

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

**ELK ISLAND PUBLIC SCHOOLS REGIONAL
DIVISION NO. 14**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2016 to AUGUST 31, 2018

This collective agreement is made this ____ of _____ 20__ between Elk Island Public Schools Regional Division No. 14 (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.

Definitions

School Jurisdiction – Elk Island Public Schools Regional Division No. 14

Local – Elk Island Public Teachers Local No. 28 of the Alberta Teachers' Association

Salary – Unless otherwise specified, applicable salaries and allowances specified under article 3 and 4.

School Year – The period beginning on the first day of operation and ending on the day prior to the first day of operation in the following year

Substitute Teacher – Are teachers employed on a day to day basis and placed on a list of active substitute teachers.

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

1.2.1 Superintendent

1.2.2 Associate Superintendent(s)

1.2.3 Director of Human Resources

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 Teacher Board Consultation Committee

- 1.8.1.1 The School Jurisdiction and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees, teachers, and administrators.
- 1.8.1.2 The parties agree to the continuation of the Teacher Board Consultation Committee.
- 1.8.1.3 The purpose of the Teacher Board Consultation Committee will be to discuss matters related to teaching, learning conditions or other matters of interest or concern. Such matters for discussion may include educational policy changes, administrative procedures, changes to the conditions of professional service, and communicating the views of the respective parties. Matters related to current collective bargaining negotiations or active grievances will not be discussed by this committee.
- 1.8.1.4 The Teacher Board Consultation Committee shall consist of up to four (4) authorized representatives of the Association and up to four (4) authorized representatives of the School Jurisdiction.
- 1.8.1.5 This committee will endeavor to meet quarterly however the committee shall establish its own meeting schedule. Notwithstanding, the committee shall meet within thirty (30) calendar days of a written request from either party.

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 All teachers shall be paid by direct deposit. Teachers under contract shall be paid in accordance with the following schedule:

The School Jurisdiction shall initiate the direct deposit of the teacher's designated banking institution one-twelfth (1/12) of the annual salary on the second last business day of each month.

Substitute teachers shall be paid on the second last business day of each month worked.

3.1.2 The School Jurisdiction will be relieved of obligation in 3.1.1 in the event of circumstances beyond its control.

3.2 Grid

3.2.1 *All salaries and allowances referred to herein are in respect of a school year unless otherwise specifically stated.*

Years of Experience	Years of Education		
	4	5	6
0	\$59,099	\$62,569	\$66,483
1	\$62,546	\$66,015	\$69,929
2	\$65,980	\$69,472	\$73,380
3	\$69,447	\$72,901	\$76,826
4	\$72,883	\$76,361	\$80,287
5	\$76,342	\$79,812	\$83,726
6	\$79,792	\$83,260	\$87,173
7	\$83,240	\$86,698	\$90,604
8	\$86,677	\$90,157	\$94,070
9	\$90,087	\$93,566	\$97,469
10	\$94,012	\$97,469	\$101,396

3.3 Education

3.3.1 *The evaluation of teacher education for salary purposes shall be according to the policies and principles established by the Teacher Salary Qualifications Board (TSQB) established by the Memorandum of Agreement among the Department of Education, The Association and The Alberta School Trustees' Association dated March 23, 1967 and as amended from time to time.*

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 *Until August 31, 2017, teachers who have not taught within the preceding ten (10) years of date of commencing employment shall be allowed one (1) increment on the salary grid for every two (2) full years of experience earned in a position requiring a valid teaching certificate to a maximum of six (6) increments.*
- 3.4.6 *Until August 31, 2017, notwithstanding Clause 3.4.5, a teacher who has successfully completed upgrading courses acceptable to the School Jurisdiction and the Superintendent of Schools, within two (2) years preceding hiring, may apply for reinstatement of lost increments on the basis of one (1) increment per one (1) approved course to a maximum of all previous experience, as allowed on the grid.*
- 3.4.7 *A teacher, newly employed by the School Jurisdiction, shall establish their entitlement to salary and additional allowances as provided by Clauses 3.2.1, 3.3.1 and 3.5 by supplying the Associate Superintendent (Human Resources) with proof, or proof of application, for the following documents ("the proper documentation"), as applicable, within the first three (3) months of employment:*
- a) A statement of qualifications from the Teacher Qualification Service or any other service authorized by the Teacher Salary Qualifications Board.*
 - b) A statement regarding length of teaching experience from previous employers or a statutory declaration from the teacher.*
 - c) Evidence, through provision of the original journeyman's certificate which is then photocopied by the School Jurisdiction and returned to the teacher, of a valid journeyman certificate under Clause 3.5.1 of this agreement.*
 - d) Written proof, from the teacher's previous third party employers, specifying the length of industrial trade experience, as defined in Clause 3.5.2, such experience to have been served while holding a valid journeyman certificate for the area in which the teacher will be teaching or, in the case of self-employment, of filed tax*

returns which confirm work in the area for which the teacher holds a valid journeyman certificate and will be teaching.

