*(ii) one year of additional training by virtue of a certificate of proficiency in a designated trade (Journeyman's certificate) recognized by the Alberta Apprenticeship Board or successful completion of a two year course at a school of technology, provided the trade is related to the teacher's assignment.*

*(iii) other related training which the School Division may wish to recognize.*

*(iv) clause (a) (ii) does not apply when trade training has previously been given credit towards a Bachelor of Education degree.*

**(b) Experience**

*(i) one year of experience may be allowed for each year of trade experience, provided said experience was obtained after the teacher has completed the formal training listed in 3.5.2 (a) (ii) above and is related to the teacher's assignment.*

*(ii) recognition of training and experience referred to above shall not exceed that of a teacher on staff with equivalent training and experience.*

*3.5.3 The initial placement on the salary grid, as determined by 3.5.2 (a), shall remain in effect unless the teacher's instructional time in the area of the teacher's trades specialty falls below 25 per cent and shall return to the initial placement if duties return to more than 25 per cent.*

*3.5.4 If a teacher is required to teach outside of the regular school year, they will be compensated 1/200 of salary for each day worked.*

**4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE**

**4.1 Creation of New Designations/Positions**

4.1.1 The School Division may create and fill administrative, supervisory or other positions, where a teaching certificate is a requirement of the position. Any allowance for the new position shall be established by the School Division and the matter may be a subject for negotiation during the next round of collective bargaining between the parties to the collective agreement.

**4.2 Administration Allowances**

**4.2.1 Principal Allowances**

4.2.1.1 *In addition to his salary in article 3.2.3, each principal shall receive, monthly, an allowance equal to 1/12 of the following schedule based on the number of teachers, including the principal and vice-principal.*

*—3.8 per cent of the fourth year minimum for each of the first five teachers,*

*—2.0 per cent of the fourth year minimum for each of the next five teachers,*

*—1.5 per cent of the fourth year minimum for each of the next five teachers,*

—1.0 per cent of the fourth year minimum for each of the remaining teachers.

4.2.1.2 *For the purposes of this clause, a proportionate allowance shall be paid for part-time teachers.*

4.2.1.3 *Principals' allowances will be based on the 3.2.3 salary schedule.*

4.2.1.4 *In the case of a principal being designated to more than one site, the allowance for each site will be calculated independently (excluding the minimum allowance) and combined to form the allowance for a multi-campus principal.*

4.2.1.5 *Effective until August 31, 2019, a minimum allowance for a principal shall be \$16,907*

4.2.1.6 *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/Assistant Principal Allowance**

4.2.2.1 *In addition to their salary in article 3.2.3, each vice-principal shall receive 1/2 the allowance paid to the principal for their assigned school; each assistant-principal shall receive 30% of the allowance paid to the principal for their assigned school.*

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

#### **4.2.3 Coordinator/Consultant Allowance**

4.2.3.1 *In addition to the salary under clause 3.2.3, there shall be paid the following allowance to designated personnel employed by the School Division: \$8,696 per year.*

### **4.3 Acting/Surrogate Administrators – Compensation**

4.3.1 *In a school where both the principal, vice-principal and assistant principal are absent, a teacher shall be designated by the School Division to be acting principal and shall be paid an amount equivalent to 1/200 of 50 per cent of the principal's allowance for each full day of the designation.*

4.3.2 When, in the absence of the principal, the vice-principal, assistant principal or any other designee acts in their place for a period of five or more consecutive school days, the vice-principal, assistant principal or designee shall receive an allowance of 1/200 of the principal's allowance as calculated in article 4.2.1 effective on the fifth day and for every consecutive school day thereafter until the return of the principal.

**4.4 Teachers with Principal Designations** (Effective January 29, 2020)

4.4.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

4.4.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the School Division must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*

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

**4.4 Teachers with Principal Designations** (Effective January 29, 2020 the following repeals and replaces clause 4.4. above)

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

*the designation will continue, and if it continues, it is deemed to be a continuing designation.*

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

#### **4.5 Other Administrator Conditions**

##### *4.5.1 Allocation and Appointment of Administration*

*4.5.1.1 The School Division may employ a District Principal. This person shall receive an allowance equal to the average of the principal allowances. Should the allowance be lower than the allowance paid previously to that administrator in their prior position, the allowance shall be red-circled at the higher rate for three years, or until such time as the District Principal allowance exceeds the red-circled amount, whichever comes first.*

*4.5.1.2 The District Principal shall be responsible for overseeing the operation of all Colony Schools, along with the other duties determined by the Superintendent or designate.*

4.5.2 Administrator Lieu Time: Principals, Vice Principals and Assistant Principals shall be granted 2 days in lieu in each school year in consideration of work assigned outside of the operational calendar established by the School Division.

#### **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 Effective until April 30, 2019, the rate of pay for substitute teachers shall be \$214 per diem including holiday pay.*

5.1.3 Substitute teachers with a half day teaching assignment will be paid 60 per cent of the per diem rate. Two half day teaching assignments on the same day will be considered a full day teaching assignment.

*5.1.4 Effective May 1, 2019, substitute teachers' daily rates of pay will be \$201.89 plus six percent (6%) vacation pay of \$12.11 for a total of \$214.*



5.1.5 *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: Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive teaching days shall be, effective the sixth consecutive teaching day, according to placement on the salary schedule subject to the terms of this agreement.*

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.*

5.2.3 *A substitute teacher employed in a teaching position and who accepts a contract of employment with the School Division for the same teaching position shall be placed on the basic salary schedule effective the first day of this substitute teaching assignment according to the terms of this collective agreement.*

## **5.3 Other Substitute Teacher Conditions**

5.3.1 A substitute teacher who has been placed on the basic salary schedule is expected to attend professional development days and teachers' convention and will continue to be paid 1/200 of the appropriate yearly salary for each day, when these days fall during the period of designated employment.

