Battle River Regional Division No 31 (2016 - 2018)

Page Content

This collective agreement is made this \_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ between Battle River Regional Division No 31 (School Jurisdiction) and the Alberta Teachers’ Association (Association).

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

WHEREAS the parties have set these matters forth in the Collective Agreement to govern the terms of employment of the said teachers.

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

**1.            APPLICATION/SCOPE**

*1.1          This collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the School Jurisdiction excepting those positions agreed to be excluded in local bargaining between the School Jurisdiction and the Association.*

*1.2*          Excluded Positions

1.2.1      Superintendent

1.2.2      Chief Deputy Superintendent

1.2.3      Deputy Superintendent

1.2.4      Assistant Superintendent

1.2.5      Associate Superintendent

1.2.6      Manager/Director of Human Resources

1.2.7      Director

*1.3          The Association is the bargaining agent for each bargaining unit and:*

*1.3.1      has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*

*1.3.2      has exclusive authority to bargain collectively with each School Jurisdiction on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*

*1.4          The School Jurisdiction retains those residual rights of management not specifically limited by the expressed terms of the Collective Agreement.*

*1.5          Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*

*1.6          This collective agreement cancels all former collective agreements and all provisions appended thereto.*

*1.7          This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*

**2.            TERM**

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

***2.2          List Bargaining***

*2.2.1      Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*

*2.2.2      If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

***2.3          Central Matters Bargaining***

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

*2.3.2      A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

***2.4          Local Bargaining***

*2.4.1      Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Jurisdiction or the Association must be served after, but not more than 60 days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*

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

***2.5          Bridging***

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

*a)            a new collective agreement is concluded, or
b)            a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*

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

***2.6          Meet and Exchange***

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

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

***2.7          Opening with Mutual Agreement***

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

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

***2.8          Provision of Information***

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

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

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

**3.            SALARY**

**3.1          Salary Pay Date/Schedule**

3.1.1      Except for substitute teachers, each teacher shall be paid 1/12 of his/her annual rate of salary per month.

3.1.2      Teachers shall have their salary payments transferred directly to their bank for deposit purposes. Staff are required to have an account available for direct deposit. The provisions of this clause shall also apply to substitute teachers.

3.1.3      Salary payments shall be made on the closest banking day on or prior to the 26 day of each month.

3.1.4      Substitute teachers shall be paid not later than the tenth day of the month following the days taught provided the necessary payroll information is submitted no later than the third calendar day of that month.

***3.2          Grid***

*3.2.1      The School Jurisdiction shall pay all teachers the salaries 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 1/12 part of the annual salary at the rate in effect that month.*

*3.2.3      The years of teacher education of a teacher and the years of teaching experience as computed in articles 3.3 and 3.4 hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Jurisdiction. The following are the salary rates for each year of teacher education and each year of teaching experience.*

*3.2.4      (a) Effective September 1st, 2016:*

|  |  |
| --- | --- |
| ***Years ofTeacherExperience*** | ***Years of Teacher Training***  |
|    | ***One*** | ***Two*** | ***Three*** | ***Four*** | ***Five*** | ***Six*** |
| *0* |   |   |   | *59,402* | *62,858* | *66,769* |
| *1* |  |  |   | *62,887* | *66,345* | *70,257* |
| *2* |   |   |   | *66,374* | *69,833* | *73,741* |
| *3* |   |   |   | *69,857* | *73,320* | *77,233* |
| *4* |   |   |   | *73,350* | *76,807* | *80,720* |
| *5* |   |   |   | *76,839* | *80,296* | *84,207* |
| *6* | *52,854* | *55,750* | *62,431* | *80,323* | *83,781* | *87,695* |
| *7* | *55,284* | *57,847* | *64,830* | *83,810* | *87,268* | *91,182* |
| *8* | *57,711* | *59,944* | *67,228* | *87,304* | *90,762* | *94,670* |
| *9* | *60,133* | *62,038* | *69,632* | *90,786* | *94,246* | *98,159* |
| *10* | *60,133* | *62,038* | *69,632* | *94,276* | *97,733* | *101,646* |

(b) Effective September 1, 2017, C1, C2 and C3 of education will be eliminated. All teachers who currently receive an annual salary under C1, C2 and C3 will be appointed to the next step within the fourth year (C4) that is the nearest, but not less than, the teacher’s current annual salary. If that step on the grid is not C4 Max, the teacher is eligible for grid movement on the basis of experience increments.

(c) Effective September 1st, 2017:

|  |  |
| --- | --- |
| ***Years ofTeacherExperience*** | ***Years of Teacher Training***  |
|    | ***One*** | ***Two*** | ***Three*** | ***Four*** | ***Five*** | ***Six*** |
| *0* |  |  |  | *59,402* | *62,858* | *66,769* |
| *1* |  |  |  | *62,887* | *66,345* | *70,257* |
| *2* |  |  |  | *66,374* | *69,833* | *73,741* |
| *3* |  |  |  | *69,857* | *73,320* | *77,233* |
| *4* |  |  |  | *73,350* | *76,807* | *80,720* |
| *5* |  |  |  | *76,839* | *80,296* | *84,207* |
| *6* |   |   |   | *80,323* | *83,781* | *87,695* |
| *7* |   |   |   | *83,810* | *87,268* | *91,182* |
| *8* |   |   |   | *87,304* | *90,762* | *94,670* |
| *9* |   |   |   | *90,786* | *94,246* | *98,159* |
| *10* |  |  |  | *94,276* | *97,733* | *101,646* |

