

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 PRAIRIE LAND SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this ____ of _____ 20__ between The Prairie Land 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Effective February 25, 2020, the whereas statement above is repealed and replaced by the following whereas statement:

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

Whereas, terms and conditions of employment and salaries have been the subject of negotiation between the parties, and

Whereas, the parties desire that these matters be set forth in an agreement to govern certain terms of employment of the teachers.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

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Effective February 25, 2020, clause 1.1 above is repealed and replaced by the following clause: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 of Schools

1.2.2 Assistant Superintendent(s)

1.2.3 Deputy Superintendent(s)

1.3 *Effective February 25, 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 February 25, 2020)*

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

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

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

1.6 *The School Division retains all rights of management except where specifically limited by the expressed terms of this collective agreement.*

Effective February 25, 2020, clause 1.6 above is repealed and replaced by the following clause:

1.6 *The School Division retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*

- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective February 25, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2 List Bargaining

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

2.3 Central Matters Bargaining

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

2.4 Local Bargaining

- 2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Division or the*

Association must be served after, but not more than 60 days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.

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

2.5 Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6 Meet and Exchange

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

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

2.7 Opening with Mutual Agreement

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

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

2.8 *Provision of Information (Effective until February 25, 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 February 25, 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 A teacher's salary, normally paid in July and August, shall be paid on June 30 provided the teacher has submitted such a request to the School Division no later than the last school day prior to May 31.

3.1.2 The monthly salary for each teacher shall be 1/12 part of the salary in effect, paid by direct deposit into the bank account of the employee's choice on or before the 25th day of each month.

3.2 Grid

3.2.1 *The matters negotiated by the parties in respect of all salaries and terms and conditions of the teachers' employment with the School Division are governed by this agreement and any statutory provision related thereto.*

3.2.2 *The amount of university education of a teacher and the years of teaching experience, computed as hereinafter provided shall together determine the basic salary of a teacher employed by the School Division.*

Effective September 1, 2018

Years of Teaching Experience	Years of Education		
	Four	Five	Six
0	59,494	62,526	66,167
1	63,343	66,415	70,095
2	67,196	70,308	74,017
3	71,045	74,195	77,940
4	74,895	78,088	81,865
5	78,743	81,976	85,790
6	82,597	85,867	89,713
7	86,446	89,759	93,639
8	90,299	93,648	97,563
9	94,146	97,536	101,486

3.3 Education (Effective until August 31, 2019)

- 3.3.1 *The Alberta Teachers' Association Teacher Qualifications Service (TQS) shall evaluate a teacher's university education for salary purposes in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by the memorandum of agreement among the Department of Education, the Association and the Alberta School Trustees' Association, dated March 23, 1967.*
- 3.3.2 *Each teacher claiming teacher education and each teacher commencing employment with a Division, shall submit to the School Division proof of having applied to the TQS of the Association for a statement of qualifications for salary purposes within 30 calendar days from commencement of the school year, February 1 or from the date of commencement of employment. If satisfactory proof is submitted within the 30 calendar days, salary shall be adjusted retroactively to the applicable commencement of the school year or employment or February 1, on receipt of the proof of having applied to TQS.*
- 3.3.3 *Once a teacher has submitted to the School Division an evaluation from the Teacher Qualifications Service, no further evaluation will be necessary unless a teacher is claiming for additional course credits.*

3.3.4 *Until the teacher submits satisfactory evidence of qualifications, the teacher shall be placed on the salary schedule according to the most acceptable statement of qualifications or according to the minimum education requirements for their teaching certificate.*

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

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

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

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

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

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

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

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

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

3.4 Experience (Effective until August 31, 2019)

- 3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*
- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
 - b) *employed as a substitute teacher within the preceding five (5) years.*
- 3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 *Previously unrecognized experience gained in one school year with a School Division may be carried over for calculation of experience increments in the following school year with that same School Division.*
- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*
- 3.4.5 *One experience increment shall be earned by a teacher employed on a full-time continuing contract with the School Division after they perform required full-time duties for at least 125 school days during a school year.*
- 3.4.6 *The adjustment date for changes in the number of experience increments allowed for teaching experience shall be at the beginning of the school year or February 1.*
- 3.4.7 *The School Division shall only recognize complete years of previous teaching experience for salary purposes provided such previous teaching experience was earned while employed by a board of trustees of a district, division or county board of education as defined in the Education Act or by an early childhood services board operated under the guidelines of Alberta Education.*
- 3.4.7.1 *Experience gained in jurisdictions outside the province of Alberta, but within Canada and United States of America, operated in accordance with the statutes of that jurisdiction will be recognized as if it were earned while in the employ of the School Division.*

