

# **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**

**FOOTHILLS SCHOOL DIVISION NO 38**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2016 to AUGUST 31, 2018**

This collective agreement is made this \_\_\_\_ of \_\_\_\_\_ 20\_\_ between Foothills School Division No 38 (School Jurisdiction) 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 School Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.*

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

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

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

## **1. APPLICATION/SCOPE**

- 1.1 *This collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the School Jurisdiction excepting those positions agreed to be excluded in local bargaining between the School Jurisdiction and the Association.*
- 1.2 Excluded Positions: Notwithstanding Article 1.1, employees holding the following designation shall be excluded from this Agreement:
  - 1.2.1 Superintendent
  - 1.2.2 Deputy Superintendent
  - 1.2.3 Assistant Superintendent
- 1.3 *The Association is the bargaining agent for each bargaining unit and:*
  - 1.3.1 *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*
  - 1.3.2 *has exclusive authority to bargain collectively with each School Jurisdiction on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*

- 1.4 *The School Jurisdiction retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.5 *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.*
- 1.6 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.7 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.8 Structural Provisions

- 1.8.1 Joint Committee

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

## **2. TERM**

- 2.1 *The term of this collective agreement is September 1, 2016 to August 31, 2018. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2018.*

- 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 Jurisdiction 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 Jurisdiction shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and School Jurisdiction 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 Jurisdiction 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**

*2.8.1 As the Association is the bargaining agent for the teachers employed by each School Jurisdiction, each School Jurisdiction 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 Jurisdiction 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 Jurisdiction financial statement;*
- d) Total benefit premium cost;*

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

### **3. SALARY**

#### **3.1 Salary Pay Date/Schedule**

- 3.1.1 The School Jurisdiction shall pay all the teachers monthly 1/12 of the salary rate in effect for that month as herein set forth and computed. For the purpose of this Article, allowances shall be considered to be part of salary.
- 3.1.2 Teachers' salary payments shall be dated the 25th of each month and shall be distributed by the 25th of each month or the last teaching day of the month, whichever comes first. [This clause expires August 31, 2018]
- 3.1.3 Effective September 1, 2018 (or a later date a minimum of 8 months following ratification) teachers' salary payments shall be dated the last banking day of each month and shall be distributed by the last banking day of each month or the last teaching day of the month, whichever comes first.
- 3.1.4 Notwithstanding 3.1.2, if a teacher applies to the School Jurisdiction in writing prior to April 1 of each school year, the teacher shall receive their July and August cheques for that school year on June 30, dated June 30.
- 3.1.5 Unless specifically permitted by this Agreement, authorized by the teacher, or authorized by law, payment of the salary of a teacher shall not be withheld beyond the regular date of payment.
- 3.1.6 Payment for administration allowances shall commence on the effective date of appointment of the administrator.

#### **3.2 Grid**

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

3.2.2 *The salaries for each year of teacher education and experience are tabulated as follows:*

<b>Years of Teaching Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	59,320	62,552	66,421
1	62,779	66,011	69,879
2	66,239	69,469	73,337
3	69,698	72,930	76,798
4	73,158	76,387	80,258
5	76,614	79,847	83,714
6	80,071	83,306	87,176
7	83,531	86,765	90,635
8	86,994	90,225	94,093
9	90,452	93,682	97,552
10	93,910	97,140	101,012

### **3.3 Education**

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

#### **3.3.2 Calculation of Teacher Education**

3.3.2.1 *Within sixty (60) days of commencement of employment with the School Jurisdiction, teachers shall submit a Statement of Qualifications from Teacher Qualifications Service or a copy*

*of the Association's Salary Evaluation Application Form for such evaluation.*

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

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

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

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

### **3.4 Experience**

*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 Jurisdiction may be carried over for calculation of experience increments in the following school year with that same School Jurisdiction.*

*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 Jurisdiction being carried over for calculation of experience increments in the 2017-18 school year with that same School Jurisdiction.*

