

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 SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

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This collective agreement is made this ____ of _____ 20__ between Black Gold School Division (School Division) and the Alberta Teachers' Association (Association).

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

Effective March 4, 2020, the whereas statement above is repealed and replaced by the following whereas statement:

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

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 Division excepting those positions agreed to be excluded in local bargaining between the School Division and the Association.*

Effective March 4, 2020, clause 1.1 above is repealed and replaced by the following clause:

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

1.2 Excluded Positions

- 1.2.1 Superintendent

- 1.2.2 Associate Superintendent
- 1.2.3 Division Technology Administrator
- 1.3 *Effective March 4, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
 - 1.4.1 *Has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.4.2 *Has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective March 4, 2020)*
 - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the School Divisions and to bind the School Divisions in any agreement with respect to central terms.*
 - 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
 - 1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in in any agreement with respect to local terms.*
- 1.6 *Effective March 4, 2020, the School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any*

previous collective agreement unless mutually agreed to by TEBA and the Association.

- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective March 4, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2 List Bargaining

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

2.3 Central Matters Bargaining

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

2.4 Local Bargaining

- 2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Division or the Association must be served after, but not more than 60 days after,*

the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.

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

2.5 Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6 Meet and Exchange

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

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

2.7 Opening with Mutual Agreement

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

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

2.8 *Provision of Information (Effective until March 3, 2020)*

2.8.1 *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division shall provide to the Association at least once each year no later than October 31, a list of its teachers who are members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.*

2.8.2 *Each School Division shall provide the following information to the Association and to TEBA annually:*

- a) Teacher distribution by salary grid category and step as of September 30;*
- b) Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
- c) Most recent School Division financial statement;*
- d) Total benefit premium cost;*
- e) Total substitute teacher cost; and*
- f) Total allowances cost.*

2.8 *Provision of Information (Effective March 4, 2020, the following clause repeals and replaces clause 2.8 above)*

2.8.1 *As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

2.8.2 *The School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December:*

2.8.2.1 *Teacher distribution by salary grid category and step as of September 30;*

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent School Division financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

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

3.1.1.1 Subject to both the Education Act and the Employment Standards Code, teachers shall be paid on the last banking day of the month except for the month of December when teachers are paid on the last banking day prior to Christmas Day.

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 Division. (Effective date of school opening means the day the students arrive at school.)

3.2 Grid

3.2.1 *The School Division 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 (1/12th) 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 Division. 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, 2018:*

Experience	Years of University Education		
	Four	Five	Six
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 (effective until August 31, 2019)

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 Division, 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.*

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

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

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

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

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

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

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

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

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

3.4 Experience (effective until August 31, 2019)

3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*

a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*

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

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

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

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

3.4.5 *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 Education Act, as amended provided that, at the sole discretion of the School Division, for teachers hired after the effective date of this agreement, the School Division 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 Division is counted as if it had been teaching experience in schools under the Division'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 they were not holding a valid teaching certificate.

3.4.8 The teacher shall be responsible to submit satisfactory evidence of teaching experience to the School Division. 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 them. 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 their 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.

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

Teachers shall:

a) Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a

position that requires a teaching certificate as a condition of employment; and,

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

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

3.4.2 Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.

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

3.4.4 Uncredited experience shall be carried over for the calculation of experience increments.

3.4.5 The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.

Prior Experience

3.4.6 The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.

a) Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero years of experience on the salary grid.

b) If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.

c) If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.

3.4.7 The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.

3.4.8 A teacher requesting that the School Division recognize experience earned with a previous School Division shall provide to the School

Division written confirmation from the previous School Division certifying:

- a) The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
- b) The position held while earning the experience was one that required a valid teaching certificate; and,*
- c) The written confirmation is signed by an authorized officer of the previous School Division.*

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

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

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

3.5 Special Considerations: 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 Division, 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 Division 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 Division'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 (1/200th) 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. ADMINISRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

- 4.1.1 The School Division 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 Division 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. The minimum principal allowance specified in 4.2.3.6 does not apply to Teachers of One Room School.*
- 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^{ths}) 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.*
- 4.2.3.6 *Effective September 1, 2019, notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*
- 4.2.4 *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.*
 - 4.2.4.2 *Effective September 1, 2019, the minimum allowance for Assistant Principal/Vice-Principal allowance will be adjusted in accordance with current proportionality to the Principal allowance.*
- 4.2.5 *Director's Allowance*
 - 4.2.5.1 *A teacher designated by the School Division 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 Division Office staff as defined by the Black Gold School Division 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 Division Office staff as defined by the Black Gold School Division 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*