### **5.3.2 Cancellation of Assignment**

5.3.2.1 Substitute teachers shall receive advanced notice of cancellation of assignment by 7:00 pm on the day prior to the assignment. Cancellation occurring after the aforementioned time will result in the substitute teacher choosing either

5.3.2.1.1 Report to the school of the cancelled assignment and carry out duties as assigned and receive the daily rate agreed to in the initial booking or

5.3.2.1.2 Cancel the assignment with no required compensation

The provisions of this clause shall not apply when the cancellation of assignment is due to inclement weather or school closure.

**5.3.3 Assigned Duties of Teacher Replacing**

5.3.3.1 Substitute teachers will not be responsible for supervisory duties above and beyond the schedule of the teacher(s) they are replacing, unless mutually agreed upon.

**6. PART TIME TEACHERS**

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

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

6.2 *Part-time Teachers Benefits and Proration*

6.2.1 *For part time teachers, one day of leave means one of the teacher's scheduled work days.*

6.2.2 *School Division contribution for eligible part-time teachers shall be on a prorata basis.*

6.3 *Alteration of Part-time Equivalent*

6.3.1 *Part-time teachers shall not have their FTE adjusted greater than 0.125 FTE in a school calendar year without mutual agreement of the parties.*

**7. GROUP BENEFITS**

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

7.1.1 *The School Division will effect and maintain:*

*(a) Alberta School Employee Benefit Plan (ASEBP)*

*Extended Disability Plan D*

*Life, Accidental Death and Dismemberment Schedule II*

*Extended Health Care Plan I*

*Dental Care Plan III*

*Vision Plan 3*

(b) Alberta Health Care Insurance (AHC)

7.1.2 *Effective until August 31, 2019, the School Division shall contribute for each teacher a sum equivalent to 97 per cent of the required premiums for the Plans specified in article 7.1.1*

*Effective September 1, 2019, the School Division shall contribute for each teacher a sum equivalent to 100 per cent of the required premiums for the Plans specified in article 7.1.1(a)*

7.1.3 Payment of the School Division contributions for a teacher shall be applied in the following order.

(1) Extended Health Care Plan I

(2) Dental Care Plan III

(3) Vision Plan 3

(4) Extended Disability Plan D

(5) Life, Accidental Death and Dismemberment Plan 2

(6) ASEBP Life Insurance Plan 3

(6) Alberta Health Care Insurance (AHC)

## **7.2 Group Benefits Eligibility**

7.2.1 *Subject to the provisions of the master policies of the Alberta School Employee Benefit Plan and the Alberta Health Care Insurance regulations, all eligible teachers shall participate in the Extended Disability Plan D, Life Insurance Plan 3, Extended Health Care Plan I, Dental Plan III, Vision Care Plan 3 and Alberta Health Care Insurance Plan as a condition of employment. Teachers who were in the employ of the School Division as of December 31, 1994 and not participants of the Extended Health Care Plan I, Dental Plan III and Alberta Health Care Insurance Plan, shall not be forced to join.*

### **7.3 Health Spending Account**

7.3.1 Upon approval from ASEBP as of the date of commencement (after January 29, 2020), the School Division shall provide a Health Spending Account/Wellness Spending Account (HSA/WSA) to all eligible teachers. *The School Division will contribute per month the amount set out below for each FTE teacher, excluding any administration fees. This contribution shall be pro-rated for teachers employed less than full-time with the School Division. For the purposes of this clause, eligible teacher shall mean a teacher employed on a contract of at least five consecutive months duration, and shall only be payable when the teacher is in receipt of salary from the School Division. The unused balance each year will be carried forward for one additional year for a total accumulation of two years. The teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.* The plan shall be administered by ASEBP in accordance with Canada Revenue Agency and the Income Tax Act of Canada.

7.3.2 *School Division Contribution per Month: September 2012 – August 2016 - \$50.00*

7.3.3 *Effective September 1, 2019, the annual contribution amount will increase to \$725 (\$60.42 per month).*

### **7.4 Other Group Benefits**

#### **7.4.1 Employment Insurance Premium Reduction**

7.4.1.1 It is understood that payments towards the aforementioned health and welfare plans shall permit the School Division to retain and not pass on to teachers any rebates of premiums otherwise required under the EI regulations.

#### **7.4.2 Benefits for Retirees on Contract**

7.4.2.1 Notwithstanding the above, for teachers who are in receipt of a pension who are employed under a contract and are not eligible to enrol in ASEBP, the School Division shall reimburse each teacher for benefit premiums up to the equivalent amount they would have contributed had the teacher participated in all plans.

## **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 *Staff deployment and administrative time shall be the responsibility of the superintendent or designate and principal, in consultation with their staff.*

#### **8.3.2 Duty Free Lunch (Effective April 7, 2019)**

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

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

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

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

### **8.4 School Calendar**

8.4.1 The School Division shall notify teachers of the commencement date of the school year by March 31.

## **9. PROFESSIONAL DEVELOPMENT**

### **9.1 Teacher Professional Growth Plan**

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

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

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

## 9.2 **Professional Improvement Leave (With Partial Pay)**

(the amount stipulated in the collective agreement Schedule A)

9.2.1 Upon application to the School Division a teacher may be granted a leave of absence for study to upgrade the teacher's academic or professional status or for other reasons acceptable to the School Division.

(a) A teacher who is granted professional leave shall give an undertaking in writing to return to their duties following expiration of their leave and shall not resign from teaching service, other than by mutual agreement between the Superintendent and the teacher, for a period of at least two school years after resuming their duties. Should a teacher resign or retire from service of the School Division before completing their two years' service following such leave, repayment of leave salary shall be made to the School Division on a pro rata basis.