- 3.4.7.1 *A teacher who supplies the proper documentation as per Clause 3.4.7 within three (3) months of their commencement of employment, shall be provided with any applicable adjustments in salary and allowances retroactive to their date of commencement of employment.*
- 3.4.7.2 *A teacher who submits proper documentation as per Clause 3.4.7, after three (3) months of their commencement of employment, shall have any applicable adjustments in salary and allowances take effect from the first of the month next following the month of submission.*
- 3.4.7.3 *A teacher who is newly hired by the School Jurisdiction shall be paid a minimum of four (4) years of teacher education and zero (0) years of experience prior to the submission of proper documentation as per Clause 3.4.7.*
- 3.4.7.4 *Notwithstanding Clause 3.4.7.3, a teacher who has less than four (4) years of teacher education will be paid at four (4) years of teacher education and zero (0) years of experience.*
- 3.4.8 *A teacher holding a letter of authority shall not, until the submission of proof of holding a permanent Alberta Teaching Certificate, receive increments for more than three (3) years of teaching experience, provided always that no teacher holding a letter of authority and currently on staff shall receive less salary than he/she received under the immediately preceding agreement.*
- 3.4.9 *For the purpose of filling a specialized teaching position and/or a specialized supervisory position, the Superintendent may, at their discretion in the interests of the educational system, from time to time engage a teacher at a salary step higher than provided by the salary scale in the terms of this agreement for his/her experience, although not higher than the maximum provided for a teacher of his/her teacher education as evaluated under Clause 3.3 and 3.4.7 (a). In such case the Superintendent or designate shall, without delay, notify the Chair of the Teacher Welfare Committee of the Elk Island Public School Board's bargaining unit.*
- 3.4.10 *A teacher shall, for the purposes of placement on the salary grid, be deemed to have earned an additional year of teaching experience upon a teacher having rendered active service with the*

School Jurisdiction for not less than the equivalent of one hundred and thirty (130) days of active service.

3.4.11 *Effective until August 31, 2017, the additional teaching experience earned hereunder shall not be credited to a teacher until the commencement of the next school year or the first day of February in that school year, whichever date occurs first, after a teacher is deemed to have earned an additional year of teaching experience. In the event that a teacher has rendered more than one hundred and thirty (130) days of active service since being credited with their last increment, a teacher shall not be entitled to apply any days of active service in excess of one hundred and thirty (130) days to the earning of an additional increment. A teacher who meets the experience eligibility requirements shall be entitled to only one (1) experience increment per school year.*

3.4.12 *A teacher requesting that the School Jurisdiction recognize experience earned with a previous board shall provide to the School Jurisdiction written confirmation from the previous board certifying that:*

- a) The experience was earned while the teacher was in possession of a valid teaching certificate, and*
- b) The position held while earning the experience was one that required a valid teaching certificate.*

This written confirmation shall be signed by the designated officer of the previous board or institution. The written confirmation shall establish the teacher's placement on the salary grid and shall certify the experience which would have been recognized by the previous board had the teacher remained in active duty with that board.

3.4.13 *At the discretion of the School Jurisdiction, teaching experience earned with a previous board which has not been recognized by the previous board may be recognized by the School Jurisdiction as partial fulfillment of the number of days of active service required to be rendered by a teacher with the School Jurisdiction in earning an additional year of teaching experience.*

3.5 Career and Technology Studies:

3.5.1 A Career and Technology Studies (CTS) trade teacher is a person, who has a valid Alberta teaching certificate, and instructs at least half time of a full-time equivalent (0.5 FTE) in his or her area of trade certification as a journeyman.

- 3.5.2 Industrial trade experience means industrial trade experience in the area of trade certification for which the teacher will be teaching, which experience was obtained while holding a valid journeyman certificate for the area in which the teacher will be teaching. One (1) year of full-time industrial trade experience shall be time equivalent to two thousand (2000) hours worked per year as a journeyman.
- 3.5.3 Experience will be paid for the last five (5) years of industrial trade experience plus one-third (1/3) of all remaining years of industrial trade experience, as defined above, provided that such industrial trade experience was earned while working full time.
 - 3.5.3.1 Industrial trade experience for partial years of industrial trade experience shall not be recognized for the purposes of this clause.
 - 3.5.3.2 However, in the event that the total amount of industrial trade experience available for recognition, under this clause, leaves a remainder of greater than six (6) months of industrial trade experience, but less than twelve (12) months of industrial trade experience, such industrial trade experience shall be recognized to place the teacher on the next step of the grid, provided that the maximum number of years of experience on the grid has not been reached.
- 3.5.4 Industrial trade experience will only be recognized if the teacher must hold journeyman certification, as a condition of employment by the School Jurisdiction, and if
 - 3.5.4.1 the teacher instructs in their area of trade certification as a journeyman, on at least a (0.5) full-time equivalent basis, and
 - 3.5.4.2 the teacher's prior industrial trade experience through verifiable employment was obtained while holding a valid journeyman certificate for the area in which the teacher will be teaching, and
 - 3.5.4.3 the verifiable documents provided are either from a third party employer, or, in the case of self-employment, filed tax returns which confirm work in the area for which the teacher holds a valid journeyman certificate and will be teaching.