***3.3          Education***

*3.3.1      The evaluation of teacher education for salary purposes shall be determined by the statement of qualifications issued by the Alberta Teacher Qualifications Service.*

*3.3.2      The adjustment dates for changes in salary relating to years of teacher education shall be the commencement of the school year and February 1, of each year.*

*3.3.3      Each teacher claiming additional teacher education and each teacher commencing employment with the School Jurisdiction shall supply satisfactory evidence of teacher education to the School Jurisdiction within 45 calendar days from commencement of the school year or from the date of commencement of employment or adjustment dates.  If satisfactory evidence is not submitted within 45 calendar days, the teacher's salary shall be adjusted effective the beginning of the month following submission of satisfactory evidence.  This clause shall not apply if the teacher submits a copy of the teacher's application for evaluation of teacher education to the School Jurisdiction within 45 calendar days of commencement of employment or adjustment dates.*

*3.3.4      Until the teacher submits satisfactory evidence, the teacher shall be placed on the salary schedule according to the most recent Teacher Qualifications Service statement of qualifications or according to the minimum education requirements for the teacher's teaching certificate.*

***3.4          Experience***

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

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

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

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

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

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

*3.4.5      A year of teaching experience shall be earned by providing service with the School Jurisdiction for the equivalent of 125 school days.*

*3.4.6      Effective until August 31, 2017, such teaching experience must be earned within four consecutive years with the School Jurisdiction. 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 February 1, whichever occurs first.*

*3.4.7      Effective September 1, 2017, clause 3.4.3 takes effect and replaces 3.4.6*

*3.4.8      The adjustment date for changes in the number of years allowed for teaching experience shall be at the commencement of the school year or on February 1 of each year.*

*3.4.9      The teacher shall be responsible to submit satisfactory evidence of teaching experience to the School Jurisdiction. Satisfactory evidence shall be deemed to be documentation from School Jurisdictions which employed the teacher. Until 45 days have elapsed from commencement of employment or until satisfactory evidence is submitted, the teacher shall be paid for experience as claimed by the teacher. If within the 45 days satisfactory evidence is not submitted, the teacher shall be paid for zero years of teaching experience and will only have the teacher's pay level adjusted effective the beginning of the month following the submission of satisfactory evidence of teaching experience.*

*3.4.10    Notwithstanding clause 3.4.9, if proof of written attempts to secure satisfactory evidence of teaching experience is supplied within 45 days, teaching experience shall be paid retroactively according to clause 3.4.8.*

*3.4.11    For the purposes of this article, school days shall mean teaching days as defined in section 97(1) of the School Act.*

**3.5          Special Considerations: Vocational Teachers**

3.5.1      A vocational teacher is any teacher who has acceptable trade certification or its equivalent, a valid Alberta teaching certificate and teaching a minimum of 50 per cent in the area of trade certification.

3.5.2      In the case of vocational teachers, the School Jurisdiction shall have the right to determine the initial grid placement as they deem reasonable and necessary. Initial grid placement shall be no less than:

a)            One year of experience for each year of vocational experience up to a maximum of seven years; and

b)            After the seventh year, one year of experience for every two years of vocational experience.

3.5.3      Vocational experience for clause 3.5.2 shall be that experience gained following the date a candidate attains journeyman status or equivalent and further, such experience must be in the vocational area that the candidate is registered in while pursuing the university vocational education program.

3.5.4      The gross salary of such placement shall not exceed the maximum salary for the year of teacher training for which the teacher qualifies as assessed by the evaluation authority as provided in clause 3.3.1.

3.5.5      Teachers teaching in an area of journeyman certification and holding journeyman's qualifications or the equivalent which have not been recognized under clause 3.3.1 shall be granted one year of teacher education for such qualifications.

3.5.6      Once placed on a salary schedule, vocational teachers shall in the same manner as other teachers move vertically down the grid as their experience increases and horizontally across as their years of teacher training increases.

**3.6          Other Rates of Pay**

3.6.1      Except where a teacher agrees otherwise, a teacher required by the School Jurisdiction to travel by automobile to two or more schools in the performance of his/her duties shall be reimbursed at the kilometrage rate for trustees of the School Jurisdiction.

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

**4.1          Creation of New Designations/Positions**

4.1.1      When the School Jurisdiction creates an administrative position not currently provided for under article 4, the School Jurisdiction will negotiate an allowance with the Teacher Welfare Committee's negotiating subcommittee before advertising and filling such position. If, after 10 days from the time notice is given to the Teacher Welfare Committee, no agreement is reached, the School Jurisdiction may proceed to fill the position with the understanding that the amount of the allowance will be on the bargaining table at the next round of salary negotiations.

***4.2          Administration Allowances***

In addition to the foregoing salary, there shall be paid additional allowances in accordance with the following schedule:

4.2.1      Principal’s Allowance:

4.2.1.1   *Each principal shall receive an allowance per annum, calculated according to the following table.* Student count for purposes of calculated administrative allowances shall be that count as of September 30 in each school year.

a)            Each principal will receive a base allowance of $4,724.24, plus
b)            first 100 students: $103.09
c)            next 100 students: $28.84
d)            next 100 students: $28.40
e)            next 100 students: $25.39
f)             next 100 students: $24.39
g)            next 100 students: $21.24
h)            each remaining student: $20.94

4.2.1.2   Effective February 1, 2018, a principal allowance shall be:

|  |  |
| --- | --- |
|  | **Allowance** |
| Baseline Allowance (1 – 399 students) | $22,000 |
| 400 – 699 students | $27,000 |
| 700 + students | $30,000 |

4.2.1.3   Where the early childhood services program is part of the regular school program under the jurisdiction of the School Jurisdiction, each pupil shall be counted as 0.6 of a pupil for purposes of administrative allowances.