(b) All applications for professional leave shall be submitted to the Superintendent by November 1st preceding the school year in which the professional leave is to commence. Applications outside of this date may be considered.

(c) The School Division shall, after reviewing the applications for professional leave, grant a minimum of one such leave per 100 teachers. Where there is only one application, the School Division reserves the right to refuse. Those granted professional leave shall be so informed by December 15 preceding the school year in which the professional leave is to commence.

(d) Professional leave may be applied for after five years or during the fifth year of continuing service with the School Division.

(e) Upon resumption of duties, the teacher will be assigned to one of the following positions with the School Division:

(i) the same position previously vacated by the teacher

(ii) a position similar to that previously vacated by the teacher, or

(iii) a position for which the teacher is qualified in accordance with their training and /or experience.

A teacher returning from leave shall be returned to the same school unless the teacher has requested a transfer or has been transferred in accordance with School Division policy.

(f) The following criteria for professional leave will be considered:—  
Interviews will be held with the applicants

—Seniority

—Performance in present position

—Direct application to Division programs

—Extra-curricular application and contribution

—Present academic preparation

—Preservation of job (retraining in other areas)

## **10. SICK LEAVE / Medical Certificates and Reporting**

10.1 *In the first year of service with the School Division, teachers shall be entitled to 20 school days of sick leave at full salary.*

10.2 *Temporary or interim contract teachers will have the equivalent sick leave entitlement prorated to the length of their term (calculated at the equivalent of 2 sick days per month).*

10.3 *During the second and subsequent continuing years annual sick leave with full salary will be available for 90 calendar days. A teacher who has accessed sick leave due to medical disability shall, upon return to full-time duty, have the entitlement reinstated.*

10.4 *Sick leave with pay will be granted to the teacher for the purpose of obtaining necessary personal medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.*

10.5 *The employee shall provide:*

*(a) For illness of four (4) consecutive days or less, a statement in a form (absence form) approved by the School Division and signed by the employee substantiating the illness.*

*(b) For illness of more than four (4) consecutive days, a statement in a form (absence form) approved by the School Division and signed by the employee substantiating the absence. In addition, the School Division or*



*Superintendent may require a statement from a qualified medical or dental practitioner, at no cost to the employee and this statement may be required prior to duties.*

*(c) For illness of more than 10 (10) consecutive days, a statement in a form (absence form) approved by the School Division and signed by the employee substantiating the absence. In addition, the School Division or Superintendent shall require a statement from a qualified medical or dental practitioner, at no cost to the employee and this statement shall be required prior to returning to duties, verifying illness and return to work authorization.*

## **11. MATERNITY, ADOPTION AND PARENTAL LEAVE**

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

*11.1.1 The School Division will administer maternity and parental leaves in compliance with the provisions of the Employment Standards Code of Alberta and any regulations made thereto, and in accordance with the School Division's SUB plan.*

*11.1.2A pregnant teacher who has been employed by the School Division for 52 consecutive weeks is entitled to maternity leave without pay as outlined below. During the maternity leave, the teacher, if eligible to participate, is entitled to continue benefit coverage.*

*11.1.2.1 A pregnant teacher referred to above is entitled to maternity leave of:*

*(a) a period not exceeding fifteen (15) weeks commencing at any time during the period of twelve weeks immediately preceding the estimated date of delivery, and not later than the date of delivery; and*

*(b) if the actual date of delivery is after the estimated date of delivery, an additional period of time consisting of the time between the estimated date of delivery and the actual date of delivery.*

*11.1.2.2 Subject to clause 11.1.2.1 the maternity leave shall include a period of at least six (6) weeks immediately following the actual date of delivery.*

*11.1.2.3 Notice of maternity leave. A pregnant teacher shall provide the School Division at least (6) weeks' notice in writing of the day on which she intends to commence maternity leave and, if requested by the School Division shall provide a medical*

*certificate verifying that she is pregnant and giving the estimated date of delivery.*

11.1.2.4 *Shortening maternity leave. A teacher, with the agreement of the School Division, may shorten the duration of the six (6) week period following the actual date of delivery by providing the School Division with a medical certificate indicating that resumption of work will not endanger her health.*

11.1.3 *Notice of resumption of employment. Subject to clause 11.1.2.4, a teacher who wishes to resume working on the expiration of a maternity leave or parental leave shall give the School Division at least four (4) weeks' written notice of the date on which the teacher intends to resume work. Notice must be provided not later than four (4) weeks before the end of the leave period to which the teacher is entitled, or four (4) weeks before the date on which the teacher has specified as the end of the teacher's leave period, whichever is earlier.*

11.1.3.1 *A teacher must resume work on the date specified in the written notice, and if the teacher fails to return to work on that date, the teacher is not entitled to resume work subsequently unless the failure to return to work resulted from unforeseeable or unpreventable circumstance of an emergency nature.*

11.1.3.2 *Where a teacher is entitled to resume work under this article, the School Division must:*

*(a) reinstate the teacher in the position occupied when maternity or parental leave started; or*

*(b) provide the teacher with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the teacher when the maternity or parental leave started.*

11.1.3.3 *A teacher who does not wish to resume employment after maternity or parental leave must give the School Division at least four (4) weeks' written notice of intention to terminate employment.*

11.1.4 *The Board of Trustees recognizes the right of eligible teachers to be granted a maternity leave, a portion of which may be health related. The School Division will maintain a Supplemental Unemployment Benefit Plan (Sub Plan) under the regulation of Canada Employment and Immigration, Coverage and Premium Policy Division, to be*

*accessed by eligible employees granted maternity leave under this policy, for the health related portion of the maternity leave.*

