

# **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**

**BLACK GOLD REGIONAL DIVISION NO. 18**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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This collective agreement is made this \_\_\_\_ of \_\_\_\_\_ 20\_\_ between Black Gold Regional Division No. 18 (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.*

Words in the masculine gender shall mean and include the feminine and vice versa except where otherwise indicated in the context.

Whereas the parties have set these matters forth in the agreement to govern the terms of employment of the said 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**

1.2.1 Superintendent

1.2.2 Associate Superintendent

1.2.3 Division Technology Administrator

*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 those rights of management not specifically limited by the terms of this 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.*

## **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 Allowances shall be paid monthly at a rate equal to one-twelfth (1/2<sup>th</sup>) of the annual allowance.

3.1.2 Payment of full amounts for administration shall commence on the effective date of appointment. In the case of a new school, the administrative allowance for the time between the appointment of the principal and the effective date of school opening shall be subject to negotiations between the principal and the School Jurisdiction. (Effective date of school opening means the day the students arrive at school.)

### **3.2 Grid**

3.2.1 *The School Jurisdiction shall pay all teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are 'per annum' unless specifically stated otherwise.*



3.2.2 One month's salary shall be one-twelfth (1/12<sup>th</sup>) part of the annual salary at the rate in effect that month.

3.2.3 The amount of university education of a teacher and the years of teaching experience hereinafter computed shall determine the annual rate of salary to be paid to each teacher employed by the School Jurisdiction. The following salary grid states the salary rates assigned to each year of recognized teaching experience and teacher education as determined by the Teacher Salary Qualifications Board (TSQB).

3.2.4 Effective September 1, 2016:

<b>Experience</b>	<b>Years of University Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	\$ 62,716	\$ 66,105	\$ 69,998
1	\$ 66,218	\$ 69,608	\$ 73,501
2	\$ 69,719	\$ 73,117	\$ 77,013
3	\$ 73,219	\$ 76,622	\$ 80,520
4	\$ 76,722	\$ 80,125	\$ 84,027
5	\$ 80,222	\$ 83,638	\$ 87,534
6	\$ 83,722	\$ 87,145	\$ 91,039
7	\$ 87,224	\$ 90,651	\$ 94,548
8	\$ 90,728	\$ 94,157	\$ 98,054
9	\$ 94,216	\$ 97,655	\$ 101,558

Effective September 1, 2017:

<b>Experience</b>	<b>Years of University Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	\$ 62,716	\$ 66,105	\$ 69,998
1	\$ 66,218	\$ 69,608	\$ 73,501
2	\$ 69,719	\$ 73,117	\$ 77,013
3	\$ 73,219	\$ 76,622	\$ 80,520
4	\$ 76,722	\$ 80,125	\$ 84,027

5	\$ 80,222	\$ 83,638	\$ 87,534
6	\$ 83,722	\$ 87,145	\$ 91,039
7	\$ 87,224	\$ 90,651	\$ 94,548
8	\$ 90,728	\$ 94,157	\$ 98,054
9	\$ 94,216	\$ 97,655	\$ 101,558

### **3.3 Education**

- 3.3.1 *The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications showing years of training issued by The Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board, established by Memorandum of Agreement among the Department of Education, The Association and the Alberta School Trustees' Association, dated March 23, 1967.*
- 3.3.2 *The adjustment date for changes in salary relating to years of university education shall be the commencement of the school year and January 1 of each year.*
- 3.3.3 *Each teacher claiming additional university education and each teacher commencing employment with the School Jurisdiction, within 45 days of above mentioned dates or from the date of commencement of duties shall submit a statement of qualifications to be issued by the Teacher Qualifications Service of the Association. Until the teacher submits the said statement of qualifications, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or to the minimum salary rate set forth in this agreement.*
- 3.3.3.1 *If proof of application for the statement of qualifications is supplied within 45 days, the university education shall be paid retroactively according to clause 3.3.2 or the date of commencement of duties.*
- 3.3.3.2 *If proof of application for the statement of qualifications is not supplied within 45 days, 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 teaching experience shall be earned by providing service with a Board for at least 125 school days. Effective until August 31, 2017, when a year of teaching experience has been earned, the teacher shall not begin to earn credit towards another year of teaching experience until the commencement of another school year or January 1, whichever occurs first. For the purpose of this section "a Board" shall mean a Board as defined by the School Act, as amended provided that, at the sole discretion of the School Jurisdiction, for teachers hired after the effective date of this agreement, the School Jurisdiction may recognize teaching experience with a Board other than a Board as so defined in such Act.*
- 3.4.6 *The number of years of teaching experience earned by a teacher prior to engagement by the School Jurisdiction is counted as if it had been teaching experience in schools under the Board's jurisdiction.*
- 3.4.6.1 *The adjustment date for changes in the number of years allowed for teaching experience shall be at the commencement of the school year and on January 1 of each year.*