- 3.4.5 *A year of teacher experience is any one school year during which a teacher under contract has received salary for not less than one hundred twenty (120) days while teaching in Canada. A half year of experience is part of a school year during which a teacher under contract has received salary for not less than sixty (60) days while teaching in Canada.*
- 3.4.6 *Teaching experience earned by a teacher who has taught for another school jurisdiction shall be evaluated on the same basis as if the experience was earned under the School Jurisdiction's jurisdiction.*
- 3.4.7 *The adjustment dates for changes in the number of increments allowed for teaching experience shall be the commencement of the school year and February 1.*
- 3.4.8 *A substitute teacher may gain a year of teaching experience on the grid by accumulating not less than 120 teaching days in accordance with Clause 3.4.1.b.*
- 3.4.9 *Each teacher claiming additional teacher experience and each teacher commencing employment with the School Jurisdiction's shall be placed on the salary schedule according to the level of satisfactory evidence acceptable to the School Jurisdiction. Satisfactory evidence shall be deemed to include documentation from previous Boards. The School Jurisdiction will accept a statutory declaration until satisfactory documentation has been provided.*
- 3.4.10 *If the documentation required in Article 3.4.9 is not supplied within sixty (60) days of commencement of employment, salary shall be adjusted effective the beginning of the month following the date of the submission.*
- 3.4.11 *Notwithstanding Articles 3.4.1 – 3.4.10:*
- A teacher holding a letter of authority is not entitled to receive more than five (5) experience increments until the teacher submits an interim or permanent certificate.*

### **3.5 Special Considerations: Senior High C.T.S. Teachers**

- 3.5.1 *A senior high C.T.S. teacher is a teacher offering instruction in a C.T.S. (Career and Technology Studies) course where the course curriculum requires the teacher to have technical trade qualifications.*

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

**3.6 Other Rates of Pay**

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

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

**4.1 Creation of New Designations/Positions**

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

**4.2 Administration Allowances**

**4.2.1 Principal Allowance**

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

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

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

**4.2.2 Vice Principal Allowance**

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

**4.2.3 Lead Teacher at Hutterite Colony School Allowance**

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

4.2.3.1.1 A base allowance of \$3,100.18

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

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

**4.2.4 Principal or Designate at Cameron Crossing School Allowance**

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

4.2.4.2 A base allowance of \$3,100.18

**4.2.5 Division Directors Allowance**

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

**4.2.6 Division Coordinators Allowance**

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

**4.2.7 Division Supervisors Allowance**

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

**4.2.8 Division Facilitators Allowance**

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

#### **4.2.9 Full-Time Teacher at Hutterite Colony School Allowance**

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

### **4.3 Red Circling**

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

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

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

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

- 4.4.1 When in the absence of the principal, the vice-principal acts in the principal's place for a period of five (5) or more consecutive school days, the vice-principal shall be designated as acting principal and shall receive an allowance computed as per Article 4.2.1 for the sixth (6<sup>th</sup>) consecutive school day and the following school days of the period during which the vice-principal is so designated.
- 4.4.2 In schools where there is no vice-principal, a teacher shall be designated acting principal and shall be paid in accordance with the administration allowance specified in Article 4.2.1, effective the first complete one-half (1/2) school day of the principal's absence.

### **4.5 Teachers with Principal Designations**

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

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

4.5.3 *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the School Jurisdiction 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.*

## **4.6 Other Administrator Conditions**

### **4.6.1 Lieu Days**

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

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

### **4.6.2 Allocation and Appointment of Administration**

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

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

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

## **5. SUBSTITUTE TEACHERS**

### **5.1 Rates of Pay**

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

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

5.1.2.1 *Daily rate of \$205.00*

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

### **5.2 Commencement of Grid Rate**

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

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

### **5.3 Other Substitute Teacher Conditions**

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

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

## **6. PART TIME TEACHERS**

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

### **6.2 Part-time Teachers Salaries**

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

### **6.3 Part-time Teachers Benefits and Proration**

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

### **6.4 Other Part-time Teacher Conditions**

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

## **7. GROUP BENEFITS**

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

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

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

## 7.2 Group Benefits Eligibility

7.2.1 Participation in the Alberta School Employee Benefit Plan (Life, AD & D Schedule 2; E.D.B. Plan D) shall be a condition of employment for all teachers coming on staff after January 1, 1977.