*(a) The School Division shall implement and maintain a Supplemental Unemployment Benefits Plan (SUB) for eligible employees to access sick leave benefits for the health-related portion of the maternity leave. After 90 consecutive calendar days of disability, the teacher shall apply for extended disability benefits (ASEBP) and the SUB payments shall cease.*

*(b) The employee must provide the Superintendent of Schools with a statement and a medical certificate signed by a duly licensed and qualified physician specifying the length and particulars of the health-related portion of the maternity leave.*

*(c) Each eligible employee shall verify, to the satisfaction of the Superintendent of Schools that the employee is in receipt of EI benefits by providing a copy of each EI cheque stub.*

*(d) The employee shall apply for unemployment insurance (EI) benefits when eligible to do so.*

*(e) The School Division shall supplement the EI benefits received by the employee to a maximum of 95% or as set out by Canada Employment and Immigration of the employee's normal weekly earnings, during the health-related portion of the maternity leave, falling within the EI entitlement period.*

*(f) The School Division shall pay its portion of the employee's benefit plan premiums during the health-related portion of the maternity leave as specified in Article 11 of the Collective Agreement.*

*(g) The remainder of the maternity leave not covered by the health-related portion shall be without pay and without School Division contributions to benefit plan premiums.*

*(h) The employee shall not be entitled to any supplementation of EI benefits for any period during which the employee would not have worked but for being on maternity leave.*

*(i) Payments received under the supplementation plan will not reduce the claimant's accumulated sick leave, severance pay or any other accumulated credits from employment or any payments in respect of guaranteed annual remuneration or in respect of any deferred remuneration plan.*

*(j) The SUB plan is financed by the general revenues of the Division.*

*(k) Record of payments under the SUB plan will be identified separately in the Division's payroll and accounting records.*

### **Parental Leave**

*11.1.5 The School Division shall grant parental leave to a teacher, at no salary or benefit costs to the School Division, in the following circumstances:*

*(a) in the case of a teacher entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the teacher's maternity leave;*

*(b) in the case of a parent who has been employed by the School Division for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth.*

*(c) in the case of an adoptive parent who has been employed by the School Division for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.*

*11.1.6 If both parents are School Division employees, the parental leave may be accessed entirely by one of the parents or shared by the parents. However, the School Division is not required to grant parental leave to more than one employee at a time.*

*11.1.7 Notice of parental leave. A teacher must give the School Division at least six (6) weeks of notice of the date the teacher will start parental leave unless:*

*(a) the medical condition of the birth mother or child makes it impossible to comply with this requirement; or*

*(b) the date of the child's placement with the adoptive parent was not foreseeable.*

*11.1.8 If a teacher cannot comply with the written notice requirement for any of the reasons stated under clause 11.1.7, the teacher must give the School Division written notice at the earliest possible time of the date that the teacher will start or has started parental leave.*

*11.1.9 Employees who intend to share parental leave must advise their respective employers of their intention to share parental leave.*

**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.*

11.1.3A *teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*

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

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

## **11.2 Parental Leave**

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

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

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

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

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

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

### **11.3 Salary Payment and Benefit Premium**

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

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

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

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

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

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

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

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

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

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

*11.4.4A 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.*

*11.4.5If 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.*

*11.4.6If 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 At Loss of Substitute Pay:**

12.1.1 Subject to operational requirements of the school, personal leave for not more than three (3) teaching days shall be granted to teachers on a contract of five (5) months or longer for attending to private concerns. Where possible, at least one week advanced notice shall be given to the principal, or in the case of a principal, to the Superintendent or their office.

12.1.2 A teacher may take leave for Community Service Duty (advisory board/service/club/church conferences), subject to the prior approval of the Superintendent.

### **12.2 At Full Pay:**

12.2.1 Subject to operational requirements of the school, *personal leave for not more than one (1) teaching day shall be granted to teachers on contract of 5 months or longer for attending to private concerns.* Where possible, at least one (1) week advanced notice shall be given to the principal or in the case of a principal to the superintendent.

12.2.2 Should the day in 12.2.1 be unused by June 30 of a given school year, this day shall carry forward for a maximum of three (3) additional school years. The maximum number of days available in this clause shall be four (4).



12.2.3A maximum of three (3) personal leave days at full pay can be taken at one time.

12.3 When a day of personal leave at loss of substitute pay or a day of personal leave at full pay is taken on a professional development day, written notice shall be given by the teacher to the Superintendent or designate.

12.4 A teacher's request to use five (5) or more consecutive operational days at full, partial or loss of pay requires superintendent approval. This request shall be in writing.

### **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 and Death Leave (At Full Pay)**

14.1.1 *A teacher may take leave for not more than five teaching days, if necessary, due to a critical illness/death of a relative of the teacher or of the teacher's spouse, or other person if approved by the Superintendent or designate.*

14.1.2 *Emergency leave may be extended at the discretion of the Superintendent or School Division should additional time be required.*

**14.2 Family Medical Leave (At Full Pay)**

14.2.1 *Maximum of three days per school year to attend to the medical or dental needs of immediate family members (spouse, children, including guardian/foster, and parents)*

**14.3 Adoption/Birth Leave (At Full Pay)**

14.3.1 Upon request, a teacher shall be granted two days of leave to attend to the birth or adoption of their child. This leave is to be accessed within one (1) week from the date of birth or adoption or date the mother or child is released from the hospital.

**14.4 Graduation/Exam Writing Leave (At Full Pay)**

14.4.1 A teacher may take leave for a period of one teaching day, plus one teaching day for traveling, if necessary, per school year to attend the teacher's convocation of a university or graduation from a post-secondary institution.

14.4.2 A teacher may take leave for not more than two teaching days per school year for the purpose of writing examinations or defending a capstone, thesis or dissertation in academic or professional courses.