Division Office staff as defined by the Black Gold School Division 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 4.2.2 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, they 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 Division 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 School Division 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 Division 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 Division.
- 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 4.2.3.6 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 and until April 30, 2019 - \$203.00 per day including four (4%) percent vacation pay.
- 5.1.3 Payment for part-days shall be prorated but in no case shall payment be for less than one-half day.
- 5.1.4 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212.*
- 5.1.5 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid: 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

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.*

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

6.2 Part-time Teachers Salaries

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 Teachers on a continuous part-time contract shall not have their full-time equivalent status vary more than plus or minus 0.15 FTE without consent of both parties.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

7.1.1 *When enrolment is satisfactory to the insurers, the School Division 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 Division 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. Effective September 1, 2019, the School Division shall pay 100%.*

7.1.3 *The School Division shall pay 95% of the premiums payable for the Extended Health Care, Plan 1, of the Alberta School Employee Benefit Plan. Effective September 1, 2019, the School Division shall pay 100%.*

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

- 7.1.5 *The School Division shall pay 95% of the premiums payable for Dental Care, Plan 3, of the Alberta School Employee Benefit Plan. Effective September 1, 2019, the School Division shall pay 100%.*
- 7.1.6 *The School Division shall pay, 95% of the premiums payable for Vision Care, Plan 3, of the Alberta School Employee Benefit Plan. Effective September 1, 2019, the School Division shall pay 100%.*
- 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 School Division 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 Division 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/Wellness Spending Account

- 7.3.1 *Effective the first of the month following ratification, the School Division will establish a combined Health Spending Account/Wellness Spending Account (HSA/WSA), which adheres to Revenue Canada Agency (CRA) requirements and the Income Tax Act, 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 Division for a full time teacher will be \$500. Effective September 1, 2019, the annual contribution by the School Division for a full time teacher will be \$725. The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the School Division 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 Division 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 Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
- a) operational days (including teachers' convention)*
 - b) instruction*
 - c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
 - d) parent teacher interviews and meetings*
 - e) School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
 - f) staff meetings*
 - g) time assigned before and at the end of the school day*
 - h) other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*
- 8.2.2 *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the*

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

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

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

8.3 Other Conditions of Practice

8.3.1 *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.*

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

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

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

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

8.4 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 Division's goals.*

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

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

9.2 Professional 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 School Division 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 Division for the following reasons:

9.3.1.1 At the discretion of the School Division 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 Division 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 Division 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 Division 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 Division, 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 Division from requesting additional medical information or introducing an alternate form. Should the School Division 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 Division may require, at its expense, a certificate from a medical or dental practitioner designated by the School Division.*
- 10.2.3 *The School Division may require any teacher employed by it to undergo a medical examination by a physician named or approved by the School Division.*
- 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 Division to provide medical evidence, satisfactory to the School Division, 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 (Effective for maternity and/or parental leaves that commenced before May 1, 2019)

11.1.1 Maternity Leave

- 11.1.1.1 *Teachers are entitled to maternity leave without pay and School Division 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 Division 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 Division 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 School Division 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 Division 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 Division two (2) weeks' notice in writing of the day they intend to resume employment and the School Division 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 Division to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*

11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months,*

provided the teacher repays the teacher portion of the benefit premiums.

- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than 12 months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under clause 11.2.3.*

Effective May 1, 2019, the following clauses apply for maternity/parental/adoption leaves commencing on or after May 1, 2019 and shall repeal and replace clauses 11.1 and 11.2 above as applicable.

11.1 Maternity Leave

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4 *The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*

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

11.2 Parental Leave

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

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

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

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

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

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

11.3 Salary Payment and Benefit Premium

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

- 11.3.2A *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3A *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4A *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5A *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account/Wellness Spending Account (HSA/WSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA/WSA during this time.*

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of a parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*
- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

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 4.2.3, 4.2.4, 4.2.6.2, and 4.2.6.3 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; effective September 1, 2019, if this day is not used by the end of the school year, it will be accumulated to a maximum of two days available in any given school year – these two days without substitute deduction must be used first. The teacher will pay the cost of a substitute, for the day(s) beyond the above mentioned day(s) they were absent, as determined in clauses 5.1.2, 5.1.4, and 5.1.5, depending on the effective date 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 Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

13.2 *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than*

five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per Clause 13.1. Such leaves will not be unreasonably denied.