## 7.3 Health Spending Account

7.3.1 *For each eligible teacher the School Jurisdiction will establish a Health Spending Account as offered by ASEBP.*

7.3.2 *The School Jurisdiction will establish for each eligible teacher a Health Care Spending Account that adheres to Canada Customs and Revenue Agency requirements. The School Jurisdiction will contribute \$50.00 per month for each eligible teacher. This amount shall be pro-rated for teachers employed less than full-time with the School Jurisdiction. The unused balance will be carried forward for a total accumulation of two years. The teachers leaving the employ of the School Jurisdiction will forfeit any remaining balance. In this article "eligible teacher" means any teacher on a continuing, probationary, interim or temporary contract.*

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

## 7.4 Other Group Benefits

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

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

7.4.3 Contributions will be applied in the following order:

*ASEBP EHC Plan 1  
ASEBP Dental Care Plan 3  
ASEBP E.D.B. Plan D  
ASEBP Vision Care Plan 3  
ASEBP Life and AD & D Schedule 2  
Alberta Health Care Insurance*



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

## **8. CONDITIONS OF PRACTICE**

### **8.1 *Teacher Instructional and Assignable Time***

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

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

### **8.2 *Assignable Time Definition***

8.2.1 *Assigned Time is defined as the amount of time that School Jurisdictions 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 Jurisdiction 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 Jurisdiction to occur at a particular time and place within a reasonable work day.*

8.2.2 *Teachers have professional obligations under the School Act and regulations made pursuant to the School Act, as well as the Teaching*

*Quality Standard, which may extend beyond what is assigned by School Jurisdictions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

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

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

### **8.3 Other Conditions of Practice**

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

## **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 Jurisdiction'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 Jurisdictions and/or schools are not restricted in developing their own staff development plan in which the School Jurisdiction and/or school may require teachers to participate.*

### **9.2 Professional Development and Sabbatical Fund**

9.2.1 A fund will be available for both Professional Development and Sabbatical Leaves for teachers. The fund shall be composed of:

- 9.2.1.1 A Professional Development fund of \$350 per teacher based on the full-time equivalent teacher count as at September 30 of the previous year; and
  - 9.2.1.2 A Sabbatical Leave fund of 95% of the fourth year minimum salary as at September 30.
  - 9.2.1.3 In the event that no candidate is selected for Sabbatical Leave, the funds for same shall be added to the Professional Development fund of that year.
  - 9.2.1.4 All monies not used in a specific year shall be forwarded to the Professional Development Fund of the following year.
- 9.2.2 Sabbatical leaves may be granted for periods of time equivalent to one quarter, one semester or a full year. A committee composed of three School Jurisdiction representatives and three teacher representatives shall select the candidate(s) for the Sabbatical(s).
- 9.2.2.1 The equivalent of one full year's Sabbatical Leave shall be allocated each year if there are sufficient applicants.
  - 9.2.2.2 All applications for a Sabbatical Leave shall be submitted to the Superintendent by January 31, with a copy to the Chairman of the Professional Development Committee. The Sabbatical Committee shall review all applications and select the candidate(s) by March 1.
- 9.2.3 For the guidance of this committee the following regulations shall apply:
- 9.2.3.1 To be eligible for a Sabbatical Leave a teacher must have been employed by the School Jurisdiction for at least five (5) years.
  - 9.2.3.2 Experience increments will not be granted to teachers for the period of the Leave.
  - 9.2.3.3 A teacher granted Sabbatical Leave shall enter into an individual written agreement with the School Jurisdiction on conditions under which the teacher may return to the school system at the conclusion of the Leave provided this contract does not contravene the Collective Agreement.
  - 9.2.3.4 Teachers granted Sabbatical Leave shall return to their duties at the beginning of the school year or the beginning of a semester, whichever occurs first, following expiration of the Leave, and the teacher shall not resign or retire from the

services of the School Jurisdiction for at least two (2) years after return to duties. If the teacher terminates employment before the two year return service commitment, then the teacher shall reimburse the Professional Development Fund any Sabbatical pay pro-rated.