- 3.4.7 *Subject to 3.5.2, no teacher shall receive increments for teaching experience gained while he was not holding a valid teaching certificate.*
- 3.4.8 *The teacher shall be responsible to submit satisfactory evidence of teaching experience to the School Jurisdiction. Satisfactory evidence shall be deemed to be documentation from Boards which employed the teacher. Until 45 calendar days have elapsed from the effective date of the contract or until satisfactory evidence is submitted, the teacher shall be paid for experience as claimed by him. If after the 45 calendar days satisfactory evidence is not submitted, the teacher shall be paid for zero (0) years of teaching experience and will only have his pay level readjusted effective the beginning of the month following the submission of satisfactory evidence of teaching experience. In the event the experience claimed is not verified, retroactive adjustments will be made back to the effective date of the contract.*
- 3.4.9 *Notwithstanding clause 3.4.8, if proof of written attempts to secure satisfactory evidence of teaching experience is supplied within 45 days, years of experience shall continue to be paid as claimed by a teacher for a maximum of 100 days.*

### **3.5 Special Considerations: Vocational Teachers**

- 3.5.1 A vocational teacher is a person offering instruction in any subject requiring teacher qualifications under the technical and vocational training agreement and its appendices.
- 3.5.2 The School Jurisdiction, at its discretion, may recognize a vocational teacher's trade and teaching experience by initially placing him on a step of the basic salary schedule which will provide a salary commensurate with the income in business, trade, or industry, provided that his placement shall not exceed the maximum step in the applicable category, and provided that the School Jurisdiction will effect a minimum placement on the basis of one (1) year of teaching experience for two (2) years of related trade experience.

### **3.6 Other Rates of Pay**

- 3.6.1 A teacher who agrees to provide temporary/part-time instruction within the School Jurisdiction's Alternative Education Programs, or who renders professional service during any vacation period at the request of the Superintendent, shall be paid one-two hundredth (1/200<sup>th</sup>) of the teacher's total annual salary for each full day of such work. Where instruction is provided on a part-day basis, the applicable salary will be based on cumulative instructional hours assigned divided by seven (7) instructional hours per full day. All

other benefits prescribed in this collective agreement remain in effect, to the maximum of one (1) full-time equivalent per teacher.

#### **4. Administrator Allowances and Conditions of Practice**

##### **4.1 Creation of New Designations/Positions**

4.1.1 The School Jurisdiction may create or designate new positions not specified in clause 4.2 of this collective agreement but are nevertheless covered by the terms of this agreement under clause 1.1.

4.1.2 The amount and method of remuneration shall be set by the School Jurisdiction after consultation with the Local employee representative on the teachers' local Teacher Welfare Committee.

##### **4.2 Administration Allowances**

4.2.1 In addition to the foregoing salary, a teacher so assigned shall be paid additional allowances in accordance with the following schedule.

4.2.2 Student count for the purposes of calculating administrative allowances shall be that count as of September 30th with the adjustment date of January 1st of the next succeeding calendar year. No student shall be counted more than once for the purpose of calculating administrative allowances.

##### **4.2.3 Principal's Allowance**

4.2.3.1 Nineteen percent of maximum at four (4) years teacher education on the salary grid in Article 3.2.4 plus (22% of maximum at four (4) years teacher education on the salary grid divided by 1000) per enrolled student in excess of 100 students, to a maximum allowance of 41% of maximum at four (4) years teacher education on the salary grid.

4.2.3.2 Teachers of One Room School: Teachers of one room schools shall receive an allowance equal to three (3) percent of the annual salary at maximum on four (4) years teacher education on the salary grid in Article 3.2.4.

4.2.3.3 Principal, Alternative Education: Allowance based on enrollment of 200 students.

4.2.3.4 Where early child services are a part of the regular school program, pupils of such program shall be counted as seven-tenths (7/10<sup>ths</sup>) of a pupil for determining allowances.