4.2.1.4   Where pupils receive a portion of their instruction in a second school, each student shall be counted as 0.1 of a pupil in the count for administrative allowances in the second school. The sending school will not be reduced by any amount.

4.2.2      Vice Principal

4.2.2.1   The vice principal allowance will be 50% of the principal’s allowance.

4.2.2.2   Where there is more than one vice-principal, a sum equal to 100 per cent of the principal's allowance shall be divided between them as agreed by the principal and vice-principals within that school. Where agreement cannot be reached, the vice-principal allowance will be divided between them in the ratio of their assigned administrative time allotment.

4.2.3      Division Principal’s Allowance:

4.2.3.1   A principal seconded to act as division principal shall receive the current principal's allowance assigned to the school from which that principal was seconded.

4.2.4      Department Heads, Consultant and Coordinator

a)            Department Heads: $3,906.31
b)            Consultant: $5,608.36
c)            Coordinator: $10,946.99

**4.3          Red Circling**

4.3.1      For any administrator who would experience a decrease as a result of 4.2.1.2, the School Jurisdiction will maintain the higher allowance payment until the new allowance catches up with the old allowance. (Intent is to protect administrator allowance from decreasing. If allowance were to increase, the administrator would receive it.)

4.3.2      In the event that the School Jurisdiction initiates the transfer of a principal or vice-principal and such transfer results in an administrative allowance that is less than the allowance the teacher currently receives, the School Jurisdiction will maintain the higher allowance payment for the balance of the school year in which the transfer occurs to a maximum of three (3) school years.

**4.4          Acting/Surrogate Administrators – Compensation**

4.4.1      Where a vice-principal acts in place of a principal for more than five consecutive school days, the vice-principal 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      In the absence of the principal from a school where there is no vice-principal or in the absence of both the principal and vice-principal(s) from a school, a teacher shall be designated by the School Jurisdiction to be acting principal and shall be paid 50 per cent of the principal's allowance should the principal or both the principal and vice-principal(s) be absent for one full school day or more, and such allowance shall be payable back to the first full day of designation.  Such designation shall terminate upon the return to duty of the principal or either the principal or vice-principal(s) or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

***4.5          Teachers with Principal Designations***

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

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

*4.5.3      For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the School Jurisdiction must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

**4.6          Other Administrator Conditions**

4.6.1      Allocation of Administration:

4.6.1.1   In a school where there are nine or more full-time equivalent teachers including the principal, the School Jurisdiction shall designate one teacher to be vice-principal. Notwithstanding this provision, the teaching staff in a school may, through a 2/3 majority vote of the principal and the teachers of the school, propose to the School Jurisdiction an alternative disposition of the amount normally payable as a vice-principal's allowance to be applied to an alternate staffing arrangement at the school. Such decisions shall normally be in effect for not less than two years. Any change must be decided no later than April 30 of the year preceding the change.

4.6.2      Lieu Days:

4.6.2.1   Effective September 1, 2017, school-based administrators will be granted one (1) paid leave day per school year.

**5.            SUBSTITUTE TEACHERS**

***5.1          Rates of Pay***

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

*5.1.2      Effective September 1, 2015, substitute teachers shall be paid at the rate of $209.12 per diem, which includes four per cent vacation pay. Payment for part days shall be prorated but in no case shall payment be for less than one-half day.*

***5.2          Commencement of Grid Rate***

*5.2.1      Number of days to go on grid: Payment shall be made at the daily rate for the first four consecutive school days and the fifth 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.*

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

**5.3          Other Substitute Teacher Conditions**

5.3.1      Cancellation of Assignment: Substitute teachers shall receive, at minimum, 24 hours’ notice of cancellation of assignment. Cancellation occurring less than 24 hours from the commencement of assignment shall result in the substitute teacher receiving the daily rate agreed to in the initial booking.

5.3.2      “Compressed Week Designated Schools Pilot Project”: Upon ratification of the collective agreement, the School Jurisdiction and Association will commence a pilot project to address substitute teachers who take assignments in designated four-day week schools. The Substitute teachers who provide service at a school that has a compressed week (designated four-day week schools) shall be booked as 1.20 FTE for each day worked at those schools, with a minimum booking of .60 FTE. Unless the parties agree otherwise, this pilot project will come to an end on August 31, 2019.

**6.            PART TIME TEACHERS**

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

*6.2          Part-time Teachers Salaries, Allowances, Leaves and Benefit Premium*

*6.2.1      Provisions of this agreement in respect of salary, allowances, leaves and benefit premiums shall be applicable to part-time teachers on a prorated basis, according to the period that actual service in the year bears to a year of full-time service.*

6.3          Other Part-time Teacher Conditions

6.3.1      Movement Between Part-Time and Full-Time Assignment

a)            Any teacher employed on a full-time (1.0 FTE) continuing contract who agrees to employment on a part-time contract shall be given a part-time continuing contract for an agreed upon period and notwithstanding section 103(2) of the School Act, that contract shall be for a specified portion of a full-time equivalent which shall not be varied during that time except by consent.

b)            At the end of the initial or any subsequent time period the teacher shall return to a full-time contract unless, prior to May 1 of the year in question, the teacher and the School Jurisdiction agree to renew the part-time contract arrangement for a new time period. Nothing in this clause precludes any change in the contract by mutual consent.

c)            If the length of the part-time contract noted in (a) above is one year or less, the teacher shall be returned to the position held prior to the part-time teaching assignment.  Should that position no longer exist, the teacher shall be placed in a full-time position with the School Jurisdiction.  Should the teacher continue in the part-time position for more than one year, that teacher shall be placed in a full-time teaching position with the School Jurisdiction upon the teacher's return to full-time service.