- 13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher and the Association and is at no cost to the School Division.*
- 13.4 *During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on their behalf while on secondment under this clause.*

14. OTHER LEAVES

14.1 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 Division 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 Division 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 Division 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 Division 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 Division 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 Division 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 School Division, 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 Division 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 Division with or without pay for reasonable cause.

15. CENTRAL GRIEVANCE PROCEDURE

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

- a) about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*

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

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

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

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

15.5 *If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.*

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

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

15.7 *The written notice shall contain the following:*

- a) *A statement of the facts giving rise to the difference,*
- b) *The central item or items relevant to the difference,*
- c) *The central item or items and the non-central item or items, where the difference involves both, and*
- d) *The remedy requested.*

15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*

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

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

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

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

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

15. CENTRAL GRIEVANCE PROCEDURE

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

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

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

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

15.4 *An “operational” day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*

15.5 *For the purposes of this Article, written communication may be provided by email.*

15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the*

difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.

- 15.7 If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*
- 15.8 Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
 - b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.9 The written notice shall contain the following:*
- a) A statement of the facts giving rise to the difference,*
 - b) The central item or items relevant to the difference,*
 - c) The central item or items and the non-central item or items, where the difference involves both, and*
 - d) The remedy requested.*
- 15.10 The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division affected by the difference is attending a central grievance hearing.*

- 15.12 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Division, and any affected teacher or teachers.*
- 15.13 (a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- (b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.14 (a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.15 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*
- 15.16 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected School Division rectify any failure to comply with the Collective Agreement;*
- b) *An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
- c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.17 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*

b) Any affected School Division.

c) Teachers covered by the Collective Agreement who are affected by the award.

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

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

16. LOCAL GRIEVANCE PROCEDURE

16.1 Any difference between any teacher covered by this agreement and the School Division, or, in a proper case, between the Local of The Association and the School Division, concerning the interpretation, application, operation, or alleged violation of this agreement and further including any dispute as to whether the difference is arbitrable, shall be dealt with as 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 Coordinator of Teacher Welfare 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 Division, 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 Division 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 Division.

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 Division 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 parties may agree to proceed to arbitration with a single-person arbitration panel. In such cases the Superintendent/designate and Coordinator of Teacher Welfare/designate shall appoint the arbitrator within 10 days of agreement to proceed with a single-person arbitration panel. In the event of any failure to appoint an arbitrator, either single-person arbitration panel. In the event of any failure to appoint an arbitrator, either party may request the Director of Mediation Services to make the necessary appointment.

16.3.2 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.

16.4 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 Division shall submit proposed School Division 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 Division regulations to the School Division.

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 Division, 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 WHEREOFF the parties have executed this agreement this ____ day of _____ 20__.

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

Chair

Coordinator of Teacher Welfare

BOARD OF TRUSTEES OF
BLACK GOLD SCHOOL DIVISION

Chair

Associate Superintendent

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

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

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

- h) The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*
- i) The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process. If an oral decision is rendered, it will follow with a written summary including the decision and rationale.*
- j) All decisions of the arbitrator are final and binding.*
- k) The arbitrator retains jurisdiction with respect to any issues arising from their decision.*
- l) For the purposes of this process, the timelines shall reflect calendar days, excluding Saturdays and Sundays or General Holidays. Notwithstanding, the parties may extend timelines by mutual agreement and such request to extend timelines shall not be unreasonably denied. The arbitrator has the authority to extend timelines in consultation with the parties.*
- m) The parties shall bear the costs of their participation in this process. The parties shall equally share the costs of the fees and expenses of the arbitrator.*

This trial process shall take effect as of the date of signing and shall expire and have no further force and effect once all of the collective agreements commencing September 1, 2018 between the Association and School Divisions have been ratified.

Signed by the parties on October 2, 2018.

New Letter of Understanding #3 – Teachers with Designations: Allowances and Titles

This Letter of Understanding reflects a commitment between TEBA and the Association and is unenforceable under this Collective Agreement. This is provided in the Collective Agreement for information purposes only.

TEBA and the Association agree to establish a committee of three (3) Association and three (3) TEBA representatives to review the allowances and titles of school and jurisdiction based leaders in the bargaining unit, in the context of their duties and responsibilities.