4.2.3.5 Division Principal: Allowance equal to the Principal's allowance of the largest school in the Division.

#### 4.2.4 Assistant Principal/Vice-Principal's Allowance

4.2.4.1 Each assistant principal/vice-principal shall receive an allowance at a rate equivalent to one-half (1/2) the allowance paid to the principal under this clause.

#### 4.2.5 Director's Allowance

4.2.5.1 A teacher designated by the School Jurisdiction to be a Director will receive an annual allowance equal to 35% of the annual salary at maximum and four (4) years teacher education on the salary grid in Article 3.2.4. The Director shall work a 12 month year, according to the schedule for Central Office staff as defined by the Black Gold Regional Schools Administrative Handbook, and shall be entitled to an annual vacation of 30 working days. The dates of the annual vacation shall be as mutually agreed between the Superintendent and the Director.

4.2.5.2 In the event that the position of director is abolished, the director shall be offered an alternate position in the division. If the salary for the alternate position is less than that of director, salary and benefits will be maintained at the existing level for a period of 12 months after the redesignation or until the end of the director's term of appointment, whichever period of time is less. Following this period of time, salary and benefits shall be determined by the alternate position.

#### 4.2.6 Instructional Consultants/Psychologists and Coordinators

##### 4.2.6.1 Instructional Consultants/Psychologists – System Based

a) Instructional Consultants/Psychologists on a 10 month work year will receive an annual allowance equal to 16% of the annual salary at maximum and four (4) years teacher education on the salary grid in Article 3.2.4.

b) By mutual consent, Instructional Consultants/Psychologists who accept a 12 month work year, according to the schedule for Central Office staff as defined by the Black Gold Regional Schools Administrative Handbook, shall be entitled to an annual vacation of 30 working days and shall receive an annual allowance equal to 22% of the annual salary at maximum and four (4) years

teacher education on the salary grid in Article 3.2.4. The dates of the annual vacation shall be as mutually agreed between the Superintendent and the Instructional Consultants/Psychologists.

4.2.6.2 Coordinators – School Based: Administration Coordinators will receive an annual allowance equal to 6% of the annual salary at maximum and four years teacher education on the salary grid in Article 3.2.4.

4.2.6.3 Coordinator – Division Based

a) Division Coordinators on a 10 month work year will receive an annual allowance equal to 12% of the annual salary at maximum experience and four (4) years teacher education on the salary grid in Article 3.2.4.

b) By mutual consent, Division Coordinators who accept a 12 month work year, according to the schedule for Central Office staff as defined by the Black Gold Regional Schools Administrative Handbook, shall be entitled to an annual vacation of 30 working days and shall receive an annual allowance equal to 16.5% of the annual salary at maximum experience and four (4) years teacher education on the salary grid in Article 3.2.4. The dates of the annual vacation shall be as mutually agreed between the Superintendent and the Division Coordinator.

4.2.6.4 Subject Area Coordinators: Subject Area Coordinators will receive an annual allowance equal to 3.7% of the annual salary at maximum and four years teacher education on the salary grid in Article 3.2.4.

### **4.3 Red Circling**

4.3.1 No principal or assistant principal shall have his allowance reduced by reason of implementation of Clause 4.2.1 unless the number of students is reduced, in which case the allowance shall be reduced accordingly.

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

4.4.1 In the absence of the principal and the assistant principal, or where there is no assistant principal, a teacher shall be designated as acting principal.

4.4.2 Where an assistant principal or administrative coordinator acts in place of a principal for more than five (5) consecutive school days, he

shall receive an allowance equivalent to that of the principal's allowance for such excess period. Such designation shall terminate upon the principal's return to duty or upon the appointment of a new principal.

- 4.4.2.1 In a school where there is no assistant principal or administrative coordinator, a teacher shall be temporarily designated to act as principal in the absence of the principal and the teacher shall receive an allowance equivalent to 50% of the principal's allowance after the fifth consecutive school day of the principal's absence.

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

- 4.5.1 *Teachers appointed to a position which carries a designation shall, after the initial year of appointment, have the appointment confirmed as continuing unless the School Jurisdiction can show just cause to terminate the designation or the position is eliminated. In the event that a designated position is eliminated, the guidelines respecting placement and transfers prescribed in Black Gold Regional Division No. 18 Policy GCPA will apply to the designation.*

#### **4.6 Other Administrator Conditions**

- 4.6.1 Travel: A teacher authorized or assigned on a regular basis by the School Jurisdiction to travel by automobile in the performance of the teacher's regular duties shall be reimbursed at the kilometrage rate established for trustees by the School Jurisdiction.
- 4.6.2 Vacation/work schedule: Any teacher required to work during a normal vacation period shall be notified in writing by the superintendent. The teacher will be granted equivalent leave with pay at a date that is satisfactory to both the teacher and the principal within six (6) months of the time worked.
- 4.6.3 Lieu Days: Principals, as identified in 4.2.1 (a) will be granted two (2) paid lieu days per school year, at a time mutually agreeable to the principal and the superintendent or designate. Unused lieu days will not be carried forward nor will they be paid out.