**7.            GROUP BENEFITS**

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

7.1.1      When enrolment and other requirements for group participation in various plans have been met, the School Jurisdiction will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.

7.1.2      *The School Jurisdiction shall pay 100 per cent towards the premiums payable for the total of the following plans in which a teacher is enrolled:*

a)            Extended Disability Benefits, Plan D
b)            Extended Health Care, Plan 1
c)            Dental Care, Plan 3
d)            Life Insurance, Schedule 2
e)            Alberta Health Care
f)             Vision Care, Plan 3

7.1.3      Premium contributions paid under clause 7.1.2 will be applied by the School Jurisdiction in the most tax advantageous manner for the teacher.

7.2          **Group Benefits Eligibility**

7.2.1      Subject to the provisions of the master policies, all teachers appointed to the staff of the School Jurisdiction after the signing of this Collective Agreement shall be required to enroll in the *ASEBP* plans and AHC. All teachers enrolled in the plans on the signing date of this agreement shall continue to be enrolled in the plans. A teacher may be exempted from participation in the extended health care plan and the dental care plan and the vision care plan and the AHC plan upon submitting proof of participation in these or similar plans through the teacher's spouse.

7.2.2      Notwithstanding clause 6.2, a part-time teacher under contract for a full-time equivalency of 0.5 or greater, shall be eligible to receive School Jurisdiction contributions to health plan premiums as if the part-time teacher were a full-time teacher.

*7.3* ***Health Spending Account***

*7.3.1      The School Jurisdiction will establish for each eligible teacher a Health Spending Account for the use of the eligible teacher, his/her spouse and dependents, and administered by the Alberta School Employee Benefit Plan (ASEBP), which adheres to Canada Revenue Agency (CRA) and Income Tax Act requirements.  The School Jurisdiction will contribute $550 per teacher, per year, prorated as per Clause 7.2.2 of this agreement, to such account, contributions to be made monthly. The unused balance will be carried forward to the extent permitted by the CRA. Teacher leaving the employ of the School Jurisdiction for any reason will forfeit any remaining balance. In this article, “eligible teacher” means any teacher on a continuing, probationary, interim or temporary contract of at least five months duration.  It is understood that where the School Jurisdiction discontinues payment to benefit premium contributions, contributions to a health spending account will also cease.*

7.4          **Other Group Benefits**

7.4.1      Payments towards benefit plans by the School Jurisdiction shall permit it to retain and not pass on to teachers, any rebates of premiums otherwise required under Canada Employment and Immigration Commission regulations.

7.4.2      Subrogation: When a teacher receives salary benefits from the School Jurisdiction because the teacher has been injured through the fault of another party, the School Jurisdiction has subrogation rights. This means that the teacher may be required to make a claim to recover the amount of the salary and benefits from the other party. Depending on the outcome of the teacher’s claim, provided the teacher’s gross recovery is equal to, or greater than, that which has been paid to the teacher by the School Jurisdiction, the teacher may be obliged to reimburse the School Jurisdiction for any salary and benefits that have been paid to the teacher.

**8.            CONDITIONS OF PRACTICE**

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

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

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

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

*8.2.1      Assigned Time is defined as the amount of time that School Jurisdictions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*

*a)            operational days (including teachers’ convention)
b)            instruction
c)            supervision, including before and after classes, transition time between classes, recesses and lunch breaks
d)            parent teacher interviews and meetings
e)            School Jurisdiction and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3
f)             staff meetings
g)            time assigned before and at the end of the school day
h)            other activities that are specified by the School Jurisdiction to occur at a particular time and place within a reasonable work day.*

*8.2.2      Teachers have professional obligations under the School Act and regulations made pursuant to the School Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Jurisdictions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

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

*a)            the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*

*b)            the actual distance required to travel for the purposes of such professional development does not exceed the teachers’ regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.*

*c)            the time is spent traveling to and from the teacher’s annual convention.*

**9.            PROFESSIONAL DEVELOPMENT**

*9.1* ***Teacher Professional Growth Plan***

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

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

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

9.2          **Professional Improvement Leave**

9.2.1      Professional improvement leave may be granted by the School Jurisdiction, on application by a teacher, for study to improve the teacher's academic or professional education or for travel or experience which is useful in improving the teacher's service.

9.2.2      To be eligible for professional improvement leave under clause 9.2.1, the teacher shall have accumulated five full-time equivalent years with the School Jurisdiction.

9.2.3      A teacher who is granted professional improvement leave shall:

a)            give an undertaking in writing to return to the teacher's duties following the expiration of the teacher's leave;

b)            not resign or retire from teaching service other than by mutual agreement between the School Jurisdiction and the teacher for a period of

i.              two years after resuming duties following a leave of one year or
ii.             up to 24 months determined by multiplying each month of leave by two after resuming duties following a leave of less than one year; and

c)            in the case of leave granted to study, provide a transcript of the program or course taken, upon return from professional improvement leave.