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

- 10.1 *Annual sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness, or disability, in accordance with the following schedule:*
  - 10.1.1 *In the first year of service with the School Jurisdiction, 2.5 days per month of employment to a maximum of twenty (20) operational days.*
  - 10.1.2 *After one (1) year of service, ninety (90) calendar days.*
- 10.2 *After ninety (90) consecutive days of continuous disability, salary payment shall be terminated subject to the following provisions:*
  - 10.2.1 *0.5% of the teacher's annual salary shall be paid for each day the teacher taught if the teacher taught for less than 100 days.*
  - 10.2.2 *the annual salary shall be paid, less 0.5% of the annual salary, for each day the teacher does not teach if the teacher has taught 100 or more days.*
- 10.3 *Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon the teacher's return to duty, the teacher shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule:*
  - 10.3.1 *Less than one (1) year of service, nil.*
  - 10.3.2 *After one (1) year of service, ninety (90) calendar days.*
- 10.4 *The sick leave credit of a teacher on an approved leave of absence will not be altered.*
- 10.5 *Payment for sick leave will be made to teachers under the foregoing regulations, subject to the following conditions:*
  - 10.5.1 *A teacher who is absent from school for a period of up to (and including) three (3) consecutive days will report as soon as possible to the school principal. A declaration explaining the absence may be requested by the Superintendent on a form provided by the School Jurisdiction.*

10.5.2 A teacher who is absent from school for more than five (5) consecutive days shall provide the Superintendent with a certificate signed by a qualified medical or dental practitioner.

10.5.3 A teacher whose sickness extends for a period of over one (1) month may, at the discretion of the School Jurisdiction, be required to furnish further medical certificates at the end of each month during the period of sickness.

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

### **11.1 Maternity Leave/Parental Leave/Adoption Leave**

#### *Maternity Leave*

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

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

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

*11.1.1.3 A teacher may return to duties prior to the expiry of the maternity leave providing a suitable position is available.*

*11.1.1.4 Upon request, at least thirty (30) days prior to the expiry of the original leave, a teacher may be granted an extension of maternity leave for the balance of the semester or the school year in which the original leave terminated.*

*11.1.1.5 When a teacher returns to duties, the teacher shall be reinstated in the position occupied at the time maternity leave commenced, or be provided with alternative work of a comparable nature at not less than the teacher's grid position and benefits that were applicable at the time maternity leave commenced.*

11.1.1.6 *The provision of Article 14.9 'Discretionary Leaves of Absence', will apply for a teacher who wishes to extend maternity leave beyond the provisions of Article 11.1.1.4.*

11.1.2 *The period of absence during maternity leave will not be counted as experience toward the granting of increments except for the health-related portion of the leave.*

11.1.3 *Notwithstanding Article 11.1.1.1, a teacher who is absent from teaching duties during maternity leave for health reasons shall apply for Employment Insurance Benefits and accept Supplemental Employment Benefits in lieu of sick leave pursuant to the maximum payment level of the Supplemental Employment Benefit Plan maintained by the School Jurisdiction. A medical certificate signed by a physician indicating that the teacher is unable to work is required.*

11.1.3.1 *For those benefits that the teacher maintains coverage for during the health-related portion of maternity leave, the School Jurisdiction shall pay the regular School Jurisdiction contribution.*

### **Adoption Leave**

11.1.2 *Leave for the purpose of adoption shall be granted on the following basis:*