### **5. Substitute Teachers**

#### **5.1 Rates of Pay**

- 5.1.1 *A substitute teacher is a teacher employed on a day-to-day or part-day basis where a contract of employment is not in effect.*

- 5.1.2 *Payment for substitute teachers shall be*



*Effective September 1, 2015 - \$203.00 per day including four (4) percent vacation pay*

*Payment for part-days shall be prorated but in no case shall payment be for less than one-half day.*

## **5.2 Commencement of Grid Rate**

*5.2.1 Number of days to go on grid: Payment will be made at the daily rate for the first three (3) consecutive school days. On the fourth and subsequent days in the same school where a substitute teacher continues to replace the same regular teacher, payment shall be made according to placement on the salary schedule.*

*5.2.1.1 In order for a substitute to qualify for payment as per clause 5.2.1, sufficient proof of qualifications will have to be supplied as per clauses 3.3 and 3.4 for proper placement on the salary grid.*

*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 Where a substitute teacher has accepted employment and where the anticipated employment is for more than one (1) day, the employment may be cancelled with twelve (12) hours notice. Without such notice, and failing to place the substitute teacher in an alternate assignment and upon request of the substitute, the substitute will receive 50% of the full day substitute rate.*

## **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 salary and allowances on a prorata basis in the proportion that their contract amount (including preparation time) bears to a full-time contract amount.*

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

6.3.1 *Part-time teachers shall be eligible for benefits, and personal leave days set forth in this agreement on a prorata basis in the proportion that their contract amount (including preparation time) bears to a full-time contract amount.*

### 6.4 Other Part-time Teacher Conditions

6.4.1 A teacher on continuing full-time contract who voluntarily accepts a part-time position:

a) will be given a part-time continuing contract for a specified period.

b) at the end of the specified period, or any other agreed-upon period, will be reinstated in a full-time position with continuing full-time contract status.

6.4.2 Part-time continuous contracts shall normally continue from year to year at the same level of duties unless the School Jurisdiction and the teacher agree to a change.

## 7. **GROUP BENEFITS**

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

7.1.1 When enrolment is satisfactory to the insurers, the School Jurisdiction will make available the *Alberta School Employee Benefit Plan (ASEBP)*, which provides Life Insurance, Accidental Death and Dismemberment, Extended Disability Benefits, Extended Health Care, Vision Care, and Dental Care.

7.1.2 *The School Jurisdiction shall pay 95% toward the premiums for Life Insurance, Plan 2A, Accidental Death and Dismemberment, Plan 2A, and Extended Disability Benefits, Plan D, of the Alberta School Employee Benefit Plan.*

7.1.3 *The School Jurisdiction shall pay 95% of the premiums payable for the Extended Health Care, Plan 1, of the Alberta School Employee Benefit Plan.*

7.1.4 The *School Jurisdiction* shall pay 95% of the premiums payable for the Alberta Health Care Plan.

7.1.5 *The School Jurisdiction shall pay 95% of the premiums payable for Dental Care, Plan 3, of the Alberta School Employee Benefit Plan.*

- 7.1.6 *The School Jurisdiction shall pay, 95% of the premiums payable for Vision Care, Plan 3, of the Alberta School Employee Benefit Plan.*
- 7.1.7 *Teachers on professional development leave, the voluntary portion of a maternity leave, or any other voluntary leave in excess of 30 calendar days shall be solely responsible for any costs or premiums relating to any benefit plans the teacher participates in under this Collective Agreement for the duration of the leave.*
- 7.1.8 *A teacher absent on unpaid leave in excess of 30 calendar days shall cease to accrue and shall not be eligible to utilize benefits under this agreement such as sick leave and the employer contributions to group and health insurance plans. Where eligible the employee may prepay the total contribution towards any benefit plans in order to maintain coverage during the period of such leave.*

## **7.2 Group Benefits Eligibility**

- 7.2.1 Subject to the provisions of the master policies, all teachers appointed to the staff of the School Jurisdiction participating in the *Alberta School Employee Benefit Plan* after the signing of this collective agreement shall be required to enroll in Life Insurance, Plan 2A, Accidental Death and Dismemberment, Plan 2A, Extended Disability Benefits, Plan D, of the Alberta School Employee Benefit Plan.