9.2.4      All applications for professional improvement leave shall be submitted to the School Jurisdiction by February 1 preceding the school year in which the professional improvement leave is to commence.

9.2.5      The School Jurisdiction shall solely determine if any professional improvement leave will be granted and thereafter, determine which applications will be granted.

9.2.6      A teacher who is granted professional improvement leave shall receive salary equivalent to 50 per cent of the salary paid to a teacher with four years of teacher education and five years of experience. Payments shall be made in accordance with clause 3.1.1.  This salary calculation is based upon the rate in effect at the time the leave is taken.

9.2.7      The School Jurisdiction may grant professional improvement leave for a period of less than one year.  A teacher granted such leave shall receive an allowance paid at a prorated basis to the amount provided in clause 9.2.6 calculated in the ratio that the period of approved leave bears to the school term.

9.2.8      The teacher granted a professional improvement leave shall enter into an individual written agreement with the School Jurisdiction as to the conditions under which the teacher shall return to the school system.

9.2.9      A teacher taking professional improvement leave up to 30 consecutive calendar days will be reinstated to the same position held prior to the leave being taken.

9.2.10    A teacher taking professional improvement leave in excess of 30 consecutive calendar days shall be entitled to return to a teaching position within the School Jurisdiction.

9.2.11    Should a teacher fail to return to teaching duties or should a teacher resign or retire before completing the teacher's commitment following professional improvement leave, the teacher shall repay the amount specified in clause 9.2.6 plus interest calculated at the rate of 10 per cent.

9.2.12    No experience increment shall be earned during the period of professional improvement 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 one year of service - 90 calendar days.
b)            Less than one year of service - statutory sick leave including the first eight days of the 20 not yet earned.*

*10.1.1    In the event that during the first year of service:*

*a)            A teacher has insufficient sick leave to provide full salary during the qualifying period for Alberta School Employee Benefit Plan (ASEBP) extended disability benefits; and*

*b)            The teacher is accepted by the insurance carrier as an extended disability claimant, the School Jurisdiction will pay the salary of the teacher for the period of insufficient sick leave to a maximum of 90 calendar days once the teacher is accepted by the insurance carrier as an extended disability claimant and receives the first extended disability payment.*

*10.2        Where a teacher is accepted onto EDB, the School Jurisdiction agrees to continue with its share of premium contributions and health spending account contributions as outlined in Article 7.1 and 7.3.*

*10.3        During the second and subsequent years of continuous service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability for 90 calendar days.*

*10.4*        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 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.

*10.5*        (a) 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 consecutive teaching days shall be required to present a medical certificate(s).

(b) Should a teacher fail to supply the medical certificate(s), the School Jurisdiction may deduct 1/200 of the teacher's salary for each day absent.

(c)In the event of an epidemic or pandemic, the School Jurisdiction may waive the requirement to provide medical certification upon written notification to the Coordinator of Teacher Welfare of the Association.

*10.6*        When a teacher has been absent on sick leave in excess of 20 consecutive school days and wishes to return to work the teacher may be required by the School Jurisdiction to provide medical evidence stating that the teacher is fit to perform regular duties.

*10.7        Provisions of this article shall not be applicable when a teacher is on leave, with or without pay or while on strike.*

*10.8        Any sick leave available to a teacher shall be cancelled when a teacher leaves the employ of the School Jurisdiction.*

*10.9        A teacher who has more than one year of continuous service and has been absent due to medical disability shall upon return to regular duty on written recommendation of a physician, be entitled to an additional sick leave benefit of 90 calendar days.*

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

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

*11.1.1    Maternity Leave*

*11.1.1.1                Maternity leave will be for a maximum of 15 weeks and will be without pay and without School Jurisdiction contributions to health plan benefits except as described below.*

11.1.1.2                *When a teacher is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher will be eligible for one of the following options.  Such absences must be supported by medical documentation.*

*a) If the absence occurs prior to 10 weeks before the estimated date of delivery, the teacher will be placed on sick leave, to the extent that sick leave credits for the teacher exists, until such point as the teacher is eligible to apply for extended disability benefits.  Should the teacher not be eligible for EI maternity/parental benefits, the teacher will be eligible to access sick leave credits, to the extent that sick leave credits exist for the teacher, during the health related portion of the maternity leave.*

*b) If the absence occurs within the 10 week period before the estimated date of delivery, the teacher may commence her maternity leave, make application for employment insurance benefits and proceed to the School Jurisdiction's 95 per cent SUB plan, or the teacher may be placed on sick leave.*

11.1.1.3                *No later than the date of delivery, the teacher must commence her maternity leave, make application for employment insurance benefits and proceed to the School Jurisdiction’s 95 per cent SUB plan.*

11.1.1.4                *The 95 per cent SUB plan of the School Jurisdiction will provide, during the two week waiting period and while the teacher is receiving EI benefits, top up of a teacher's normal weekly earnings:*

*a)            for a period equivalent to the number of sick leave credits available to the teacher where such credits are less than 90 calendar days or*

*b)            for a period of 13 weeks or*

*c)            until the teacher is eligible to apply for extended disability benefits*

*whichever is the shortest period.*

11.1.1.5                *When a teacher has been absent from work and unable to perform duties due to her pregnancy for a period of 90 consecutive calendar days, the teacher may apply for extended disability benefits.*