School Divisions will provide to the committee job descriptions and other relevant employment documents requested by the committee. The committee will provide a report to TEBA and the Association in order to inform the next round of bargaining. The Association and TEBA will name their representatives within thirty (30) days of ratification of this agreement and the committee shall commence its work within sixty (60) days after ratification of central terms.

New Letter of Understanding #4 – Distributed Education Teachers Conditions of Practice

This Letter of Understanding reflects a commitment between TEBA and the Association and is unenforceable under this Collective Agreement. This is provided in the Collective Agreement for information purposes only.

TEBA and the Association agree to establish a committee of three (3) Association and three (3) TEBA representatives to study distributed education (e.g. online, blended learning, and alternative delivery) teachers' conditions of practice and provide a report to TEBA and the Association in time to inform the next round of bargaining. The Association and TEBA will name their representatives within thirty (30) days of ratification of central terms.

New Letter of Understanding #5 – Wellness Spending Account

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

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

Letter of Understanding #9

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

Between:

BLACK GOLD SCHOOL DIVISION
(the “Division”)

AND

ALBERTA TEACHERS ASSOCIATION
(the “ATA”)

WHEREAS

1. The ATA and the Division are parties to a collective agreement
2. COVID-19 continues to put pressure on Alberta’s healthcare system and providers
3. Current testing for COVID-19 shows a very high positivity rate for those with symptoms of COVID-19 and it is likely those with symptoms have COVID-19
4. It is challenging for Teachers of the Division who may have COVID-19 to obtain medical notes and testing due to the strains on the system

NOW THEREFORE the Division and the ATA agree as follows:

1. Definitions:

- a. Collective Agreement refers to the collective agreement between the ATA and the Division which was in force from September 1, 2018 to August 31, 2020 and which has thereafter pursuant to Article 2.5 of the Collective Agreement and pursuant to section 130 of the *Labour Relations Code*, RSA 2000, c. L-1.
- b. COVID-19 Symptoms means the following symptoms that are not related to a pre-existing illness or health condition: (1) cough; (2) fever; (3) sore throat; (4) shortness of breath; (5) runny nose; and/or (6) loss of taste or smell.
- c. Teacher means an employee of the Division who is represented by the ATA to whom the Collective Agreement applies.
- d. Fully Vaccinated refers to a person who received (at least 14 days earlier):
 - i. no less than two doses of a Health Canada approved COVID-19 vaccine in a two dose vaccine series; or,
 - ii. one does in a Health Canada approved COVID-19 vaccine in a one dose vaccine series.

2. **Isolation Requirement:** Any Teacher who has COVID-19 Symptoms must:
 - a. (if Fully Vaccinated) isolate for 5 days from the onset of symptoms or until they resolve, whichever is longer.
 - b. (if not Fully Vaccinated) isolate for 10 days from the onset of symptoms or until they resolve, whichever is longer
 - c. The above isolation requirements are consistent with current guidelines set out by Alberta Health. Should Alberta Health alter its isolation requirements, this Letter of Understanding shall be read to assume those requirements were contained herein.
3. **Medical Note Not required:** A Teacher who acts in compliance with the preceding paragraph shall not be required to provide the Division with medical confirmation to support their absence of more than three consecutive working days as would otherwise be required by Article 10.2 of the Collective Agreement.
4. **Other Rights:** The ATA and the Division retain all other rights and remain subject to all other obligations under the Collective Agreement. This Letter of Understanding and its terms shall be without prejudice and without precedent such that each of the parties may revert to their contractual and other legal rights.
5. **Operation:** The terms in this Letter of Understanding shall be effective once executed by both the ATA and the Division and will last until a new collective agreement is entered into unless otherwise altered or terminated in accordance with this Letter of Understanding.
6. **Copy to Teachers:** A copy of this Letter of Understanding shall be provided to each of the Teachers to whom it applies.
7. **Alteration:** The ATA and the Division may mutually agree to alter or renegotiate this Letter of Understanding at any time which can include a mutual agreement to terminate this Letter of Understanding at any time.
8. **Cancellation:** The ATA and Division agree that either party may cancel this Letter of Understanding with 10 day's written notice to the other party.
9. **Counterpart:** This Letter of Understanding may be executed in counterpart and may be delivered electronically, by facsimile or in person.

Cal Monty, Associate Superintendent

On behalf of Black Gold

January 13, 2022
Date

Kristine Wilkinson

On behalf of the ATA

January 14, 2022

Date