14.4.3 A teacher may take leave for the period of one teaching day, plus one teaching day for traveling, if necessary, to attend the convocation or graduation from a post-secondary institution of their spouse or child.

**14.5 Inclement Weather/Impassable Roads (At Full Pay)**

14.5.1 A teacher who, despite reasonable efforts is unable to travel to their school, from their usual place of residence because of inclement weather, impassable road conditions or failure of transportation facilities other than their own, is entitled to their salary for the periods of absence so occasioned. Teachers are expected to attend at school for the afternoon should inclement weather, impassable road conditions or failure of transportation facilities other than their own be remedied to allow for travel.

14.5.1.1 Impassable roads do not include a teacher's driveway, lane or private road.

14.5.2 When school is closed for all students due to health reasons, inclement weather, physical plant breakdowns, teachers will not be required to attend school.

#### 14.6 **Service to Other Agencies**

14.6.1 **At Full Pay:** Teachers may be approved for leave by the Superintendent or designate to be absent to attend in-service meetings or Alberta Education committees, athletic or cultural associations or other events pertinent to the conduct of approved programs in the Division.

14.6.2 **Cost of Substitute Reimbursed by Other Sources:** Teachers may be approved for leave by the Superintendent or designate and by the Staff Development Committee to attend conferences, workshops and meetings, deemed worthwhile to the professional growth of the individual and or the Division. Substitute teacher costs will be either reimbursed from other sources or in the case of the Staff Development Committee will be deducted from the annual allocation given to the committee.

#### 14.7 **Jury Duty**

14.7.1 For jury duty or any summons related thereto.

14.7.2 To answer a subpoena or summons to attend any court proceedings as a witness in a cause other than the teacher's own. The teacher shall reimburse the School Division an amount equivalent to any witness or jury fee set by the court.

#### 14.8 **Discretionary Leave**

14.8.1 Upon application, the Superintendent may grant leave with no pay, partial pay or full pay.

#### 14.9 **Deferred Salary Leave Plan**

14.9.1 The School Division shall implement a deferred salary leave plan, as approved by Revenue Canada, whereby teachers employed by the School Division have the opportunity of taking a one-year leave of absence on a deferred compensation basis, on the terms and conditions described in the plan (Schedule B).

14.9.2 An eligible teacher shall mean a teacher employed pursuant to a contract that continues in force from year-to-year. The maximum

number of participants on leave of absence in any one year shall be subject to a decision of the School Division taking into account the number of years of participation of each teacher and the needs of the system.

14.9.3A teacher's benefits will be maintained by the School Division during their leave of absence, provided the teacher requests such in writing three months prior to date of leave. The teacher shall pay to the School Division the full cost of any benefit premiums paid on their behalf.

14.9.4 No increments will be earned by a Participant during the period of leave unless the leave time is used in such a manner that increments would normally be granted as determined in the Association/School Division agreement.

14.9.5 On return from leave (4.7, Schedule B), a teacher will be assigned to a position with the School Division in accordance with the following priorities:

(a) the same position previously vacated by the teacher.

(b) a position similar to that previously vacated by the teacher, or

(c) a position for which the teacher is qualified in accordance with their training and/or experience.

14.9.6 A teacher returning from leave shall be returned to the same school unless the teacher has requested a transfer or has been transferred in accordance with School Division policy.

## **15. CENTRAL GRIEVANCE PROCEDURE**

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

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

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

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

*Association, the affected School Division, and any affected teacher or teachers.*

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

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

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

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

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

*a) An affected School Division rectify any failure to comply with the collective agreement.*

*b) An affected School Division pay damages to the Association, affected teacher or teachers, or both.*

*c) TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

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

*a) TEBA and the Association.*

*b) Any affected School Division.*

- c) *Teachers covered by the collective agreement who are affected by the award.*
- 15.16 *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*
- 15.1 *Effective May 1, 2019, this procedure applies to differences:*
- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
- b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
- c) *where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this Collective Agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this Collective Agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*
- 15.5 *For the purposes of this Article, written communication may be provided by email.*
- 15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.*
- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*

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

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

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

15.9 *The written notice shall contain the following:*

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

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

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

*d) The remedy requested.*

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

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

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

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

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



- 15.14 (a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.15 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*
- 15.16 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected School Division rectify any failure to comply with the Collective Agreement;*
- b) *An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
- c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.17 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
- b) *Any affected school Division.*
- c) *Teachers covered by the Collective Agreement who are affected by the award.*
- 15.18 *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*

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

## **16. LOCAL GRIEVANCE PROCEDURE**

16.1 The following grievance procedure is in accordance with the requirements of the Labour Relations Code and provides for the peaceful settlement of any differences arising from the interpretations, application or operation of this collective agreement, including any questions as to whether the differences are arbitrable and shall be dealt with as follows:

16.2 **Step 1** - Such differences (hereinafter called a grievance) shall first be submitted in writing to the secretary of the Local of the Association and the secretary-treasurer of the School Division.

(a) Such written submission shall be made within 30 days from the date the grievor first had knowledge of the alleged violations.

(b) The submission shall set out the nature of the grievance, the clauses of this collective agreement which are alleged to have been violated and the remedy sought.

16.3 **Step 2** - In the event the grievance is not settled within 15 days from the date of the submission in accordance with step 1, then within a further period of 15 days the grievance shall be referred in writing to the grievance committee.

(a) Such grievance committee shall consist of two representatives of the Association and two representatives of the Grasslands Regional Division.

(b) This grievance committee shall meet and endeavor to resolve the grievance and shall render its decision within 15 days following receipt of the submission.

(c) If the majority of the grievance committee reaches a decision as to the disposition of the grievance, that decision shall be final and binding on both parties. A majority decision shall be the decision of three members of the grievance committee.