## **7.3 Health Spending Account**

- 7.3.1 *The School Jurisdiction will establish a Health Spending Account (HSA), which adheres to Revenue Canada Agency (CRA) requirements, by making monthly contributions based on the FTE assignment for each teacher covered by a probationary, temporary or permanent contract covering a minimum period of 100 instructional days. The annual contribution by the School Jurisdiction for a full time teacher will be \$500. 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.*

## **7.4 Other Group Benefits**

- 7.4.1 Employment Insurance Premium Reduction: Effective January 1, 1979, payments made towards benefit plans by the School Jurisdiction shall permit it to retain and not pass on to teachers, any rebates of premiums otherwise required under Employment Insurance Premium Reduction Regulations.

## **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 in consultation with his staff.*
- 8.3.2 *It is recognized that a teacher's professional duties extend beyond instruction of pupils. Teachers will provide such instruction, supervision and other duties as are reasonable as assigned by the principal.*
- 8.3.3 *The Board of Education will ensure that all student instruction will be performed by members of the Association.*

### **8.4 Extracurricular**

- 8.4.1 *The program of extra-curricular activities will be determined by the principal and his staff.*
- 8.4.2 *It is understood that any teacher involvement in extra-curricular activities is on a voluntary basis.*

## **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 Funds**

9.2.1 Short-term professional improvement monies in the amount of \$30,000 will be made available. Any unused portion of these monies will be allowed to accumulate to the following year to a maximum of double the annual amount (\$60,000).

## **9.3 Sabbatical/Professional Improvement Leave/Graduate Study Leave**

9.3.1 Professional improvement leave to a maximum of \$36,000, plus the employer contributions to the benefit plans set forth in 7.1.2, 7.1.3, 7.1.4, 7.1.5, 7.1.6 and 7.2.1 may be granted by the School Jurisdiction for the following reasons:

9.3.1.1 At the discretion of the School Jurisdiction the equivalent amount of money designated in clause 9.3.1 may be allocated to one (1) or more teachers to attend a course, seminar, or other educational pursuits to advance skill, or professional expertise in specified areas.

9.3.1.2 The School Jurisdiction may grant professional improvement leave for a period of less than one (1) year. A teacher granted such leave shall receive an allowance paid at a prorated basis to the amount provided in clause 9.3.1 calculated in the ratio that the period of approved leave bears to the school term. Allowances shall be paid in equal monthly instalments over the period of leave.

9.3.1.3 Any unused portion of the annual professional improvement leave will be allowed to accumulate to the following year to a maximum of double the annual amount.

9.3.2 A teacher who is granted professional improvement leave shall give by April 30 an undertaking in writing to return to the teaching staff following the expiration of this leave and shall not resign or retire from teaching service other than by mutual agreement between the School Jurisdiction and the teacher for a period as follows:

a) one (1) year for leaves of six (6) months or less

b) two (2) years for leaves exceeding six (6) months.

9.3.2.1 Should a teacher fail to return to teaching duties or should he resign before completing his commitment following the

professional improvement leave, he shall repay the amount received calculated on a prorata basis for partial fulfillment of commitment.

- 9.3.3 All applications for professional improvement leave shall be submitted to the School Jurisdiction by February 1st for leaves from September to December of the following school year and by September 1st for professional improvement leaves that occur any other time during the remainder of the following school year.
- 9.3.4 The School Jurisdiction, after having the applications reviewed by a committee consisting of one (1) teacher, one (1) Board member, and the Superintendent, shall determine, not later than April 1st for February 1st application deadlines and not later than November 1st for September 1st application deadlines, the number of persons if any, to be granted professional improvement leave.
- 9.3.5 No experience increment shall be allowed for the year, or portion thereof, of professional improvement leave.
- 9.3.6 A teacher who is granted professional improvement leave shall be entitled to return to a teaching position which has been mutually agreed upon prior to the granting of such leave.