3.6 Other Rates of Pay

- 3.6.1 A teacher who agrees to render service during the vacation periods, at the written request of the superintendent, shall be paid

1/200th of his/her total annual grid salary for each day of work, but for advertised projects may accept the established rate of pay.

3.6.2 Continuing Education

- 3.6.2.1 A teacher employed on an hourly basis to provide instruction in credit courses and other courses described in the Program of Studies offered through the School Jurisdiction's Continuing Education Program shall be paid at an hourly rate of \$57.14 per hour inclusive of general holiday pay.
- 3.6.2.2 The remaining terms and conditions of the collective agreement, except Clause 16, Local Grievance Procedure, shall not be applicable to a teacher employed solely on an hourly basis to provide instruction in credit courses and other courses described in the Program of Studies, except in those circumstances where the teacher otherwise provides teaching services to the School Jurisdiction through a contract of employment on other than an hourly basis.
- 3.6.2.3 The numbers of hours of service to be provided by a teacher on an hourly basis shall be as agreed to in writing between the teacher and the School Jurisdiction prior to commencement of the course, with the School Jurisdiction maintaining sole discretion to determine the number of required hours of service for each particular course.
- 3.6.2.4 Teachers employed on an hourly basis to provide instruction in credit courses and other courses described in the Program of Studies shall be paid by direct deposit on the second last business day of each month.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

- 4.1 **Administration Allowances:** Additional allowance for administration and supervision shall be paid in accordance with the following clauses:
 - 4.1.1 To certificated persons designated as Principal or Assistant Principal, the following allowances shall be paid:
 - 4.1.1.1 A Principal of a school will be paid the following annual allowances:

Enrolment	Principal
0 – 499	\$27,725
500 – 649	\$29,156
650 – 899	\$32,018
900 – 999	\$34,881
1,000 – 1,199	\$36,311
1,200 plus	\$37,742

4.1.1.2 The Principal of Next Step/Outreach/Home Education Programming, will be paid an annual allowance based upon an enrolment of 1,000-1,199 students.

4.1.1.3 To an Assistant Principal, sixty percent of the Principal's allowance:

Enrolment	Assistant Principal
0 – 499	\$16,635
500 – 649	\$17,494
650 – 899	\$19,211
900 – 999	\$20,929
1,000 – 1,199	\$21,787
1,200 plus	\$22,645

4.1.2 The School Jurisdiction shall pay to each certificated teacher appointed by the School Jurisdiction to the following listed positions, the allowance respectively set forth opposite each such position, namely:

4.1.2.1 Director: 100 percent of maximum Principal's allowance

4.1.2.2 Assistant Director: 85 percent of maximum Principal's allowance

4.1.2.3 Supervisor: 60 percent of maximum Principal's allowance

4.1.2.4 Consultant: 45 percent of maximum Principal's allowance

4.1.3 *Any person appointed to the positions set out in Clause 4.1.2 working less than full-time in this position shall receive an allowance prorated in accordance with the time allotted by the Superintendent of Schools.*

4.1.4 To all registered psychologists designated as the school counsellor and providing assessment and diagnoses for the purpose of identifying students with mild-moderate and severe disabilities,

thirty percent of the minimum principal's allowance. If the assigned counselling time is less than full-time, the allowance payable to the registered psychologist shall be pro-rated by multiplying it by the full-time equivalent of counselling time. A registered psychologist may be paid a pro-rated counselling allowance for each school at which he or she is the designated school counsellor and is providing assessment and diagnoses for the purpose of identifying students with mild-moderate and severe disabilities.

- 4.1.5 An additional allowance shall be paid according to the following schedule provided that such allowance shall be inclusive of any other allowance in respect of administration.

- 4.1.5.1 In this clause, for senior high schools, a course is defined as five (5) or three (3) credit course.

An allowance to a maximum of \$7,521 shall be paid to designated inschool coordinators of instruction who may be appointed upon the request of the principal to the Associate Superintendent (Human Resources).

This allowance shall be calculated as follows:

\$170 for each course (not class), plus \$146 per teacher, excluding the co-ordinator, teaching at least one (1) full course in the subject field, with a minimum of \$2,444.