16.4 **Step 3** - In the event the grievance committee does not meet within 15 days following receipt of the submission, or in the event that the committee does not reach a majority or unanimous decision within the said time limitations, then either party may, by written notice to the other party, require the establishment of an arbitration board as hereinafter provided.

(a) Such notice must be given within 10 days after the date the 15 day limitation in step 3 expires.

(b) Concurrently with the notice by the party requiring the establishment of an arbitration board, the party shall name its nominee to the Board and the recipient of the notice, shall, within five days, inform the other party of its nominee to the Board.

(c) The two nominees so appointed shall within five days of the appointment of the second of them, appoint a third person, who shall be chairman of the arbitration board. In the event of failure to agree on the appointment of a chairman, any party may request the Director of Mediation Services to make the necessary appointment.

16.5 **Step 4** - The arbitration board shall hear and determine the grievance and shall issue an award in writing not later than 15 days after commencement of the hearings, provided that this time period may be extended by written consent of the parties.

(a) Such award shall be final and binding upon the parties and upon any employee affected by it.

(b) The decision of a majority of the arbitration board is the award of the Board, but where there is no majority (or unanimity) the decision of the chairman governs and shall be deemed to be the award of the Board.

(c) The arbitration board by its decision shall not alter, amend or change the terms of this agreement.

(d) Each party to the grievance shall bear the expense of its respective nominee and the two parties shall bear in equal proportions the expense of the chairman.

(e) All the aforesaid time limitations in the steps shall be exclusive of Saturdays, Sundays and other holidays and in the event that at any stage of the aforesaid procedures (except in respect of appointing persons to a board) a party fails to take the necessary action within the time limit specified, the grievance procedure shall be deemed to be at an end.

(f) Any of the aforesaid time limits may be extended at any stage by mutual consent of the parties.

## 17. EMPLOYMENT

### 17.1 Transfers

17.1.1 The School Division shall pay to a teacher it has transferred to another school more than 10 km from their existing position school, the moving expenses necessarily incurred by the teacher as the result of such transfer to a maximum of \$2,000 (receipts required). This does not apply to a teacher who has requested a transfer.

## **17.2 Information and Files**

17.2.1 The School Division and the Association recognize the advantage and acknowledge the mutual benefits to be derived from communication through the various channels that are available to them.

17.2.2 The School Division will post a copy of the Collective Agreement and the School Division's current policy handbook and administrative procedures on the Division website.

17.2.3 The School Division shall submit proposed School Division policies pertaining to teachers to the elected representatives of its teaching staff during the time which schools are operating. The teachers shall be given at least four weeks or such time as mutually agreed upon to respond to these proposals. The teachers may respond to these proposals in such manner as they may desire.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS**  
**\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

**THE GRASSLANDS SCHOOL DIVISION**

\_\_\_\_\_  
**CHAIRMAN – THE GRASSLANDS SCHOOL DIVISION**

\_\_\_\_\_  
**ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES**  
**THE GRASSLANDS SCHOOL DIVISION**

\_\_\_\_\_  
**ALBERTA TEACHERS' ASSOCIATION – LOCAL NO. 34**  
**NSC CHAIR**

\_\_\_\_\_  
**ALBERTA TEACHERS' ASSOCIATION – LOCAL NO 34**  
**TWC CHAIR**

\_\_\_\_\_  
**ALBERTA TEACHERS' ASSOCIATION**

\_\_\_\_\_  
**ALBERTA TEACHERS' ASSOCIATION**

## **LETTERS OF UNDERSTANDING - CENTRAL**

### **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 jurisdiction 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.*

## **SCHEDULE A**

### **PROFESSIONAL LEAVES**

Letter of Understanding between the Association and the School Division

Professional leave for a complete school year – 70% of fourth year minimum of the current salary schedule in effect during the teacher’s leave of absence or a greater amount if funded by an external source.

Professional leave for a complete semester – 35% of fourth year minimum of the current salary schedule in effect during the teacher’s leave of absence or a greater amount if funded by an external source.

## **SCHEDULE B**

### **DEFERRED SALARY LEAVE PLAN**

1. Definitions
2. Application
3. Funding for Leave of Absence
4. Taking of Leave of Absence
5. Fringe Benefits
6. Withdrawal
7. Suspension from Participating in the Plan
8. Termination or Amendment of Plan

### **DEFERRED SALARY LEAVE PLAN**

#### **1. DEFINITIONS**

"Accrued Interest" in respect of a Taxation Year means the amount of interest earned in accordance with clause 3.3 on the monies retained by the School Division on behalf of the Participant calculated from:

- (a) the first date any of such monies have been so retained by the School Division, or
- (b) the first day of the Taxation Year, whichever is later.

"Committee" means a committee as defined by the School Division.

"Current Compensation Amount" means the total compensation payable by the School Division to the Participant for the school year, including their proper grid salary and all allowances, per the Collective Agreement.

"Deferral Period" shall be the number of years for which compensation is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.5, if applicable.

"Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the School Division for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the Participant in accordance with clause 3.4.



"Eligible Investor" means any Canadian chartered bank, or trust company authorized to carry on business in the province of Alberta and who maintains Canada Deposit Insurance, and any credit union authorized to carry on business in the province of Alberta or the treasury branches of Alberta.

"Eligible Teacher" means a teacher as defined by Policy of the School Division.

"Leave of Absence" means the period of time described in clause 4.1.

"Participant" means an Eligible Teacher who has completed a Memorandum of Agreement (Schedule "C") and whose application for participation in the Plan has been approved by the School Division in accordance with clause 2.2.

"Plan" means the plan set out in this schedule, and includes all amendments thereto.

"Regulations" means the regulations under the Income Tax Act (Canada).

"Taxation Year" means the calendar year.