11.1.1.6              *When a teacher is on sick leave or on the School Jurisdiction's SUB plan, the School Jurisdiction will continue to contribute its portion of premiums for health plan benefits.  When the School Jurisdiction’s contributions cease, the teacher will, subject to ASEBP's approval, have the option of remaining on her health plan benefits provided the teacher contributes 100 per cent of the required premiums in accordance with Article 11.2.*

11.1.1.7             *A teacher intending on taking a maternity leave shall submit a medical certificate attesting to the expected date of delivery.  A teacher who wants to commence her maternity leave should provide the School Jurisdiction with as much advance notice as possible, but in no instance, less than four weeks notice.*

11.1.1.8              *In addition to the maternity leave period of 15 weeks, the School Jurisdiction will also provide parental leave, contiguous with the maternity leave, of up to 37 weeks without pay and without School Jurisdiction contributions to health plan benefits.*

11.1.1.9              *A teacher returning from maternity leave or additional leave under clause 11.1.1.8 should give the School Jurisdiction as much advance notice as possible, but in no instance, less than four weeks notice.  On return to work from maternity leave, the teacher will be provided her former position, if practicable or a comparable position.  This does not imply that the teacher has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.*

11.1.1.10            *A teacher wishing to return to work prior to the expiration of the six week period following the delivery of the teacher's child, may be asked to provide medical documentation indicating that the teacher is medically able to return to work and perform duties with the School Jurisdiction.*

11.1.1.11            *Should a teacher in her first year of service qualify for payment under article 10 of this agreement during her health related absence, the School Jurisdiction will provide SUB payments and School Jurisdiction contributions to employee benefits in lieu of sick leave in accordance with article 10, except where the teacher is ineligible for EI benefits, in which case the teacher will be paid sick leave and provided School Jurisdiction contributions to her benefits in accordance with article 10.*

11.1.2    *Parental/Adoption Leave*

11.1.2.1              *Teachers are entitled to 37 weeks adoption/parental leave without pay and without benefits.*

11.1.2.2                *A teacher shall advise the School Jurisdiction in writing of the teacher’s acceptance as an adoptive parent within 4 weeks of such notification of acceptance. Such notification shall include any documentation from said agency confirming the applicant’s acceptance.  In any event, the teacher will provide the School Jurisdiction with as much notice as possible for the date the leave is to commence.*

11.1.2.3                *Commencement of adoption leave shall occur the day the child comes into full care of the teacher. Leave may commence earlier if agreed to by the School Jurisdiction.*

11.1.2.4                *Teachers shall provide four weeks notice prior to accessing parental leave.*

11.1.2.5                *A teacher returning from adoption leave or parental leave under clause 11.1.2.1 should give the School Jurisdiction as much advance notice as possible, but in no instance, less than 4 weeks notice. On return to work from adoption/parental leave, the teacher will be provided the teacher’s former position, if practicable, or a comparable position. This does not imply that the teacher has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.*

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

*11.2.1    Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*

*11.2.2    Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Jurisdiction to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*

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

*11.2.4    A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher’s return to duty.*

*11.2.5    If a teacher fails to return to his/her teaching duties, the teacher shall be responsible to forthwith repay the School Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction upon receipt of an invoice.*

*11.2.6    If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Jurisdiction under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

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

12.1        In consultation with *the principal,* and with two weeks notice where possible, *a teacher shall be granted two fully paid days personal leave per school year,* except where there is a conflict with the operational feasibility of the school. In consultation with *the superintendent,* and with two weeks notice where possible, *a principal shall be granted two fully paid days personal leave per school year,* except where there is a conflict with the operational feasibility of the school.

*a)            For any teacher commencing employment with the School Jurisdiction after January 1 of a school year, for that school year, they shall only be entitled to one personal leave day under these provisions.*

*b)*            Each year, each teacher shall be entitled to accumulate their unused personal leave entitlements to a maximum of five days.

*c)*            No teacher may utilize more than five personal leave days, under Clause 12, in any one school year.

**13.          ASSOCIATION LEAVE AND SECONDMENT**

*13.1        A teacher shall be granted leave of absence with pay provided the School Jurisdiction is reimbursed by the Association for the actual costs of the substitute, including the School Jurisdiction portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

*13.2        Upon written request to the superintendent or designate, the School Jurisdiction may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher’s name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Jurisdiction. The Association will reimburse the School Jurisdiction as per Clause 13.1. Such leaves will not be unreasonably denied.*

*13.3        Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher’s FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Jurisdiction, the teacher, and the Association and is at no cost to the School Jurisdiction.*

*13.4        During such secondment, the School Jurisdiction shall maintain the teacher’s regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher’s behalf. The Association shall reimburse the School Jurisdiction for all payments made by the School Jurisdiction to the teacher or on his/her behalf while on secondment under this clause.*

**14.          OTHER LEAVES**

a.            Any leave where a teacher would have to pay for their own benefits shall have the option to prepay for benefit contributions.

b.            Teachers on professional development 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.

14.1        **Critical Illness/Compassionate Leave**

14.1.1    A Leave necessitated by critical illness or death of a spouse, child, parent, legal guardian, parent-in-law, grandparent, son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, sister-in-law, grandparent of spouse, shall be granted with full salary by the School Jurisdiction as follows:

a)            Not more than five teaching days for critical illness, and
b)            Not more than five teaching days for death.

14.1.2    Leaves necessitated by the death of a family member, other than those listed in 14.1.1, shall be granted with full salary by the School Jurisdiction for not more than two teaching days.