- 4.1.6 To all teachers teaching at more than one (1) school, where the buildings are separated by at least one (1.0) kilometer, and where the schools are not located on the same campus, an annual expense allowance shall be \$1,500 (not subject to grid percentage increase).

To all teachers teaching at more than one (1) school located on the same campus, an annual allowance of \$600 shall be paid.

4.2 Red Circling

- 4.2.1 Salary of a principal or assistant principal, shall upon termination of the designation by the School Jurisdiction or the superintendent, and acceptance of another position within the agreement, remain the same for a period of two years, or until the salary of the new position exceeds the amount of the retained salary, whichever occurs first.

- 4.2.1.1 The red-circling period will not extend the amount of time the person has been in the administrative position if less than two years.

- 4.2.1.2 Red-circling will not occur should an administrator choose to move to a position with less or no allowance.

4.3 Acting/Surrogate Administrators – Compensation

- 4.3.1 After more than three (3) consecutive days' absence of a Principal or Assistant Principal the teacher appointed to act in his/her place shall be paid retroactive to and including the first day an allowance equivalent to that of the administrator being replaced for the further duration of such absence or until a regular appointment is made.
- 4.3.2 Schools without an Assistant Principal position shall pay the teacher in charge sixty percent of the Principal's allowance when the Principal is absent for one (1) day or more.

4.4 Teachers with Principal Designations

- 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 Jurisdiction 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 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.*
- 4.4.3 *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 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.*

4.5 Other Administrator Conditions

- 4.5.1 Minimum administrative appointments shall be as follows:

- 4.5.1.1 Assistant Principal at ten (10) teachers;
- 4.5.1.2 Additional Assistant Principals shall be appointed upon the request of the Principal where, in consultation with the Superintendent and School Jurisdiction, the Superintendent and School Jurisdiction deem it necessary.
- 4.5.2 A teacher appointed in-school to more than one position eligible for an allowance, shall only receive the higher allowance. Any persons currently in receipt of multiple allowances shall have their allowance grandfathered until the end of the 2017/18 school year.
- 4.5.3 Directors and Assistant Directors shall work a twelve-month year and shall be entitled to an annual vacation of thirty (30) working days exclusive of statutory holidays. The dates of the annual vacation shall be as mutually agreed between the Superintendent and the Director and the Assistant Directors. When a teacher employed as a Director or Assistant Director leaves the employ of the School Jurisdiction, any unused vacation will be paid out based on the teacher's salary and allowance.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

- 5.1.1 *The payment of day-to-day substitute teachers shall be \$211.00 per day inclusive of vacation pay. Payment to substitute teachers for a half-day assignment shall be \$116.00 inclusive of vacation pay.*

5.2 Commencement of Grid Rate

- 5.2.1 *Long term (four (4) days or more consecutive days of instruction) substitutes in Elk Island Public Schools shall be paid 1/200 of their grid salary beginning on the third day providing the assignment is for four (4) days or longer for the same teacher.*
- 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 Substitute Teacher Injury on the Job

- 5.3.1.1 If a substitute teacher is unable to work as a result of an injury incurred at the workplace, the School Jurisdiction

shall pay the teacher the per diem rate specified in clause 5.1.1 for a maximum of 20 consecutive teaching days immediately following the injury, provided that the inability to work is verified by a physician chosen or approved by the School Jurisdiction. It is understood that any related medical expenses incurred by a substitute teacher in accessing the verification by a physician of the School Jurisdiction's choosing will be paid for by the School Jurisdiction.

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 *Provisions of this agreement in respect of salary as per Clause 3.2.2 shall be applicable to part-time teachers on a prorated basis, who shall receive only that portion of salary that the period of actual service in the year bears to a year of full-time service.*

6.3 Other Part-time Teacher Conditions

6.3.1 Effective August 30, 2017, the maximum part-time teaching assignment shall be 0.95 FTE. Any assignment above 0.95 FTE shall be a full time 1.00 FTE assignment.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, *Carrier and Premiums*

7.1.1 Coverage for plans provided in this Clause shall be through the Alberta School Employee Benefit Plan, *where applicable, or any other plan which is mutually agreed by both the School Jurisdiction and the Association. The School Jurisdiction shall contribute ninety-six percent (96 %) of the total required benefit premiums for group insurance programs* in which the teachers participate, including Alberta Health Care premiums for those teachers enrolled. The School Jurisdiction shall arrange cost sharing of premiums in Clauses 7.1 and 7.2 in such a fashion as to minimize taxable benefits to teachers.

7.1.2 *It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the Alberta School Employee*

Benefit Plan will not be entitled to receive cumulative sick pay benefits during the period of eligibility.