## **2. APPLICATION**

### **2.1 Formal Application**

In order to participate in the Plan, an Eligible Teacher must make written application by way of Schedule "B" to the Superintendent of schools on or before March 31, or at a date otherwise agreed between the School Division and the Participant, stating the date of participation in the Plan and the school year in which the Leave of Absence is to be taken.

### **2.2 Approval**

The approval of each application made under clause 2.1 shall rest solely with the School Division. The Superintendent of schools shall, by May 15 of that year, or at a date otherwise agreed between the School Division and the Participant, advise each applicant of the School Division's approval or disapproval of their application, and if the latter, an explanation therefore.

### **2.3 Date of Participation**

If the School Division gives its approval in accordance with clause 2.2, the participation of the Eligible Teacher in the Plan will become effective on the date requested by the Eligible Teacher, or if such date is not agreed to by the School Division, then on a date which is agreed to by the School Division and the Eligible Teacher.

## **3. FUNDING FOR LEAVE OF ABSENCE**

Funding for the Leave of Absence shall be as follows:

### **3.1 Compensation Deferred**

During each school year prior to the leave of absence, the Participant, for a maximum of six school years will receive their Current Compensation Amount, less the percentage amount which the Participant has specified in the Memorandum of Agreement for the school year in question which is to be retained by the School Division. Such percentage amount will be retained by the School Division and be invested in accordance with clause 3.3.

### **3.2 Maximum Percentage Deferred**

The percentage of the Current Compensation Amount deferred by the Participant cannot exceed the percentage amount obtained when 100 percent is divided by the number of years the Participant states they will participate in the plan, including the Leave of Absence year. Notwithstanding the preceding, the maximum deferred in any one Taxation Year shall not exceed 33 1/3 percent of the portion of the Current Compensation Amount received by the Participant in that Taxation Year. This formula applies even if the Leave of Absence is deferred under clauses 4.4 and 4.5.

### **3.3 Investment of Deferred Compensation**

The monies retained by the School Division for each Participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by the School Division in investments offered from time to time by an Eligible Investor. The committee shall choose such Eligible Investor and in making such determination the School Division and members of the Committee shall not be liable to any Participant for any investments made which are authorized by this clause.

#### **3.3.1 Non-Liability of School Division, Association and Committee**

The School Division, the Association and members of the committee shall not be liable to any Participant or Participants for the acts or defaults of each other or for any error in judgment or for any act of omission or commission in the administration or management of the monies retained, provided such monies have been invested in an institution authorized by the provisions of this clause. The School Division, the Association and members of the Committee shall not be liable to any Participant or Participants for any loss suffered in respect to any investment or investments of the monies retained, whether complete loss or partial loss, either direct loss or indirect loss, provided the investment or investments were made in an institution authorized by the provisions of this clause.

### **3.4 Payment of Accrued Interest**

On December 31 of each Taxation Year during the Deferral Period, the School Division shall pay to the Participant the Accrued Interest in respect of that Taxation Year as specified in clause 6 of the Memorandum of Agreement. The Participant hereby irrevocably directs the School Division to cause the Eligible Investor chosen by the Committee in accordance with clause 3.3 to make such payment on his behalf into an account of the Participant with the Eligible Investor.

### **3.5 Reporting to Participants**

The Secretary Treasurer shall make an annual report to each Participant as to the amount of deferred salary retained by the School Division for such Participant, including any interest earned thereon which has been paid out in accordance with clause 3.4. The annual report shall be made no later than July 31 of each year while the Participant participates in the Plan.

### **3.6 Administrative Expenses**

"Administrative expenses" mean internal costs normally incurred by the School Division and not external charges such as may be incurred for the administration of the investment component of the Plan or for consultation, advice, or audit.

## **4. TAKING OF LEAVE OF ABSENCE**

The taking of a Leave of Absence shall be governed by the following provisions:

### **4.1 Qualification to Participate**

In no case shall the Leave of Absence be for a period of less than six months and each Participant shall return to employment for a period of time at least equal to the period of the Leave of Absence.

### **4.2 Manner of Payment During Leave**

The manner of payment to the Participant during the Leave of Absence shall be in installments commencing September 30, being approximately equal to one-twelfth of the monies held by the School Division for the Participant in accordance with clause 3.1 as determined at the beginning of the Leave of Absence, unless otherwise directed by the Participant prior to September 1 of the Leave of Absence. In no event shall payment be made more frequently than monthly.

### **4.3 Amount of Payment During Leave**

The salary to be paid to a Participant during a Leave of Absence shall be related to the monies retained by the School Division in accordance with clause 3.1 for such Participants, but less any deductions made by the School Division under clause 5.1 and any monies required by law to be paid by the School Division for or on behalf of a Participant. During the period of leave, a Participant may not receive any salary or wages from the School Division or any other person or partnership with whom the School Division does not deal at arm's length except as provided in clause 6801(a) (iii) (A) or (B) of the Regulations.

### **4.4 School Division's Right to Defer Leave**

If the School Division is unable to obtain a suitable replacement for a Participant for the period of a Leave of Absence specified by the Participant, the School Division may in its

discretion, defer the Leave of Absence on one occasion for one school year. In such case, the Participant may choose to remain in the Plan or they may withdraw from the Plan, in which case the School Division shall pay to the Participant the Deferred Compensation Amount in one lump sum payment within 60 days of such withdrawal. In no circumstances shall a postponement extend the Deferral Period beyond six years.

#### **4.5 Participant's Right to Defer Leave**

Notwithstanding the date shown in paragraph 2 of the Memorandum of Agreement for a requested Leave of Absence, a Participant may, on one occasion only, with the consent of the School Division given not less than six months prior to the scheduled date, postpone such leave for one year. In no circumstance shall a postponement extend beyond six years.