## **10. SICK LEAVE/MEDICAL CERTIFICATES AND REPORTING**

- 10.1 *Sick leave, with pay shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability, in accordance with the following schedule:*
  - a) *after two (2) years of service - 90 calendar days.*
  - b) *less than two (2) years of service - the unused portion of statutory sick leave.*
- 10.1.1 *Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon his return to full-time duty, he shall be entitled to sick leave under the provisions of Clause 10.1.*
- 10.1.2 *After 90 calendar days of continuous absence due to disability the ASEBP will take effect.*
- 10.1.3 *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 sick pay benefits as provided for elsewhere in this contract.*

- 10.2 A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness, for a period of more than three (3) consecutive teaching days, shall be required to present to the Superintendent or designate a medical certificate within fourteen (14) calendar days from the commencement of the absence. The medical certificate referenced in this clause shall be included as a form in the Administrative Procedure Manual. Though it is anticipated this medical certificate will be sufficient in most instances, nothing in this clause prohibits the School Jurisdiction from requesting additional medical information or introducing an alternate form. Should the School Jurisdiction amend this form, the Association shall be notified and provided a copy of the amended form.
- 10.2.1 A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident or sickness for a period of three (3) consecutive teaching days or less shall be required to present to the principal a signed statement giving the reason for such absence immediately upon return to teaching duties.
- 10.2.2 In the case of any request for prolonged sick leave with pay, the School Jurisdiction may require, at its expense, a certificate from a medical or dental practitioner designated by the School Jurisdiction.
- 10.2.3 The School Jurisdiction may require any teacher employed by it to undergo a medical examination by a physician named or approved by the School Jurisdiction.
- 10.2.4 When a teacher has been on sick leave and wishes to return to work, the teacher may be required by the School Jurisdiction to provide medical evidence, satisfactory to the School Jurisdiction, stating that the teacher is fit to perform all regular duties on a continuous basis.

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

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

#### **11.1.1 *Maternity Leave***

11.1.1.1 *Teachers are entitled to maternity leave without pay and employer contribution to benefits, except as provided for in 11.1.1.3, for a period not exceeding 52 weeks.*

11.1.1.2 *When possible, a teacher will notify the School Jurisdiction of her leave requirements six (6) weeks in advance of the first day of the leave. Such notice shall be accompanied by a doctor's/midwife's medical certificate specifying the anticipated date of birth. The teacher shall provide at least*



*four (4) weeks written notice of the date on which the teacher intends to resume work.*

- 11.1.1.3 *The School Jurisdiction will register and implement a Registered Supplementary Unemployment Benefits (SUB) plan which shall provide a teacher the maximum salary allowable 100% under the SUB plan, and the employer contributions to benefits during the health related portion of the maternity leave. The SUB plan shall be payable for a maximum period covered by accumulated sick leave.*
- 11.1.1.4 *A teacher absent from her teaching duties during a maternity leave for a health-related reason must submit a valid medical certificate indicating that the teacher is unable to perform her regular duties.*
- 11.1.1.5 *Teachers returning to work from leave taken under Article/Clause 11.1.1 shall be reinstated to the same position held prior to taking the leave or to a mutually agreed upon alternate position.*

#### **11.1.2 Parental/Adoption Leave**

- 11.1.2.1 *Teachers are entitled to adoption or parental leave for up to 52 weeks without pay and benefits as follows:*
  - (a) Whenever possible, the teacher shall provide the School Jurisdiction with at least six (6) weeks written notice prior to the commencement of the leave.*
- 11.1.2.2 *Adoption leave shall expire on a mutually agreed date.*
- 11.1.2.3 *Teachers who wish to resume employment upon the expiration of adoption/parental leave, shall give the School Jurisdiction two (2) weeks' notice in writing of the day they intend to resume employment and the School Jurisdiction shall*
  - a) reinstate the teacher in the position occupied at the time the adoption/parental leave commenced, or*
  - b) provide the teacher with alternative work of a comparable nature at not less than the same wages and other benefits that had accrued to the teacher to the date the adoption/parental leave commenced.*

### **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 *Upon informing the principal, a teacher shall be granted three (3) days of absence per school year with pay for personal reasons, except when circumstances put such a leave in conflict with the interests of the school. Such leave shall not be unreasonably denied.*
- 12.2 *Upon informing the Superintendent or designate, a teacher covered in Clause 4.2.1, 4.2.2, 4.2.4.2 and 4.2.4.3 will be eligible for one (1) additional day of absence for personal reasons, except where circumstances put such leave in conflict with the interests of the school. Such leave shall not be unreasonably denied.*

12.2.1 *The first day of such leave shall be provided without a deduction for the cost of the substitute; however, such days may not be carried forward to future years. The teacher will pay the cost of a substitute, for the day(s) beyond the first day he/she was absent, as determined in clause 5.1.2 and clause 5.2.1.*