- 3.4.7.2 *Previous teaching experience gained by a teacher while employed by a private school accredited by Alberta Education and offering the approved Alberta curriculum, will be recognized for salary purposes.*
- 3.4.8 *Only teachers holding an approved Alberta teaching certificate shall receive experience increments.*
- 3.4.9 *The onus of substantiating previous teaching experience for the purpose of gaining experience increments rests with the teacher.*
- 3.4.9.1 *Proof of previous teaching experience, or proof of having applied for same must be submitted to the School Division within 45 calendar days of commencement of employment or the first day of school of each school year or February 1, whichever is applicable.*
- 3.4.9.2 *If evidence of previous teaching experience is submitted within 45 calendar days, salary, in accordance with the experience increments gained, shall be paid effective the date of commencement of the school year or the date of commencement of employment or February 1, whichever is applicable.*
- 3.4.9.3 *If such evidence is not submitted within the aforementioned 45 calendar days, the teacher shall be placed on the salary schedule in accordance with the most recent acceptable statement of experience increments. The teacher's salary shall be adjusted effective the beginning of the month following the submission of such evidence.*
- 3.4.9.4 *Until the teacher submits satisfactory evidence of previous teaching experience, the teacher shall be placed on the salary schedule in accordance with the most recent acceptable statement of teaching experience or the minimum salary level applicable to the teacher's years of university education.*

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: Effective September 1, 2019

3.5.1 *In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the School Division shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the School Division.*

3.5.1.1 *Teachers must present valid proof of education and experience, satisfactory to the School Division, prior to this evaluation.*

3.5.1.2 *This evaluation shall be conducted when a teacher is hired to teach a CTS or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.*

3.5.1.3 *A copy of the decision will be provided to the teacher.*

3.5.2 *After the evaluation in 3.5.1 has concluded, the School Division may place a teacher on a step greater than their experience and/or education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.*

3.6 Other Rates of Pay

3.6.1 Service Outside the Operational Days

3.6.1.1 A teacher regularly assigned to classroom duties who agrees to render service in excess of 200 days shall be paid at the rate of 1/200 of the rate of their total salary for each day they are so employed in excess of 200 days.

3.6.1.2 Notwithstanding 3.6.1.1, it is recognized that teachers who are in receipt of an administrative or supervisory allowance, shall accept the professional responsibility of having their units operational on the opening day of school each school term, semester or other division of the school year. In a like manner, such teachers shall accept the professional responsibility of completing all activities connected with school opening and closing.

3.6.1.3 A teacher who agrees to render service outside the calendar year, at the request of the Superintendent or designate, shall be paid 1/200th of the teacher's total annual salary for each full day of work, or 1/400th of the teacher's total annual salary for each half day of work.

3.6.2 Colony Teachers Technology Allowance

3.6.2.1 The School Division shall reimburse colony teachers with a technology allowance of \$250 per year, pro-rated to the teacher's FTE.

3.6.2.2 Effective March 1, 2020, this allowance shall only be paid in circumstances where the School Division is not providing a portable device to provide internet service.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Administration Allowances

4.1.1 *The additional allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. In addition to the foregoing salary, there shall be paid additional allowances in accordance with the following schedule.*

4.1.2 Principal Allowances

4.1.2.1 *Effective May 1, 2018 each principal shall be paid 13.5 per cent of category 6 max on the current salary grid plus \$26.56 per student under their responsibility.*

4.1.2.2 *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.*

4.1.3 Vice-Principal Allowances

4.1.3.1 *Each vice-principal shall be paid eight per cent of their position on the grid plus \$17.01 per student under their responsibility.*

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

4.1.4 *The pupil count for all allowances is to be as of September 30 in each school year and each ECS student shall be considered a 1.0 student.*

4.1.5 *Teachers appointed as divisional coordinators shall be paid an allowance equal to 15 per cent of their position on the grid.*

4.1.6 *In a school having one classroom, one teacher shall be designated a lead teacher and shall be paid an additional allowance equal to four per cent of category 4 and 0 years of experience. The minimum principal allowance specified in 4.1.2.2 does not apply to the one classroom teacher.*

4.2 Acting/Surrogate Administrators – Compensation

4.2.1 In a principal's absence, the vice-principal is deemed to be the acting principal. In the absence of the principal and vice-principal(s), if any, the principal may designate a teacher to be the acting principal.