14.1.3    Those days referred to in clauses 14.1.1 and 14.1.2 are normally to be taken at the time of the critical illness or death. Leave may commence at an alternate time, or may be extended should additional time be required, at the discretion of the School Jurisdiction.

14.2        **Family Needs Leave**

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

14.3        **Convocation and University Exams Leave**

14.3.1    Provided the convocation or examination day fall on a school day, a teacher is entitled to leave of absence with pay for one day for each of the following:

a)            the teacher’s own convocation
b)            the convocation of the teacher's son, daughter or spouse
c)            to allow the teacher to write an examination related to his/her academic studies.

14.4        **Service to Other Agencies**

14.4.1    Upon application to the superintendent or assistant superintendent human resources, a leave of absence for Alberta Education business may be granted without loss of salary provided that an amount equal to the salary of a substitute teacher shall be paid to the School Jurisdiction for each day of such leave.  Leave shall not exceed three days per school year unless authorized by the superintendent or assistant superintendent human resources.

14.5        **Leave for Child’s Arrival**

14.5.1    A teacher shall be granted two days leave, with pay and benefits, to be present at the birth of the teacher's child.

14.5.2    A teacher shall be granted two days leave, with pay and benefits, for the adoption of their child. Such leave shall normally occur at the time the child comes into full care of the teacher. Leave may commence at an alternate time, if agreed to by the School Jurisdiction.

14.6        **Jury Duty and Court Appearance Leave**

14.6.1    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 attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, provided that the teacher remits to the School Jurisdiction any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body.  In a court case between the Association and the School Jurisdiction where the court subpoenas a teacher to testify against the School Jurisdiction, the Association will reimburse the School Jurisdiction for the teacher's salary.

14.7        **Impassable Roads/Inclement Weather:**

14.7.1    A teacher who, despite reasonable effort, is unable to travel to the teacher's school from the teacher's usual place of residence because of (a) inclement weather; (b) impassable road conditions; or (c) the failure of transportation facilities other than the teacher's own, is entitled to the teacher's salary for the periods of absence so occasioned.

14.8        **Discretionary leave**

*14.8.1    Additional leaves of absence may be granted by the School Jurisdiction with pay and with benefits, with pay and without benefits, without pay and with benefits or without pay and without benefits at the discretion of the School Jurisdiction.*

**15.          CENTRAL GRIEVANCE PROCEDURE**

*15.1        This procedure applies to differences:*

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

*b)            about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*

*c)            where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*

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

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

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

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

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

*a)            In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*

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

*15.7        The written notice shall contain the following:*

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

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

*15.9        Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the School Jurisdiction affected by the difference may be invited to participate in the discussion about the difference.*

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

*15.11     If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*

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

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

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

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

*a)            An affected School Jurisdiction rectify any failure to comply with the collective agreement.*

*b)            An affected School Jurisdiction pay damages to the Association, affected teacher or teachers, or both.*

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

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

*a)            TEBA and the Association.*

*b)            Any affected School Jurisdiction.*

*c)            Teachers covered by the collective agreement who are affected by the award.*

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

**16.          LOCAL GRIEVANCE PROCEDURE**

16.1        Any difference between any employee covered by the Collective Agreement and the School Jurisdiction or in a proper case between the Association and the School Jurisdiction concerning the interpretation, application, operation or alleged violation of this Collective Agreement and further including any dispute as to whether the difference is arbitrable, shall be dealt with as herein provided without stoppage of work or refusal to perform work.

16.1.1    a) Such a difference (hereinafter called "a grievance") shall first be submitted in writing to the superintendent of the School Jurisdiction and to the Teacher Welfare Committee Chair of the Local and the Coordinator of Teacher Welfare of the Association as the case may be.  Such written submission shall be made within 15 days from the date of the incident giving rise to the grievance or from the date the grievor first has knowledge of the incident, whichever is later.  Such grievance shall set out the nature of the grievance, the articles of the Collective Agreement which it is alleged have been violated and the remedy sought.

b) Both the employee and/or the School Jurisdiction and/or their representatives shall meet to resolve the grievance within 10 days of the receipt of the grievance notice.

c) In the event that the grievance concerns matters of salary, the School Jurisdiction agrees to provide relevant payroll records if requested by the grievor or the grievor's representative.

16.2        In the event that the grievance is not settled within 15 days after the date of submission of the grievance in accordance with the above procedure, 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 a reasonable period of time.

16.3        Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and shall so inform the other party of its appointee.  The two members so appointed shall within five days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint a chairman, either party may request the Director of Mediation Services to make the necessary appointment.

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

16.4        The arbitration board shall not change, amend or alter any of the terms of the Collective Agreement.  All grievances or differences submitted shall present an arbitrable issue under this Collective Agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Collective Agreement or that involves the determination of a subject matter not covered by or arising during the term of this Collective Agreement.

16.5        The finding and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it.  If there is not a majority, the decision of the chairman governs and it shall be deemed to be the award of the arbitration board.

16.5.1    The arbitration board shall give its decision not later than 14 days after the appointment of the chairman provided, however, that this time period may be extended by written consent of the parties.

16.6        Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expenses of the chairman.

16.7        All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays, vacation periods 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 actions specified and within the time limits specified, the grievance shall be deemed to be at an end.