#### **4.6 Year's Leave of Absence**

The year's Leave of Absence shall immediately follow the Deferral Period.

#### **4.7 Position on Return**

On return from their Leave of Absence, the Participant will be assigned to a position with the School Division as required by the terms of the agreement.

#### **4.8 Salary & Benefits After Leave**

1. After participation in the Plan, the Participant's salary and benefits will be as set out in the Collective Agreement then in force between the School Division and the Association governing the matter.

### **5. FRINGE BENEFITS**

The providing of fringe benefits will be as follows:

#### **5.1 Payment**

During a Leave of Absence, the responsibility for payment of premiums for fringe benefits for a Participant shall be as set forth in the Collective Agreement then in force between the School Division and the Association. Where a Participant is obligated to pay the cost of any fringe benefit during the Leave of Absence, the School Division shall pay such cost on behalf of the Participant on their request and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.

### **6. WITHDRAWAL**

#### **6.1 Upon Termination of Employment**

A Participant who ceases to be employed by the School Division must withdraw from the Plan. Within 60 days the School Division shall pay to the Participant the Deferred Compensation Amount as provided in clause 3.1.

## **6.2 Consent Required**

In extenuating circumstances, such as financial hardship, and with the consent of the School Division, a Participant may withdraw from the Plan at any time prior to March 31 in the year in which the Leave of Absence is scheduled to occur. Within 60 days of such withdrawal the School Division shall pay to the Participant the Deferred Compensation Amount as provided in clause 3.1.

## **6.3 Upon Death**

Should a Participant die the School Division shall within 30 days of notification of such death to the School Division pay the Deferred Compensation Amount to the Participant's estate, subject to the School Division receiving any necessary clearances and proofs normally required for payment to estates.

## **6.4 Balance**

In any event, the School Division shall pay to the Participant the Deferred Compensation Amount or any remaining balance thereof on or before December 31 of the first Taxation Year commencing after the end of the Deferral Period.

## **7. SUSPENSION FROM PARTICIPATION IN THE PLAN**

### **7.1 Notice to Suspend**

2. A Participant may on one occasion while they are participating in the Plan give notice to the School Division stating that the Participant wishes to suspend their participation in the Plan for a period of one year as at September 1 which immediately follows such notice, in which case the School Division shall pay the Current Compensation Amount to the Participant as if they were not participating in the Plan for such year, but the amounts previously retained by the School Division and interest thereon in accordance with clause 3.3 (but less all interest paid to the Participant in accordance with clause 3.4) shall, subject to clause 6.4, continue to be held by the School Division until the Participant withdraws from the Plan or takes a Leave of Absence.

### **7.2 Reinstatement**

If a Participant has given notice in accordance with clause 7.1, the Participant's participation in the Plan shall be reinstated commencing on September 1 which immediately follows the year in which their participation has been suspended.

## **8. TERMINATION OR AMENDMENT OF PLAN BY AGREEMENT**

**8.1** The Plan may be amended or terminated by the School Division. Any amendment(s) shall be binding upon all present and future Participants.

**8.2 Not to Prejudice Ruling**

No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

**SCHEDULE C**

**DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT**

I have read the terms and conditions of the agreement between the Board of Trustees of Grasslands Regional Division #6 and Participant setting up the Deferred Salary Leave Plan (the "Plan") and understand same and I agree to participate in the Plan under the following terms and conditions. All capitalized terms have the same meaning as in the Plan.

**1. PURPOSE**

The main purpose of my enrollment in the Plan is to permit me to fund a Leave of Absence, and not to provide me with benefits on or after retirement.

**2. ENROLMENT DATE**

My enrolment in the Plan shall become effective for the school year commencing.

**3. NUMBER OF YEARS OF PARTICIPATION**

I shall participate in the Plan for \_\_\_\_\_ school years and my Leave of Absence shall immediately follow thereafter, subject to the provisions of paragraph 4 below.

**4. YEAR OF LEAVE**

In accordance with clause 4.6, I shall take my Leave of Absence during the 20 / \_\_\_\_\_ school year but I shall have the right in accordance with clause 4.5 to postpone such leave for one school year and the School Division shall have the right to defer such leave for one school year in accordance with clause 4.4.

**5. FUNDING OF LEAVE OF ABSENCE**

In accordance with clause 3.1, I direct that the percentage amounts as set out in this clause be withheld from the Current Compensation Amount with respect to my participation in the Plan for the following school years:

First Year \_\_\_\_\_ %      Fourth Year \_\_\_\_\_ %

Second Year \_\_\_\_\_ %      Fifth Year \_\_\_\_\_ %

Third Year \_\_\_\_\_ %      Sixth Year \_\_\_\_\_ %

In accordance with clause 3.2, the maximum percentage of Current Compensation Amount deferred in any one year cannot exceed 100 percent divided by the number of years in the Plan including the Leave of Absence year, without taking into account any deferral under clauses 4.4 and 4.5.

Two Years      Maximum 33 1/3%      Five Years      Maximum 20%

Three Years      Maximum 33 1/3%      Six Years      Maximum 16.67%

Four Years      Maximum 25%

I may by written notice to the School Division given prior to September 1 in any given year alter the percentage amounts for that or any subsequent year.

(Note: To be completed for the school year up to the school year in which the Leave of Absence specified in paragraph 4 above is to commence.)

### **PAYMENT OF ACCRUED INTEREST**

I direct the School Division to pay Accrued Interest to me on each of the following dates:

(i) the December 31 which occurs at the end of the Taxation Year in which I have become a Participant;

(ii) each December 31 occurring after the date specified in clause i) above; and

(iii) the last day of the Leave of Absence or when the School Division makes a payment under clause 4.3, 6.1, 6.2, 6.3 or 6.4.