4.2.1.1 A teacher designated as acting principal shall be paid a per diem of 1/200 of the vice-principal's allowance as identified in article 4.1.3.

4.2.1.2 Notwithstanding article 4.2.1.1, after four consecutive days an acting principal will be paid a per diem of 1/200

of the principal's allowance in lieu of the vice-principal's allowance.

4.3 Red Circling

If an administrator is transferred to a school resulting in a smaller administrative allowance, the administrator's allowance before the transfer will be red circled for a period of one year or until the allowance in the new position exceeds the red circled allowance. The administrator will still receive increases to salary as per clause 3.2.

4.4 Teachers with Principal Designations (Effective until February 25, 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 February 25, 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.*

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

- 5.1.1 *The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. Each substitute teacher shall be paid a per diem rate, the amount of which shall include vacation pay, as follows:*

Effective until April 30, 2019, Full Day: \$205.37

Half Day: \$106.79

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

Half day: \$110.24

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

5.2 Commencement of Grid Rate

- 5.2.1 *A substitute teacher who teaches five or more consecutive days in the same teaching position shall be paid effective the sixth day and every consecutive day thereafter a daily rate equivalent to 1/200 of their placement on the salary schedule.*

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

5.3 Other Substitute Teacher Conditions

5.3.1 Injury on the Job

5.3.1.1 *Substitute teachers shall have access to up to 5 teaching days of pay at the substitute rate, with medical documentation on the Substitute Injury Form, if injured while on an assignment.*

5.3.2 Cancellation of Assignment

5.3.2.1 Effective March 1, 2020, substitute teachers will receive advanced notice of cancellation of assignment by 5:00 p.m. at the latest on the day prior to the scheduled assignment. Cancellation occurring after 5:00 p.m. on the day prior to the assignment will result in the substitute teacher receiving the daily rate agreed to in the initial booking.

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 Salaries and Benefits

6.2.1 *The provisions of this agreement shall apply to part-time teachers on a pro-rated basis. In other words, part-time teachers shall receive the same percentage of salary and benefit premium contributions, as the percentage that their part-time teaching assignment is of a full time teaching assignment.*

6.3 Other Part-time Teacher Conditions

6.3.1 The timetable for a part-time teacher shall be contiguous, where reasonably practicable. A part-time teacher whose timetable is not able to be made contiguous will be provided with the rationale for the decision.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

7.1.1 The School Division shall effect and maintain:

7.1.1.1 Alberta School Employee Benefit Plan (ASEBP)

7.1.1.1.1 Extended Disability Benefit - Plan D

*7.1.1.1.2 Life, Accidental Death and Dismemberment -
Schedule 2*

7.1.1.1.3 Extended Health Care - Plan 1

7.1.1.1.4 Dental Care - Plan 3

7.1.1.1.5 Vision Care - Plan 3

7.1.1.2 Alberta Health Care Plan

7.1.2 For teachers enrolled in the plans identified in 7.1.1.1 and 7.1.1.2 the School Division shall contribute 100 per cent towards the monthly premium of each plan.

7.2 Group Benefits Eligibility

7.2.1 All teachers shall be covered under the provisions of the Alberta School Employee Benefit Plan, life and extended disability benefits, Plan D, Schedule 2.

7.2.2 With respect to article 7.2.1, it is understood that participation in the Alberta School Employee Benefit Plan: Extended Health Care - Plan 1; Dental Care - Plan 3; Vision - Plan 3 and Alberta Health Care is not a condition of employment.

7.3 Health Spending Account *This clause expires August 31, 2020.*

7.3.1 The School Division will establish and contribute annually to an individual Health Spending Account for each teacher under contract as follows:

Effective September 1, 2016: \$600

Effective September 1, 2019: \$725

In this article 'eligible teacher' means any teacher on a continuing, probationary or temporary contract during the year. For temporary contract teachers, 1/12 of the annual contribution will be deposited

for each full month the teacher is under contract. Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.

The account will be administered by ASEBP, using Package/Plan #1 for credits and Expense Payments, as allowed by CRA and the Income Tax regulations for the benefit of that teacher and their spouse and dependant(s).

The provisions of this article shall apply to part-time teachers on a pro-rated basis.

7.4 Health Spending Account /Wellness Spending Account (Effective September 1, 2020)

7.4.1 *The School Division will establish and contribute annually to an individual Health Spending Account/Wellness Spending Account for each teacher under contract as follows:*

Effective September 1, 2016: \$600

Effective September 1, 2019: \$725

In this article 'eligible teacher' means any teacher on a continuing, probationary or temporary contract during the year. For temporary contract teachers, 1/12 of the annual contribution will be deposited for each full month the teacher is under contract. Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.