- 7.1.3 In accordance with the provisions in Clause 7.1.1, *the School Jurisdiction shall contribute toward the premium cost of each participating teacher for the following Alberta School Employee Benefit Plans:*

Extended Health Care Plan 1
Dental Care Plan 3C
Vision Care Plan 2

- 7.1.4 The School Jurisdiction shall deduct from the monthly salary of each teacher an amount equal to the teacher's share of total required premiums for group insurance plans in which the teacher participates and shall remit payments for premiums to the appropriate companies.
- 7.1.5 All contributions by the School Jurisdiction towards the cost of the insurance programs included in Clause 7.1.1 shall be maintained only during the two (2) years from the date a teacher is in receipt of extended disability benefits. During this two (2) year period, teachers are required to provide their share of the payment to the School Jurisdiction through automatic direct debit.
- 7.1.6 Teachers on School Jurisdiction approved leaves in excess of thirty (30) calendar days may apply to continue their participation in the group insurance plans. Such participation shall be on the basis of the teacher paying the total premium costs involved and subject to any eligibility restrictions in the plans which may exist. Teachers approved to extend their benefit coverage while on such leaves of absence shall arrange payment of benefits by automatic direct debit.

7.2 Group Benefits Eligibility

- 7.2.1 In accordance with the provisions in Clause 7.1.1, the School Jurisdiction shall contribute toward the premium cost of each participating teacher for Alberta School Employee Benefit Plan (Life, Accidental Death and Dismemberment Schedule 2A and Extended Disability Plan D1). All teachers shall be members of these plans as a condition of employment.

- 7.2.1.1 Notwithstanding Clause 7.2.1, where a teacher is in receipt of a pension under the Alberta Teachers Retirement Fund and participates in the Alberta School Employee Benefit Early Retiree package of group insurance, the teacher shall elect whether to participate in the School

Jurisdiction's package of group insurance plans or to remain in the Alberta School Employee Benefit Plan's package of group insurance plans.

7.3 Health Spending Account

7.3.1 *The School Jurisdiction will establish, through a carrier of the School Jurisdiction's choice, for each eligible teacher, a Health Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) requirements. Eligible teachers shall be on a continuing or probationary contract, or a temporary contract of at least five (5) months duration. The School Jurisdiction will contribute annually \$750.00 per eligible teacher. The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the School Jurisdiction for any reason will forfeit any remaining balance.*

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 *In each school the Principal shall allocate instructional time and other duties of teachers, in consultation with staff.*

8.4 **Extracurricular**

8.4.1 The parties agree that extracurricular activities are valuable for students and recognize the importance of the contribution teachers provide to these activities. Teacher participation in extracurricular activities is voluntary.

8.5 School Calendar

- 8.5.1 *Teachers will not be required to render service for more than two hundred (200) days commencing the opening day of school in each school year exclusive of vacation periods, weekends and holidays.*
- 8.5.2 Notwithstanding the preceding clause, administrators shall be responsible to organize their schools in order that the same are ready and able to operate.

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 Fund

- 9.2.1 The School Jurisdiction will pay \$218,000 on the first operational day of each year into a professional development fund of the Association. Funds will be administered by the local Association with a detailed reconciliation of the fund, referencing specific courses/conferences including number of attendees submitted to the Superintendent or designate January 31 and June 30. Any monies that remain in the fund at the end of the school year will be carried forward to the next school year.

9.3 Professional Development Leave

- 9.3.1 Teachers with three (3) or more years of service with the School Jurisdiction may be granted leave of absence for a period of one (1) year to advance the academic or professional competence of the teacher.
- 9.3.2 A teacher eligible for leave of absence for the purpose of study shall receive:
 - a) seventy percent (70%) of salary plus continuation of School Jurisdiction contribution to benefits, or

- b) minimum salary on grid per category of teacher education plus continuation of School Jurisdiction contribution to benefits, whichever is the greater of (a) or (b).

The allowance payable shall be made in equal monthly installments on or before the second last business day of each month.

9.3.2.1 The School Jurisdiction favours the principle of granting three (3) leaves per year.

9.3.3 Professional development leave, as in 9.3.1 and 9.3.2, shall be granted at the sole discretion of the School Jurisdiction. Other professional development leaves, without pay, may be granted at the discretion of the School Jurisdiction.

9.3.4 A teacher who is granted leave under Clause 9.3.1 shall, as a condition, give an undertaking to serve the School Jurisdiction in some educational capacity for a period of two (2) years following return from such leave, or if the leave is less than one (1) year, a period of up to twenty-four (24) months determined by multiplying each month of leave by two (2).