12.3 A teacher may carry forward personal leave days with a maximum of five (5) personal days available in any given 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 Bereavement, Critical Illness and Funeral Leave**

14.1.1 A Leave necessitated by critical illness or death of a spouse, child, step-child, parent, step-parent, guardian, parent-in-law, grandparent,

son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, sister-in-law, grandparent of spouse, and other close family member residing within the teacher's household shall be granted with full salary by the School Jurisdiction as follows:

- 14.1.1.1 Up to and including five (5) teaching days for critical illness; critical illness leave granted under clause 14.1.1.1 will terminate in the event of death.
- 14.1.1.2 The days of absence referred to in clause 14.1.1.1 will be taken during the time of the actual occurrence of the critical illness. In any one school year, not more than five (5) days leave will be granted for each individual identified in 14.1.1.
- 14.1.1.3 Up to and including five (5) teaching days for death.
- 14.1.1.4 The days of absence referred to in clause 14.1.1.3 must be taken during the time of the actual occurrence of the death, within reason. In any one school year, not more than five (5) days leave will be granted for each individual identified in 14.1.1.
- 14.1.1.5 Those days referred to in clauses 14.1.1.1 and 14.1.1.2 may be extended at the discretion of the School Jurisdiction should additional time be required.
- 14.1.1.6 Leave with pay up to one (1) day per school year may be granted by the School Jurisdiction for the purpose of attending the funeral of a close friend other than those referred to in clause 14.1.1.
- 14.1.1.7 Before payment is made under clause 14.1.1, the School Jurisdiction may require a medical certificate stating that critical illness was the reason for the absence.

## **14.2 Additional Parental Leave**

- 14.2.1 In addition to maternity or adoption/parenting leave, teachers may be entitled to a parenting leave without pay or School Jurisdiction contribution to benefit premiums for up to one (1) year. Such leave must commence immediately following maternity or adoption leave.
- 14.2.2 Application for such leave must be made no later than three (3) months prior to the commencement of parenting leave.
- 14.2.3 Parenting leave will terminate at the end of the school year.

a) the School Jurisdiction shall endeavor to reinstate a teacher returning from parenting leave to the position occupied at the time the leave commenced, or

b) provide the teacher with alternative work of a comparable nature at not less than the same wages and other benefits that had accrued to the teacher to the date the parenting leave commenced.

#### **14.3 Graduation, Convocation and University Exams Leave**

14.3.1 A teacher is entitled to leave of absence with pay for one (1) day of each of the teacher's own convocation and to write an examination related to the teacher's academic studies provided that convocation or the day of the examination falls on a school day.

#### **14.4 Inclement Weather/Impassable Roads Leave**

14.4.1 Upon approval by the employer, a teacher who, despite reasonable effort, is unable to travel to their school from their usual place of residence because of (a) inclement weather, (b) impassable road conditions, or (c) the failure of transportation facilities other than their own, will be granted their salary for the periods of absence so occasioned.

#### **14.5 Jury Duty Leave**

14.5.1 Leave of absence without loss of salary shall be granted:

- a) for jury duty or any summons related thereto.
- b) to answer a subpoena or summons to act as a witness in any proceeding authorized by law to compel the attendance of witnesses provided that the teacher remits to the School Jurisdiction any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body.

#### **14.6 Leave for Child's Arrival**

14.6.1 A teacher has two (2) days leave of absence for parental leave available with pay and benefits to attend the teacher's partner in the time surrounding the arrival of the child. Costs for the substitute teacher will be borne by the teacher for the second such day.

#### **14.7 Family Medical Leave**

14.7.1 Leave with pay up to two (2) days per school year to attend to the medical needs of a teacher's parent, spouse, child or those to whom the teacher is a primary caregiver. The teacher shall be required to

present to the superintendent or designate a medical certificate from a medical practitioner within fourteen (14) calendar days from the commencement of the absence.

#### **14.8 Discretionary Leave**

*14.8.1 Additional leaves of absence may be granted by the School Jurisdiction with or without pay for reasonable cause.*

### **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 teacher covered by this 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 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 1) Such a difference (hereinafter called a 'grievance') shall first be submitted in writing to the Superintendent/designate and to the chair of the Teacher Welfare Committee of the Local of The Association as the case may be. Such written submission shall be made within 20 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 and the articles of this agreement which it is alleged to have been violated.