The account will be administered by ASEBP, using Package/Plan #1 for credits and Expense Payments, as allowed by CRA and the Income Tax regulations for the benefit of that teacher and their spouse and dependant(s).

The provisions of this article shall apply to part-time teachers on a pro-rated basis.

7.5 Other Group Benefits

7.5.1 Employment Insurance Premium Reduction

7.5.1.1 *It is agreed that the EI premium reduction is being shared according to section 64(4) of the Employment Insurance Act by the benefits contained herein.*

- 7.5.2 Any eligible leave where teachers wish to maintain benefit insurance coverage will have the option to pre-pay contributions with written notification to the Corporate Treasurer.
- 7.5.3 *Teachers whose contract of employment ends at the completion of a school year and signs a new contract for the following school year shall have their benefits continue over the summer break.*

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 Special Needs Students

8.3.1.1 *The consideration of the educational program plans for identified special needs students shall involve consultation between School Division staff, parents or guardians, teachers and administrators who may be affected.*

8.3.1.2 *When a student with special needs is placed in a regular class setting, the teacher will have access to information that in the opinion of the School Division or its designee is pertinent to the placement.*

8.3.1.3 *When a student with special needs is placed in a regular class setting, the teacher will be provided inservice training to meet the needs of the student, provided the principal deems the training necessary.*

9.3.1.4 *Special consideration shall be given to class size, aide and clerical time allotments, equipment, furniture monies and administrative assistance time.*

8.3.2 Maximum Instructional and Non Instructional Days

8.3.2.1 *No teacher shall be required to render service for more than 200 days in a school year, exclusive of designated and statutory holidays.*

8.3.3 Duty Free Lunch (Effective April 7, 2019)

8.3.3.1 *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.*

8.3.3.2 *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.*

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

8.3.3.4 *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.*

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

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

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

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

9.2 Sabbatical Leave

9.2.1 *Sabbatical leave shall mean any long term leave of absence granted to a teacher for professional development through study.*

- 9.2.2 Sabbatical leave may be granted at the discretion of the School Division.
 - 9.2.2.1 Written application for sabbatical leave must be made by the teacher 90 calendar days prior to the commencement date of the proposed leave.
 - 9.2.2.2 Each teacher who is granted sabbatical leave for one school year shall be paid an amount equal to current four year minimum salary payable monthly as per the salary schedule.
- 9.2.3 Sabbatical leave for the duration of a semester or trimester may be granted by the School Division. Remuneration shall be calculated on a prorata basis in accordance with 9.2.2.2 above.
 - 9.2.3.1 Each teacher who is granted sabbatical leave as in 9.2.1 shall give an undertaking in writing to return to their duties following expiration of the leave and shall not resign or retire from employment with the School Division, other than by mutual agreement between the School Division and the teacher, for a period of at least two years after resuming their duties.
 - 9.2.3.2 Should a teacher, by mutual consent, resign or retire from service of the School Division before completing their two years' service following such leave, repayment of sabbatical leave salary shall be made to the School Division on a prorata basis. Teachers on extended disability shall not have this counted as a repayment period.
 - 9.2.3.3 Each teacher granted sabbatical leave shall enter into an individual written agreement with the School Division as to the conditions under which they may return to the school system at the conclusion of the leave, provided the individual contract does not contravene the collective agreement.
 - 9.2.3.4 The School Division shall notify all applicants of its decision within 30 calendar days of the application deadline.
- 9.2.4 Experience increments will not be granted to teachers for any period of sabbatical leave.
- 9.2.5 The School Division may pay for non-credit courses that enable teachers to perform their job efficiently, at the rate of \$200 per

course or the rate of the registration fee, whichever is the lesser of the two figures. The course must be approved by the superintendent of schools.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 Sick leave benefits are sponsored by the School Division and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.*
- 10.1.1 In the first year of employment with the School Division, the teacher shall be entitled to statutory sick leave. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*
- 10.1.2 During the second and subsequent years under contract, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability for 90 calendar days.*
- 10.1.3 A teacher who has more than one year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of 90 calendar days.*
- 10.2 Before any payment is made under the foregoing provisions, the teacher shall provide:*
- 10.2.1 A statement, in a form approved by the School Division, signed by the teacher substantiating the illness.*
- 10.2.2 At the request of the School Division, a certificate from the teacher's attending medical or dental practitioner where the absence is for a period of more than three days.*
- 10.2.3 At the request of the School Division or its designate, a certificate from a physician or dentist designated by the School Division attesting to the illness or disability claimed provided there is no cost to the teacher.*
- 10.3 Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employee Benefit Plan.*
- 10.3.1 After 90 continuous calendar days of illness or medical disability, no further salary shall be paid.*