10. SICK LEAVE / Medical Certificates and Reporting

10.1 *In the first year of service with the School Jurisdiction a teacher shall be entitled to sick leave to a total of twenty (20) teaching days, three (3) of which may be used to care for the teacher's sick child, parent or spouse.*

10.2 *During the second and subsequent years of service, annual sick leave for ninety 90 calendar days with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability. Five (5) of these days, which fall on school days within a school year, may be used to care for the teacher's sick child, parent or spouse.*

10.3 *A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to his/her full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days. Prior to such return, the teacher may be required to provide at the request of the Superintendent, a medical certificate from a physician designated by the School Jurisdiction stating that the teacher is medically able to resume service.*

A teacher on disability leave who returns to work for less than six (6) months and goes back on sick leave for the same illness will reapply for Extended Disability Benefits, as administered by ASEBP.

10.4 Before any payment is made under the foregoing regulations, the teacher shall provide:

- a) Where the absence is for a period of four (4) days or less, a declaration, on a form to be provided by the School Jurisdiction.
- b) Where the absence is for a period of more than three (3) days, a certificate signed by a qualified medical or dental practitioner. This certificate shall be submitted within fifteen (15) calendar days. If the absence occurs after June 15, the certificate shall be submitted by June 30. Non-compliance shall result in loss of salary for the days absent in excess of the initial three (3) days.
- c) Where a teacher has been absent for ten (10) or more teaching days and prior to return to work, a medical statement, if requested by the Superintendent, that the teacher is fit to return to work or a statement of the restrictions to be accommodated.
- d) Where the absence extends for a period of one (1) month or greater, a further medical certificate, if requested by the School Jurisdiction, every thirty (30) days for the duration of the absence.
- e) When the School Jurisdiction requires a teacher to attend to a medical examination provided by a qualified medical or dental practitioner designated by the School Jurisdiction, all reasonable out-of-pocket expenses incurred by the teacher will be reimbursed by the School Jurisdiction.
- f) Costs of medical certificates, if requested by the School Jurisdiction after thirty (30) days of absence, will be paid for by the School Jurisdiction.

10.4.1 In the event there is an epidemic or public health issue, the School Jurisdiction may waive the requirement to provide a medical certificate as per clause 10.4(b). Notification will be provided to the Association if this occurs.

10.5 Where the School Jurisdiction requires further medical information under an independent medical examination (IME) or a more extensive medical certificate to be filled out, the teacher and the Coordinator of Teacher Welfare for the Association shall be notified.

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1 *Maternity Leave/Parental Leave/Adoption Leave*

11.1.1 *Teachers are entitled to maternity and parental leave.*

11.1.2 *The maternity leave will begin at the discretion of the teacher. The teacher shall, when possible, notify the School Jurisdiction, in writing, of her leave requirements six (6) weeks in advance of the first day of the leave. The notification shall include the following information:*

a) A medical certificate certifying pregnancy and expected date of delivery; and

b) The start date of the leave.

The commencement of such leave of absence shall be no later than the date of birth.

11.1.3 *Combined maternity/parental leaves shall be up to twelve (12) months. At the request of the teacher, the leave may be extended for personal reasons for up to an additional twelve (12) months at the discretion of the School Jurisdiction.*

11.1.4 *The teacher shall provide the School Jurisdiction no less than four (4) weeks' notice, in writing, of the intended return date. Consideration shall be given to reporting periods and the natural breaks in the school year. The School Jurisdiction may require the teacher to provide a medical certificate before returning to active service (as in Clause 10.3).*

11.1.5 *When a maternity leave is terminated on or before the eighteen (18) weeks or when a combined maternity/parental leave concludes within a school year, the teacher shall return to her former school or location. Leaves that are longer than eighteen (18) weeks and that span more than one (1) school year shall be granted from the system and not from a specific school or location. Consideration should be given to the continuity of the students' educational program and the natural breaks in the school year in the establishment of the return date. The School Jurisdiction shall reinstate the teacher into the same position or work of a comparable nature.*

11.1.6 *A teacher unable to perform her duties for reasons associated with her pregnancy prior to ten (10) weeks before the expected date of delivery shall access medical leave until such time as she is eligible for extended disability benefit.*

11.1.7 *Supplemental Unemployment Benefit Plan*

11.1.7.1 *The School Jurisdiction shall implement a supplementary unemployment benefit (SUB) plan, which shall be accessed by the teacher, during the post-delivery period,*

which shall provide a teacher on maternity leave with one-hundred percent (100%) of her normal weekly earnings during the eight (8) weeks following the date of delivery.

11.1.7.2 To the extent that the teacher has sick leave days available, the SUB plan will be paid for up to thirteen (13) weeks following the date of delivery provided the teacher qualifies for employment insurance benefits. After ninety (90) consecutive calendar days of disability, the teacher shall apply for long-term disability benefits and the SUB plan payments shall cease.