11.1.2.1 *Upon request, the School Jurisdiction shall grant adoption leave without pay for a period of up to one (1) year.*

11.1.2.2 *Commencement of leave shall occur the day following the notification of the teacher by an appropriate authority that a child-parent match has been completed.*

11.1.2.3 *When a teacher returns to duties, the teacher shall be reinstated in the position occupied at the time adoption leave commenced, or be provided with alternative work of a comparable nature, at not less than the teacher's grid position and benefits that were applicable at the time adoption leave commence.*

11.1.2.4 *Upon request, at least thirty (30) days prior to the expiry of the original leave, a teacher may be granted an extension of adoption leave for the balance of the semester or school year in which the original leave terminated.*

- 11.1.2.5 *A teacher may return to duties prior to the expiration of leave granted under Article 11.1.2.1, providing a suitable position is available.*
- 11.1.2.6 *Premiums for A.S.E.B. Plans and Alberta Health Care Insurance shall be paid by the teacher during the period of the leave.*
- 11.1.2.7 *Leave for the purposes of adoption as specified in 11.1.2.1, shall be without pay or sickness allowance, and periods of absence will not be counted as experience toward the granting of increments.*

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

- 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 Jurisdiction 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 Jurisdiction will continue paying the School Jurisdiction 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 Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction 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 his/her teaching duties, the teacher shall be responsible to forthwith repay the School Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction 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 Jurisdiction under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

## **12 PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE**

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

## **13 ASSOCIATION LEAVE AND SECONDMENT**

- 13.1 *A teacher shall be granted leave of absence with pay provided the School Jurisdiction is reimbursed by the Association for the actual costs of the substitute, including the School Jurisdiction 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 Jurisdiction 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 Jurisdiction. The Association will reimburse the School Jurisdiction 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 Jurisdiction, the teacher, and the Association and is at no cost to the School Jurisdiction.*



- 13.4 *During such secondment, the School Jurisdiction 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 Jurisdiction for all payments made by the School Jurisdiction to the teacher or on his/her behalf while on secondment under this clause.*

## **14. OTHER LEAVES**

### **14.1 Critical Illness, Death and Funeral Leave**

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

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

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

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

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

### **14.2 Family Medical Leave**

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

### **14.3 Convocation and University Examination Leave**

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

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

**14.4 Professional Improvement**

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

**14.5 Impassable Roads/ Inclement Weather/ School Closure leave**

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

**14.6 School Closure**

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

**14.7 Leave for Child's Arrival**

14.7.1 For not more than one (1) day for paternity leave for the birth or adoption of the teacher's own child.

14.7.2 A teacher shall be granted up to a maximum of three days' leave with pay, providing the School Jurisdiction is reimbursed for the cost of a substitute teacher, for the purposes of completing the necessary documentation, attending interviews with an appropriate authority, and receiving the adoptive child.

**14.8 Jury Duty/ Court Leave**

14.8.1 Leave of absence without loss of pay shall be granted:

14.8.1.1 for jury duty or any summons related thereto;

14.8.1.2 to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.

## 14.9 Discretionary Leave

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

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

## 14.10 Deferred Salary Leave Plan

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

## 15. CENTRAL GRIEVANCE PROCEDURE

15.1 *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 Jurisdiction 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 Jurisdiction 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 Jurisdiction, 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 Jurisdiction rectify any failure to comply with the collective agreement.*
- b) An affected School Jurisdiction 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 Jurisdiction.*
- 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.*

## **16. LOCAL GRIEVANCE PROCEDURE**

*16.1 Any difference between an employee covered by this Agreement and the School Jurisdiction, or in a proper case between the Association and the School Jurisdiction, concerning the interpretation, application, operation, or*

alleged violation of a local matter within this Agreement, and including any dispute as to whether the difference is arbitrable, shall be dealt with as follows:

- 16.2 In the case of a difference between an employee and the School Jurisdiction, such difference (hereinafter called a "grievance") shall first be submitted in writing to the Secretary-Treasurer of the School Jurisdiction and to the Secretary of the Local of the Association. and the coordinator of Teacher Welfare of the Association. Such written submission shall be made within sixty (60) days of the date of the incident giving rise to the grievance or the date the grievor reasonably became aware of the incident giving rise to the grievance. Such grievance shall set out the nature of the grievance, the articles of this Agreement which it is alleged have been violated and the remedy sought. The respondent shall render their decision within thirty (30) days.
- 16.3 In the case of a difference between the Association and the School Jurisdiction, either party may institute a grievance by, in the case of the Association, forwarding written particulars of the grievance to the Superintendent of Schools of the School Jurisdiction and in the case of the School Jurisdiction, by forwarding particulars of the grievance to the Coordinator of Teacher Welfare of the Association within sixty (60) days of the date of the incident giving rise to the grievance or the date the grievor reasonably became aware of the incident giving rise to the grievance.
- 16.4 In the event the grievance is not settled within thirty (30) days after the date of submission of the grievance in accordance with the above procedure, on or before a further ten (10) days have elapsed from the expiration of the aforesaid thirty (30) day time period, either party may by written notice served on the other party require establishment of an Arbitration Board as hereinafter provided.
- 16.5 Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairman. In the event of any failure to appoint a Chairman either party may request the Director of Mediation Services to make the necessary appointment.
- 16.6 The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 16.7 The Arbitration Board shall not change, amend or alter any of the terms of this Agreement. All grievances or differences submitted shall present an arbitrable issue under this Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this

Agreement or that involves the determination of a subject matter not covered by or arising during the term of this Agreement.

- 16.8 The findings and decision of a majority is the award of the Arbitration Board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the Chairman governs and it shall be deemed to be the award of the Board.
- 16.9 Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expense of the Chairman.
- 16.10 By mutual consent of the School Jurisdiction and the Association may elect to proceed to arbitration by way of a sole arbitrator or without nominees.
- 16.11 All of the aforesaid time limits referred to in the grievance procedure shall apply to operational school days only.
- 16.12 In the event, at any stage, of the aforesaid procedure (except in respect of appointing persons to the Board) the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end. If the party against whom the grievance has been filed fails to take the necessary action within the time limit specified, the grievance shall automatically advance to the next step
- 16.13 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

## **17. EMPLOYMENT**

### **17.1 Expense Claims**

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

### **17.2 Transfers**

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

**IN WITNESS WHEREOF** the parties have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**ON BEHALF OF THE SCHOOL  
JURISDICTION**

**ON BEHALF OF THE ASSOCIATION**

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**New Letter of Understanding #1 – Trial Program on Time Off for Compression**

1.1 This Letter of Understanding is made pursuant to Article 8 of the collective agreement (Conditions of Practice). The parties agree that where teacher instructional time is compressed and where current collective agreements are silent, teachers will receive time off in relation to the additional time worked as provided for in the chart below. Days will be rounded to the nearest 0.25 for this calculation. It is recognized by both parties that flexibility is required to maintain the calendar for the School Jurisdiction but also provide assurance for teachers that increases in the length of instructional days may result in associated time off for teachers.

	<b>Maximums</b>		
	<b>Instructional</b>	<b>Non Instructional</b>	<b>Total Days</b>
190	10		200
189	11		200
188	12		200
187	13		200
186	14		200
185	15		200
184	16		200
<b>Base 183</b>	<b>17</b>		<b>200</b>
182	17.5		199.5
181	18		199
180	18.5		198.5
179	19		198
178	19.5		197.5
177	20		197
176	20.5		196.5
175	21		196
174	21.5		195.5
173	22		195
172	22.5		194.5
171	23		194
170	23.5		193.5

1.2 For the purpose of this collective agreement and notwithstanding the provisions of the School Act, Teachers' Convention is counted as a non-instructional day.