- 10.4 *Provisions of this article shall not be applicable when a teacher is on another leave (other than sick leave) without pay or while on strike.*
- 10.5 *When a teacher leaves the employ of the School Division, all benefits contained under these provisions are cancelled.*

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)*

Maternity Leave

11.1.1 *Teachers are entitled to maternity leave for a maximum period of 15 weeks commencing on a date of their choosing, but no later than the birth of the baby.*

11.1.2 *Entitlement to Maternity Leave*

Where possible, written notice of intent to take such leave will be forwarded to the superintendent or designate at least six (6) weeks prior to commencement of the leave. The notice should include the estimated date of delivery.

11.1.3 *A teacher who fails to comply with clause 11.1.2, and who is otherwise entitled to maternity leave, is entitled to maternity leave as specified in clauses 11.1.1 if within two (2) weeks after she ceases to work she provided the School Division with a medical certificate which:*

11.1.3.1 *indicates that she is not able to work by reason of a medical condition arising from her pregnancy; and,*

11.1.3.2 *gives the estimated or actual date of delivery.*

11.1.4 *The School Division shall pay the portion of the teacher's benefit premiums specified in Article 7 of this collective agreement during the health related portion of the maternity leave. The School Division shall maintain benefit premium contribution for Life, AD&D and Extended Disability benefit for up to 52 weeks from the birth of the child.*

11.1.5 *The School Division shall implement and maintain a supplementary unemployment benefits (SUB) plan which shall provide teachers on maternity leave with 100 percent of their weekly salary under the SUB plan during the health related portion of maternity leave.*

- 11.1.6 *At least four weeks prior to the date on which the teacher intends to return to work, written notice must be forwarded to the superintendent or designate.*
- 11.1.7 *Following the leave, a teacher shall be returned to the position held at the commencement of the leave or to a mutually agreed upon position.*
- 11.1.8 *For the purpose of this leave medical certification of proof of pregnancy, birth and requirement for sick leave may be provided by a doctor or a midwife.*

Parental Leave

- 11.1.9 *Upon request, the School Division shall grant adoption/parental leave for a period of up to 37 weeks. Such leave shall be completed within the first year following the birth or the adoptive date.*
- 11.1.10 *Where both parents are teachers employed by the School Division, the parental leave may be accessed entirely by one parent or shared by the parents, however, the School Division is not required to provide leave to both parents at the same time.*
- 11.1.11 *Whenever possible, written notice of intent to take such leave must be forwarded to the superintendent or designate at least six weeks prior to commencement of the leave.*
- 11.1.12 *Written notice of intent to return to work shall be provided to the superintendent or designate at least four weeks prior to the date on which the teacher intends to return to work.*
- 11.1.13 *Following the leave, a teacher shall return to the position occupied at the commencement of the leave or a comparable position.*
- 11.1.14 **Prohibition Against Termination of Employment**—*The School Division shall not terminate the employment of or lay off a teacher who:*
 - 11.1.14.1 *has commenced maternity leave; or*
 - 11.1.14.2 *is entitled to or has commenced 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.*
- 11.1.3 *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a*

midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.

- 11.1.4 The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.1.5 Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

11.2 Parental Leave

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

11.3 Salary Payment and Benefit Premium

- 11.3.1 *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2 *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3 *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4 *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5 *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*

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

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

Leave of Absence with Full Pay

12.1 In consultation with the principal and with two weeks' notice where possible, *a teacher shall be granted two days personal leave per school year, except where circumstances put such a leave in conflict with the interests of the school. In consultation with the superintendent and with two weeks' notice where possible, a principal shall be granted two days personal leave per school year, except where circumstances put such leave in conflict with the interests of the school. These days may be used to extend a holiday period or long weekend at the discretion of the teacher's or the principal's, immediate supervisor.*

12.1.1 *For any teacher under contract for 60 days or fewer in a school year, the provisions of clause 12.1 do not apply.*

12.1.2 *Any teacher under contract for 61 to 129 days in a school year shall be granted two half day personal leaves per school year.*

12.1.3 Each teacher shall be entitled to accumulate one unused personal leave day per year, to a maximum of five days which may be used in any one school year.