11.1.7.3 For the duration of the eighteen (18) week maternity leave, the School Jurisdiction shall continue to pay the School Jurisdiction's portion of the teacher's benefit plan premiums specified in Clause 7.1.1.

11.1.7.4 This is not intended to prejudice the teacher's rights to access benefits under this collective agreement which may be available prior to the delivery date.

11.1.8 For the purposes of adoption, leave of absence shall be given without salary or benefits for a period of not more than thirty-seven (37) weeks.

11.1.9 Extensions for adoption leave are granted for up to twelve (12) months. Leave in excess of eighteen (18) weeks shall be deemed to be leave for personal reasons as described in Clause 14.3. When an adoptive leave is terminated on or before the eighteen (18) weeks or when the extended personal leave concludes within a school year, the teacher shall return to the former school or location. Leaves that are longer than eighteen (18) weeks and that span more than one (1) school year shall be granted from the system and not from a specific school or location. Consideration should be given to the continuity of the students' educational program and the natural breaks in the school year in the establishment of the return date. The School Jurisdiction shall reinstate the teacher to the same position or work of a comparable nature.

11.1.10 For adoption and parental leaves, the teacher shall provide the School Jurisdiction no less than four (4) weeks' notice, in writing of the intended return date. Consideration shall be given to reporting periods and natural breaks in the school year.

11.1.11 *The School Jurisdiction's maternity/parental provisions will always meet the standards established by federal legislation and/or regulations.*

11.1.12 *Parental leave will be for a period up to thirty-seven (37) weeks. It may be accessed by either or both parents.*

11.1.13 *The School Jurisdiction shall not terminate the employment of or lay off a teacher who:*

a) has commenced maternity leave; or

b) is entitled to or has commenced parental leave.

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 *Leave for teachers shall be granted by the Superintendent for not more than three (3) days per school year for private business which could not otherwise be conducted outside of regular school hours. The first two (2) days of such leave shall be at full salary and benefits and the third day will be at full salary and benefits less the cost of a substitute. The cost of a substitute will be charged only if a substitute is required. Designated summer calendar break will not be extended except at the discretion of the School Jurisdiction.*

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.*
- 13.3.1 *A teacher elected to the role of Local President shall, in consultation with the school principal, access leave by 1/2 day, full day, or alternate arrangements to a maximum of 0.5 FTE, in order to perform the duties of the office.*

The Local shall reimburse the School Jurisdiction for all such release time including salary and benefits.

- 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 Compassionate Leave:

- 14.1.1 Leave necessitated by the critical illness or death of a spouse or child shall be granted with full salary as follows:

- 14.1.1.1 Up to and including five (5) school days for critical illness.

In the event of a dispute concerning the interpretation, and/or application of 'critical illness' the judgment of the attending physician shall be held as final. Such certificate shall be presented within thirty 30 days of notification of dispute.

- 14.1.1.2 Leave granted under Clause 14.1.1.1 will terminate in the event of death of the spouse or child and the teacher will then be eligible for leave under Clause 14.1.1.3.

- 14.1.1.3 Up to and including ten 10 school days for death.

- 14.1.1.4 The days of absence referred to in Clauses 14.1.1.1 and 14.1.1.3 must be taken during the time of the actual occurrence of the critical illness or death unless approved otherwise by the Superintendent.

- 14.1.2 Leave necessitated by the critical illness or death of a parent, brother, sister, parent of a spouse, son-in-law, daughter-in-law, grandchild, or relative who is a member of the teacher's household shall be granted with full salary as follows:

- 14.1.2.1 Up to and including five (5) school days for critical illness.

In the event of a dispute concerning the interpretation, and/or application of 'critical illness' the judgment of the attending physician shall be held as final. Such certificate shall be presented within thirty (30) days of notification of dispute.

14.1.2.2 Leave granted under Clause 14.1.2.1 will terminate in the event of death of the relative, and the teacher will then be eligible for leave under Clause 14.1.2.3.

14.1.2.3 Up to and including five (5) school days for death.

14.1.2.4 The days of absence referred to in Clauses 14.1.2.1 and 14.1.2.3 must be taken during the time of the actual occurrence of the critical illness or death unless approved otherwise by the Superintendent.

14.1.2.5 Additional compassionate leave of absence, with full salary or with full salary less the cost of a substitute, due to unusual circumstances may be granted at the sole discretion of the School Jurisdiction, or its delegates, upon application by the teacher.

14.1.3 Temporary leave of absence for one (1) full day with full salary shall be granted to attend the funeral of a grandparent, brother-in-law or sister-in-law if the funeral is on a school day.

14.1.4 Where travel is necessary, the normal commercial travelling time will be added to the leave.

14.1.5 A teacher serving as a pallbearer, eulogist, unpaid soloist or unpaid accompanist shall be granted leave with full salary for up to one (1) day once per school year.