Both the teacher and the School Jurisdiction, or their representatives, shall meet to resolve the dispute within 10 days of the receipt of the grievance notice.

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.

- 16.2 (Step 2) In the event the grievance is not settled within twenty (20) days after the date of submission of the grievance in accordance with the above procedure, then on or before a further five (5) days have elapsed from the expiration of the aforesaid twenty (20) day time period, the grievance shall be referred in writing to the grievance committee at which time a grievance meeting will be scheduled. The grievance committee shall be composed of representatives of the School Jurisdiction.

The grievance committee shall render their decision in respect of the grievance within 25 days following receipt of the submission and shall dispose of each grievance before proceeding to another, except whereby there is mutual agreement by the grievor and the School Jurisdiction representatives that the hearing of such grievance is adjourned for the purpose of obtaining further information.

- 16.2.1 (Step 3) If the grievance is not resolved with the response of the grievance committee or if the grievance committee fails to provide a decision within the said time 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 10 days after the date of the aforesaid 25 day limit expires or the date the grievance committee renders their decision, whichever is shorter.

- 16.2.2 No meeting under the grievance procedure shall be held during normal teaching hours, when the grievor or his representative's attendance is required, except by mutual agreement of the grievor and the grievance committee.

- 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 ten (10) 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.

- 16.3.1 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 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.
- 16.5 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 teacher 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.
- 16.5.1 The arbitration board shall give its decision not later than 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 (2) parties shall bear equally the expenses of the chairman.
- 16.7 All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.
- 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 necessary action 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 with the written consent of the parties.
- 16.10 Optional Grievance Mediation**

The parties may mutually agree at any time to a non-binding process to attempt to resolve the grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of 10 days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.

**16.11 Mediation Process**

After receipt of the decision by the Superintendent/designate, within 10 working days, either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution. Both parties must agree to this mediation process

The mediator shall be appointed by mutual agreement between the parties.

The purpose of the Mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and/or materials generated for that purpose are to be considered privileged. Both parties shall disclose all materials and information relevant to the issue in dispute.

The expenses of the Mediator shall be borne equally by both parties.

The grievance may be resolved by mutual agreement between the parties, within 10 working days of the first meeting the parties, having considered the issue in dispute and the terms of the collective agreement, the Mediator shall issue a report including non-binding recommendation.

## **17. EMPLOYMENT**

### 17.1 Information and Files:

17.1.1 The School Jurisdiction shall submit proposed School Jurisdiction regulations pertaining to teachers to representatives of its teaching staff. It shall be the responsibility of these representatives to communicate the views of the teachers regarding the proposed School Jurisdiction regulations to the School Jurisdiction.

17.1.2 Newly appointed teachers may be required to present a medical certificate of good health and satisfactory proof of age.

17.1.3 Upon employment with the School Jurisdiction, each teacher shall be given a copy of the current collective agreement.

17.2 Transfers: A teacher designated as a principal or assistant principal who is being required to transfer may be required to retain such designation only with his consent.

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

**GREATER BLACK GOLD TEACHERS LOCAL NO. 18**  
**ALBERTA TEACHERS' ASSOCIATION**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Coordinator of Teacher Welfare

**BOARD OF TRUSTEES OF**  
**BLACK GOLD REGIONAL DIVISION NO. 18**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Associate Superintendent

**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 Days</b>	<b>Non Instructional Days</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 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 Understanding #4**

The teacher currently in the position at the Warburg Hutterite Colony will be red circled until such time that the teacher leaves the position.

## **Letter of Understanding #5**

Terms of Reference for BGRD No. 18 and the ATA Local #8 PD Working Committee

### **Purpose of the PD Working Committee**

A PD Working Committee will be set up to provide a recommendation to both ATA Local #8 and BGRD No. 18 Board of Education regarding practices for professional development, with the intent of a pilot project to be implemented by September 1, 2018.

### **Membership**

Equal representation from both the ATA Local #8 and BGRD No. 18

### **Duties**

1. Strike the committee and hold the first meeting by November 30, 2017.
2. Hold meetings as required.
3. Meetings will be chaired alternately by both parties.
4. Present to both the ATA Local #8 and BGRD No. 18 Board of Education a possible framework for professional development efficiency and availability of professional development funds by March 30, 2018.

\*Upon approval of a recommendation from the working committee, by both ATA Local No. 8 and BGRD No. 18 Board of Education, Article 10 "Professional Improvement Leave" may be reopened for negotiation.

This letter of understanding terminates on August 31, 2018.