Effective September 1, 2020, each teacher shall be entitled to accumulate two (2) unused personal leave days per year, to a maximum of five days which may be used in any one school year

12.1.3.1 Five days of accumulated personal leave cannot be used in conjunction with Article 12.1.

12.1.4 Each teacher under contract for 61 to 129 days shall be entitled to accumulate one unused half day personal leave per year, to a maximum of five half days, which may be used in any one school year. These days may be used to extend a holiday period or long weekend at the discretion of the teacher's immediate supervisor.

12.1.4.1 Five half days of accumulated personal leave cannot be used in conjunction with Article 12.1.

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.*

13.5 *The School Division shall be reimbursed by Prairieland Association Local at cost of substitute for each day a teacher is absent to participate in the grievance procedure in any way. Reimbursement shall be due within 30 days of billing.*

13.5.1 *In the event the School Division initiates a grievance, substitute teaching costs shall be the responsibility of the School Division.*

14. OTHER LEAVES

Leave of Absence With Full Pay

14.1 Compassionate Leave

14.1.1 *Compassionate leave shall be granted by the School Division in a case of serious illness or death of the teacher's spouse, son, daughter, father, mother, sister, brother, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandparent of spouse.*

14.1.1.1 *up to four school days for serious illness;*

14.1.1.2 *up to five school days for death.*

14.1.2 *Notification of such leave must be given to the school principal or superintendent.*

14.1.3 *Those days referred to in 14.1.1 may be extended at the discretion of the School Division should additional time be required for travel.*

14.1.4 *Before payment is made under article 14.1.1, the School Division may require a medical certificate stating that serious illness was the reason for the absence.*

14.2 Convocation

14.2.1 *Leave shall be granted for a period necessary (not to exceed two days) to a teacher to attend their or their spouse's convocation.*

14.3 Additional Leave

14.3.1 *Additional leave of absence may be granted by the School Division with or without pay.*

14.4 Jury/Subpoena

14.4.1 *Leave shall be granted:*

14.4.1.1 *for jury duty or any summons related thereto;*

14.4.1.2 *to answer a subpoena or summons to attend any court proceedings as a witness in a cause other than the teacher's own.*

14.4.2 The teacher shall reimburse the School Division an amount equivalent to any witness or jury fee set by the court.

14.5 Inclement Weather

14.5.1 A teacher who, despite reasonable effort is unable to travel to their school 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.

14.6 Family Needs Leave

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

Other Leaves

14.7 Leave of absence without pay, allowances and other benefits of this agreement, may be granted to any teacher by the School Division for a period not to exceed one school year, subject to the following conditions:

14.7.1 The teacher shall apply to the School Division, in writing, prior to March 1 of the current year. The applicant shall set forth the reasons for the request;

14.7.2 The teacher shall notify the School Division, prior to March 1 of the following year, of their intention to return to teaching duties;

14.7.3 No experience increment shall be granted for such leave of absence.

14.8 Quarantine

14.8.1 A teacher shall not be required to attend school if they or someone in their household has an infectious virus or disease that is classified as an epidemic.

14.8.2 A pregnant teacher who is working in an environment where there is a disease or epidemic that is known to cause harm to the unborn child will either a) be moved to another school that has a safe working environment or b) provided with work of an alternative nature that can be done from home.

- 14.8.3 In the event there is an epidemic or public health issue, the School Division may waive the requirement to provide a medical certificate as per clause 10.2 upon notification to the Association.

14.9 Child Care Leave

- 14.9.1 Child Care Leave shall be granted to a teacher without pay, allowances, and other benefits of this agreement for a period up to one school year to provide care to a teacher's child less than three years of age.
- 14.9.2 The teacher shall, in consultation with the superintendent, three months in advance of the leave, determine the commencement date of the leave.
- 14.9.3 Return from child care leave shall occur at the beginning of a school year or the beginning of a reporting period or at such other time as mutually agreed by the teacher and superintendent.
- 14.9.4 Teachers returning from child care leave are entitled to a teaching position with the School Division. Every reasonable effort shall be made to return the teacher to a teaching position which has been mutually agreed upon prior to the granting of such leave.
- 14.9.5 Any teacher returning from such leave who was employed on a probationary contract immediately prior to the leave, may, at the discretion of the School Division, be offered a second probationary contract of employment.
- 14.9.6 A teacher requesting return prior to the expiry of the leave will be considered for appropriate vacancies.
- 14.9.7 Where child care leave is granted in conjunction with maternity or parental leave, the combined total leave shall not exceed 24 months.
- 14.9.8 Leave taken for the purpose of child care shall not be considered teaching experience for the purpose of granting a salary increment.
- 14.9.9 Two days of paternal leave with pay shall be provided to a teacher occasioned by the birth of his child.
- 14.9.10 Only one parent shall be granted child care leave under these provisions.