14.2 Leave for Child's Arrival

14.2.1 A teacher is entitled to temporary leave of absence with full salary for not more than four (4) operational days for the birth or adoption of a child.

14.3 Other Leaves of Absence

14.3.1 Reasonable requests for leave of absence *will be granted for:*

14.3.1.1 professional activities

14.3.1.2 community activities

14.3.1.3 *personal reasons*

14.3.1.4 other reasons

14.3.2 Leave of absence granted above will be at one of:

14.3.2.1 full salary and benefits

14.3.2.2 full salary and benefits less the cost of a substitute

14.3.2.3 full salary and benefits subject to recovery from a third party

14.3.2.4 without salary, with benefits

14.3.2.5 without salary and without benefits

14.3.3 Application to the School Jurisdiction or its delegates, for leave with pay shall be made prior to the leave being granted in all cases excepting emergency where such applications may be made within thirty (30) days subsequent to the leave. Designated school calendar breaks (spring, summer, fall and Christmas) will not be extended except at the discretion of the School Jurisdiction.

14.3.4 *Leave for personal reasons under 14.3.1.3 shall be leave without salary and if greater than thirty (30) calendar days, without benefits.*

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 any employee covered by this Collective Agreement and the School Jurisdiction, or in a proper case between the Local of the Association and the School Jurisdiction, concerning the interpretation, application, operation, or alleged violation of this Collective Agreement, and further, including any dispute as to whether the difference is arbitrable, shall be dealt with as herein provided without stoppage of work or refusal to perform work.
- 16.1.1 STEP A: Such a difference (hereinafter called “a grievance”) shall first be submitted in writing to the Superintendent and to the Local Teacher Welfare Committee (TWC) of the Association as the case may be. Such written submission shall be made within thirty (30) days from the date of the incident giving rise to the grievance or from the date the grievor first has knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the clauses of this Collective Agreement, which it is alleged have been violated, and the remedy sought.
- 16.1.2 Both the employee and the School Jurisdiction, or their representatives, shall meet to resolve the dispute within twenty (20) days of the receipt of the grievance notice.
- 16.1.3 In the event that the grievance concerns matters of salary, the School Jurisdiction agrees to provide relevant payroll records if requested by the grievor or his representative.
- 16.1.4 The School Jurisdiction shall provide a written response to the grievance within fifteen (15) days of the meeting as per Clause 16.1.2.
- 16.2 STEP B: If the response at Step A of the grievance procedure fails to resolve the grievance, then either party may, by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided. Such notice must be given within ten (10) days after deadline for a response at Step A of the grievance procedure or the date the response at Step A is provided, whichever is shorter.
- 16.3 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 as defined in the Labour Relations Code to make the necessary appointment.

- 16.3.1 The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 16.4 The arbitration board shall not change, amend or alter any of the terms of this Collective Agreement. All grievances or differences submitted shall present an arbitrable issue under this Collective Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Collective Agreement or that involves the determination of a subject matter not covered by, or arising during the term of this Collective Agreement.
- 16.5 The finding 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 arbitration board.
- 16.5.1 The arbitration board shall give its decision not later than fourteen (14) days after the appointment of the chairman provided, however, that this time period may be extended by written consent of the parties.
- 16.6 Each party to the grievance shall bear the expense of its respective appointee, and the two parties shall bear equally the expenses of the chairman.
- 16.7 All of the aforesaid time limits referred to in the grievance procedures shall be exclusive of Saturdays, Sundays, statutory holidays and school holidays excepting school holidays in July and August if required to complete a grievance already started. With the consent of all parties involved, a grievance procedure may be delayed until after the summer break.
- 16.8 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 actions specified, and within the time limits specified, the grievance shall be deemed to be at an end.
- 16.9 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

Dated this ____ day of _____, 2019.

ALBERTA TEACHERS' ASSOCIATION
ELK ISLAND LOCAL NO 28

ELK ISLAND PUBLIC SCHOOLS
REGIONAL DIVISION NO 14

Chair, Negotiating Committee

Chair, Negotiating Committee

President, Elk Island Local No 28

Chair, Board of Trustees

Coordinator, Teacher Welfare

Superintendent of Schools

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.

		Maximums	
	Instructional	Non Instructional	Total Days
Base	190	10	200
	189	11	200
	188	12	200
	187	13	200
	186	14	200
	185	15	200
	184	16	200
	183	17	200
	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 employers 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.*

Letter of Intent #1 Administrator Allowance Structure

A letter of intent to establish a committee of central office and administrators (appointed by the TWC) to study the effectiveness of the Administrator Allowance Structure.

Administrator representation shall consist of:

- Elementary administrator
- Junior high administrator
- Senior high administrator
- Rural principal