1.3 The trial program will take place during the 2017-18 school year and expires on August 31, 2018, notwithstanding that the collective agreement is bridged by operation of law.

## **New Letter of Understanding # 2 – Me Too Clause/Increase Modifier**

1. For the purposes of this Letter of Understanding only, the following definitions apply:
  - 1.1 “comparator agreement” means the provincial collective agreements listed below for the period commencing April 1, 2017:
    - Government of Alberta and the Alberta Union of Provincial Employees respecting the Locals 1, 2, 3, 4, 5, 6 and 12
    - Alberta Health Services and United Nurses of Alberta
    - Alberta Health Services and the Health Sciences Association of Alberta
    - Alberta Health Services and Alberta Union of Provincial Employees – Auxiliary Nursing
    - Alberta Health Services and Alberta Union of Provincial Employees – General Support Services
  - 1.2 “first year” means with respect to a comparator agreement the period from April 1, 2017 to March 31, 2018.
  - 1.3 “second year” means with respect to a comparator agreement the period from April 1, 2018 to March 31, 2019.
  - 1.4 “general salary increase” means a salary increase percentage applied to all steps of all grids of a comparator agreement.
  - 1.5 For greater certainty, “general salary increase” does not include market supplements or adjustments, grid adjustments, signing bonuses, reclassifications, changes to benefit premium cost sharing, new benefits or any other form of compensation whatsoever other than a common percentage increase applied to all steps of all grids applicable to each bargaining unit. It includes only such general salary increases negotiated, prior to a strike or lockout, and does not include any increases resulting from a voluntary interest arbitration award, a disputes inquiry board recommendation, or a settlement during or following a strike or lockout.
  - 1.6 “Lump sum payment” means a one-time payment, consistent with other one-time payments sometimes referred to as signing bonuses. “Lump sum payment” explicitly does not include the continuation or renewal of lump sum payments currently provided in existing comparator agreements between School Jurisdictions and unions listed in Clause 1.1 of this Letter of Understanding.

2. *If a general salary increase(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) exceeds 0%, the general salary increase(s) negotiated under that comparator agreement will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay of the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one general salary increase is negotiated for comparator agreements, the increases shall not be compounded across multiple comparator agreements, however, the total highest such general salary increase(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*
3. *If a new lump sum payment(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) is negotiated, the newly negotiated lump sum payment(s) negotiated under that comparator agreement will be applied to the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one newly negotiated lump sum payment is negotiated for comparator agreements, the lump sum payments shall not be compounded across multiple comparator agreements, however, the total highest of such lump sum payment(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*
4. *This Letter of Understanding expires on August 31, 2018 and will not be extended beyond that date notwithstanding that the collective agreement is bridged by operation of law. This Letter of Understanding will not apply to a general salary increase or lump sum payment for a comparator agreement negotiated to be effective after August 31, 2018.*

**New Letter of Understanding #3 – Classroom Improvement Fund (CIF) Grant Program**

1. *Each School Jurisdiction will establish a committee to support the CIF grant program. CIF committees will be composed of equal number of School Jurisdiction representatives, appointed by the School Jurisdiction or designate, and teacher representatives, appointed by the Association. Teacher representatives must be employed by the School Jurisdiction. CIF committees will have a minimum of six (6) and maximum of ten (10) equal representatives total. CIF committee may meet as viewed necessary, but shall meet at least once in the 2017-18 school year.*
2. *CIF committees will be responsible for reviewing and prioritizing proposals and agreeing to the distribution of the CIF grant funds available for that School Jurisdiction. The committee will be responsible to prioritize proposals based on classroom needs and approve CIF allocation of resources up to the funds available for that School Jurisdiction.*
3. *A majority of the CIF committee members must agree in order to advance a proposal for a CIF grant.*
4. *The School Jurisdiction must forward agreed-upon CIF proposals to Alberta Education. The decisions of the CIF committee is not subject of a grievance under this collective agreement.*