15. CENTRAL GRIEVANCE PROCEDURE

- 15.1 *Effective until April 30, 2019, this procedure applies to differences:*
- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
 - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
 - c) *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this collective agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this collective agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work.*
- 15.5 *If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.*
- 15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
 - b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.7 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
 - b) *The central item or items relevant to the difference,*
 - c) *The central item or items and the non-central item or items, where the difference involves both, and*
 - d) *The remedy requested.*

- 15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*
- 15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the School Division affected by the difference may be invited to participate in the discussion about the difference.*
- 15.10 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Division, and any affected teacher or teachers.*
- 15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*
- 15.12 (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*
- 15.14 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*

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

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

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

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

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

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

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

15.2 *“Central item” means any item which is in italics in this Collective Agreement.*

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

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

purposes of this Article, the months of July and August shall not be included in the computation of operational days.

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

will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division affected by the difference is attending a central grievance hearing.

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

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

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

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

(b) TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.

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

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

a) An affected School Division rectify any failure to comply with the Collective Agreement;

- b) An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
- c) TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

15.17 The award of the Arbitration Board is binding on:

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

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

16.2 The teacher shall, within 30 school days following the occurrence giving rise to the grievance or when the grievor first became aware of the occurrence giving rise to the grievance, whichever is later, bring the matter to the attention of the superintendent. The teacher, with or without Association representation and the superintendent shall attempt to resolve the grievance. If the matter cannot be resolved, the grievor will be notified with a written statement that the grievance is being denied.

If the grievance is denied by the superintendent, the grievance shall be submitted in writing and must include a statement of the following:

- 16.2.1 the name(s) of the aggrieved;
- 16.2.2 the nature of the grievance and the circumstances which gave rise to the grievance;
- 16.2.3 the section(s) where the agreement is claimed to be violated;

16.2.4 the remedy sought.

- 16.3 Such written grievance shall be submitted to the secretary-treasurer of the School Division, the secretary of the Prairieland Local and the coordinator of Teacher Welfare, within 30 school days following the date that the grievance is denied by the superintendent.
- 16.4 The secretary-treasurer of the School Division will then arrange a meeting of the interpretation committee. The interpretation committee shall be composed of at least two Board trustees. A quorum of this committee shall consist of a majority of members. The committee shall receive representation from the teacher with or without Association representation and the Superintendent.
- 16.5 When the interpretation committee receives notice of the submission of a grievance, it shall be required to give its decision within 21 school days following the receipt of such notice. The decision of the interpretation committee shall be provided to the teacher in writing.

If the decision of the interpretation committee is unsatisfactory, then either party may, by written notice served on the other party within 10 school days after the receipt of the decision require the establishment of an arbitration board as hereinafter provided. The parties may, by mutual agreement, consent to postpone the hearing of the arbitration board. Such notice shall contain a statement of the nature of the grievance.

- 16.6 In the event of a proper case grievance, the School Division may institute a grievance within 30 school days following the occurrence giving rise to the grievance or when the School Division first became aware of the occurrence giving rise to the grievance. It shall forward particulars in writing to the Coordinator of Teacher Welfare of the Association. The Association shall render a decision in writing within 21 school days. Likewise, the Association may institute a grievance within 30 school days following the occurrence giving rise to the grievance or when the Association first became aware of the occurrence giving rise to the grievance and shall forward particulars in writing to the School Division within 21 school days. The parties may or may not meet to discuss the decision, but in any regard, the grievor may notify the respondent in writing within 10 school days of receiving the decision of the intent to submit the grievance to a board of arbitration.
- 16.7 Each party shall appoint one member as its representative on the arbitration board within seven school days of receipt of such notice and the two members so appointed shall endeavor to select an independent chairman in accordance with the current *Labour Relations Code*.
- 16.7.1 If the two members fail to select a chairman within five school days after the day on which the last of the two members is appointed,

they shall request the director of mediation services to select a chairman.