16.9        Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

**17.          EMPLOYMENT**

17.1        Transfers:

17.1.1    When the School Jurisdiction requests a teacher to transfer to another school, except where the transfer is necessitated by a staff reduction, the School Jurisdiction shall reimburse the teacher, to the maximum of $2,000, household moving expenses necessarily incurred by the teacher provided that the transfer requires a change of residence.  This clause is subject to the following:

a)            prior School Jurisdiction approval of moving expenses is obtained.
b)            the minimum moving distance is 20 kilometres or greater,
c)            the move must be within 25 kilometres of the designated school community; and
d)            the move is completed within 12 months of the teacher being notified of the transfer.

17.1.2    Prior to a transfer, the superintendent or designate will meet with the teacher being considered for transfer.

17.1.3    If during the current school year a teacher is transferred, the teacher will be provided a minimum of one day of non-instructional time to prepare for the new assignment.

17.1.4    Where a teacher has not requested a transfer and has been transferred by the School Jurisdiction to a school in a community more than 25 kilometres from the last school assignment during the current school year, the teacher will be paid a kilometre allowance for the return distance between the two schools in question, for a period not to exceed 60 calendar days, from the time of transfer notice. The kilometer allowance shall be based upon the rate used for trustees of the Board.

17.2        Probationary Teachers’ Notice: The superintendent of schools shall endeavor to provide written notification to a teacher not in receipt of a continuing contract by June 1 as to whether or not the teacher will be offered a continuing contract.

***LETTERS OF UNDERSTANDING - CENTRAL***

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

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

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

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

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

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

*1.            For the purposes of this Letter of Understanding only, the following definitions apply:*

*1.1          “comparator agreement” means the provincial collective agreements listed below for the period commencing April 1, 2017:*

* *Government of Alberta and the Alberta Union of Provincial Employees respecting the Locals 1, 2, 3, 4, 5, 6 and 12*
* *Alberta Health Services and United Nurses of Alberta*
* *Alberta Health Services and the Health Sciences Association of Alberta*
* *Alberta Health Services and Alberta Union of Provincial Employees – Auxiliary Nursing*
* *Alberta Health Services and Alberta Union of Provincial Employees – General Support Services*

*1.2          “first year” means with respect to a comparator agreement the period from April 1, 2017 to March 31, 2018.*

*1.3          “second year” means with respect to a comparator agreement the period from April 1, 2018 to March 31, 2019.*

*1.4          “general salary increase” means a salary increase percentage applied to all steps of all grids of a comparator agreement.*

*1.5          For greater certainty, “general salary increase” does not include market supplements or adjustments, grid adjustments, signing bonuses, reclassifications, changes to benefit premium cost sharing, new benefits or any other form of compensation whatsoever other than a common percentage increase applied to all steps of all grids applicable to each bargaining unit. It includes only such general salary increases negotiated, prior to a strike or lockout, and does not include any increases resulting from a voluntary interest arbitration award, a disputes inquiry board recommendation, or a settlement during or following a strike or lockout.*

*1.6          “Lump sum payment” means a one-time payment, consistent with other one-time payments sometimes referred to as signing bonuses. “Lump sum payment” explicitly does not include the continuation or renewal of lump sum payments currently provided in existing comparator agreements between employers and unions listed in Clause 1.1 of this Letter of Understanding.*

*2.            If a general salary increase(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) exceeds 0%, the general salary increase(s) negotiated under that comparator agreement will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay of the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one general salary increase is negotiated for comparator agreements, the increases shall not be compounded across multiple comparator agreements, however, the total highest such general salary increase(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*

*3.            If a new lump sum payment(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) is negotiated, the newly negotiated lump sum payment(s) negotiated under that comparator agreement will be applied to the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one newly negotiated lump sum payment is negotiated for comparator agreements, the lump sum payments shall not be compounded across multiple comparator agreements, however, the total highest of such lump sum payment(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*

*4.            This Letter of Understanding expires on August 31, 2018 and will not be extended beyond that date notwithstanding that the collective agreement is bridged by operation of law. This Letter of Understanding will not apply to a general salary increase or lump sum payment for a comparator agreement negotiated to be effective after August 31, 2018.*

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

*1.            Each School Jurisdiction will establish a committee to support the CIF grant program. CIF committees will be composed of equal number of School Jurisdiction representatives, appointed by the School Jurisdiction or designate, and teacher representatives, appointed by the Association. Teacher representatives must be employed by the School Jurisdiction. CIF committees will have a minimum of six (6) and maximum of ten (10) equal representatives total. CIF committee may meet as viewed necessary, but shall meet at least once in the 2017-18 school year.*

*2.            CIF committees will be responsible for reviewing and prioritizing proposals and agreeing to the distribution of the CIF grant funds available for that School Jurisdiction. The committee will be responsible to prioritize proposals based on classroom needs and approve CIF allocation of resources up to the funds available for that School Jurisdiction.*

*3.            A majority of the CIF committee members must agree in order to advance a proposal for a CIF grant.*

*4.            The School Jurisdiction must forward agreed-upon CIF proposals to Alberta Education. The decisions of the CIF committee is not subject of a grievance under this collective agreement.*

**LETTER OF UNDERSTANDING - LOCAL**

**Letter of Understanding #4**

A teacher, who is 65 years of age or older, and is under contract with the School Jurisdiction is no longer eligible for benefits with the Alberta School Employee Benefit Plan.  As a result, the School Jurisdiction agrees to pay the teacher the total value of the premium contributions associated with the benefit plan as provided in article 7 and the same proration method as provided in clauses 6.2 and 7.2.2