- 16.7.2 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 16.8 The arbitration board shall not change, modify or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this agreement or that involves the determination of a subject matter not covered by or arising during the term of this agreement.
- 16.9 The findings and decisions of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairman governs and it shall be deemed to be the award of the board.
- 16.10 Each party to the grievance shall bear the expense of its respective nominee and the two parties shall bear equally the expenses of the chairman.
- 16.11 All the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.
- 16.12 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously so strict adherence to the provisions of the grievance procedure is mandatory. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may only be extended by the written agreement of both parties.

17. EMPLOYMENT

17.1 Transfers

- 17.1.1 The School Division will establish a procedure by which teachers may request transfer to another school or to another grade and/or subject assignment. The procedure must be posted in each school in an appropriate location.
 - 17.1.1.1 Teachers who wish to change grade and/or subject must file a written statement with the superintendent prior to May 1, annually. Such statement must include the subjects and/or grade levels desired.

- 17.1.1.2 Effective March 1, 2020, teachers who desire a transfer to another school must file a written statement with the superintendent prior to April 1, annually. Such statement must include the school(s) to which the teacher seeks a transfer.
- 17.1.1.3 Prior to and including the last day of the school year, when a vacancy occurs, a teacher who has filed a notice of intent to transfer for the type of assignment shall be interviewed. Should the teacher not be selected, he/she may request a written explanation of the reason(s).
- 17.1.2 If the School Division requests a teacher to transfer to another school, the School Division shall pay the reasonable moving expenses necessarily incurred by them and their family as a result of such transfer providing such transfer requires a change of residence.
- 17.1.3 Transfers made at the request of the School Division shall be governed by the process outlined in the current *Education Act*.

17.2 General

- 17.2.1 Prior to employment, teachers may be required to present a medical certificate of good health.
- 17.2.2 Any teacher required to teach in more than one school shall be paid kilometrage at a rate of 32 cents per kilometer or the rate specified in School Division policy, whichever is greater, for travel between the schools, providing the distance between the schools is greater than 16 kilometres.

Effective March 1, 2020, any teacher required to teach in more than one school shall be paid kilometrage at the rate established by the Canada Revenue Agency (CRA) on January 1 each year for travel between the schools, providing the distance between schools is greater than 16 kilometres.

**THE ALBERTA TEACHERS'
ASSOCIATION**

PRAIRIE LAND REGIONAL DIVISION

Coordinator of Teacher Welfare

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

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

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

- h) The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*
- i) The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process. If an oral decision is rendered, it will follow with a written summary including the decision and rationale.*
- j) All decisions of the arbitrator are final and binding.*
- k) The arbitrator retains Division 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 (WSA)

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

There shall be no retroactivity of salary increases prior to April 1, 2019.

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

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

Letter of Understanding #9 Annual Review of Collective Agreement Definition of Days

The parties agree that the TWC Chair and the School Division's representative meet annually to review the definition of whole and half days for use in interpretation of the collective agreement.

Letter of Understanding #10 – Teacher Board Advisory Committee

The parties agree to establish a Teacher Board Advisory Committee made up of 3 representatives of the Local and 3 representatives of the School Division. The committee will be jointly chaired by a representative of the School Division and a representative of the Local. The purpose of this committee is to maintain healthy and collegial relationships between the School Division and its teachers.

On an annual basis, following the Board Organizational Meeting, the School Division commits to proposing dates for an initial Teacher Board Advisory Committee meeting.

The Association and School Division agree that two of the initial topics that the Teacher Board Advisory Committee will address is the safety and liability of video conferencing teachers and substitute teacher booking procedure/automated system.

Addendum #1 Re: Remembrance Day

This will confirm that subsequent to the 2001-02 school year, in years when Remembrance Day falls on a weekend, teachers will receive the Monday following as lieu.

Effective March 1, 2020, this will confirm that subsequent to the 2001-02 school year, in years when Remembrance Day falls on a weekend, teachers will receive the Friday preceding or the Monday following as lieu.

Appendix A

Re: Medical Certificate

Medical Leave Certificate

1. Teacher's Name: _____
2. Teacher's Position: _____
3. Teacher was unable to work due to medical reasons effective _____(date)
4. Is the teacher receiving treatment? Yes ____ No ____ Not Applicable ____
5. Anticipated date of return to work (if known) _____
6. If anticipated return to work is unknown, is the absence likely to be:
______ Less than 30 days?
______ Between 30 days and 60 days?
______ Between 60 days and 90 days?
______ Indeterminate
7. Has the teacher been referred to a specialist? Yes ____ No ____ Not Applicable ____
8. Name of Doctor: _____
9. Address of Doctor

10. Date Seen by Doctor: _____
11. Signature of Doctor: _____