

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**NORTHERN LIGHTS SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2018 to AUGUST 31, 2020**

This collective agreement is made this 26 of March 2021 between Northern Lights 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*Effective June 10, 2020, the whereas statement above is repealed and replaced by the following whereas statement:*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.*

Whereas the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties; and

Whereas the parties desire that these matters be set forth in an agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree as follows:

## **1. APPLICATION/SCOPE**

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

*Effective June 10, 2020, clause 1.1 above is repealed and replaced by the following clause:*

*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: Notwithstanding Clause 1.1, the following shall be excluded from this agreement:

- 1.2.1 Superintendent

- 1.2.2 Associate Superintendent
- 1.2.3 Divisional Directors
- 1.2.4 Divisional Coordinators
- 1.3 *Effective June 10, 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 June 10, 2020)**
  - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' 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 employers 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 any agreement with respect to local terms*
- 1.6 *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 ensure to the benefit of and be binding upon the parties and their successors.*

## **1.10 Structural Provisions**

### **1.10.1 Teacher-Board Liaison Committee**

**1.10.1.1** The parties hereby recognize that basic to the proper management and administration of a school system is the School Division's right and responsibility to formulate and adopt policies and regulations.

**1.10.1.2** The School Division and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees, teachers and administrators.

**1.10.1.3** The parties hereby agree that there shall be constituted a Teacher-Board Liaison Committee for the purpose of considering matters of concern related to school affairs including proposed educational policy changes and changes in conditions of professional service, and communicating thereon the views of the respective parties.

**1.10.1.4** The Teacher-Board Liaison Committee shall consist of authorized representatives of teachers, elected Board members and their appointees.

**1.10.1.5** This committee shall meet initially within the first three (3) months of the school year. Further meetings shall be upon the request of either party.

**1.11** *Effective June 10, 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 June 9, 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 June 10, 2020)**

**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 Save and except substitute teachers, each teacher shall be paid monthly one-twelfth (1/12) of their annual salary in accordance with the provisions of the *Education Act* and School Division policy and regulation in respect to Payroll Procedures.
- 3.1.2 Notwithstanding clause 3.1.1, a teacher shall upon written request prior to May 31, receive their July salary along with the regular June payment, and, provided the required forms and records are submitted to the School Division, the teacher shall receive their August payment on or before July 15.
- 3.1.3 Notwithstanding clause 3.1.1, a teacher in their first year of employment with the School Division, upon request, shall be paid after two (2) weeks of employment one-half (1/2) of their regular monthly salary for the month of September. The balance of which is to be paid at the specified time as per clause 3.1.1.
  - 3.1.3.1 Consideration will be made to a written request from a newly employed teacher in their first (1<sup>st</sup>) month of employment to be paid after two (2) weeks one-half (1/2) of their salary for their first (1<sup>st</sup>) month of employment.
- 3.1.4 Adjustments to salary for personal leave and payments for Principal designate allowance shall be made and itemized on the last pay cheque for the school year.
- 3.1.5 Adjustments to salary for leave without pay will be made according to the reporting requirements of the Alberta Teachers' Retirement Fund.
- 3.1.6 Payment of administrative allowance other than "Principal Designate" shall commence on the effective date of appointment. The allowance for service as a Principal Designate shall be made in accordance with Alberta Teachers' Retirement Fund requirements.

#### **3.2 Grid**

- 3.2.1 *The School Division shall pay its respective 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 *The basic salary rate for any teacher currently employed with the School Division with less than four (4) years of teacher education*



*shall be permanently placed in category four (4) teacher education and level two (2) teacher experience. The teacher shall remain at this placement until the teacher provides the School Division with an updated TQS (Teacher Qualifications Service) form verified by the Alberta Teachers' Association.*

**3.2.3** *The number of years of teacher education and the years of teacher experience, as computed according to this agreement, shall together determine the basic salary rates for each teacher employed by the School Division.*

**3.2.3.1** *Effective September 1, 2018*

<b>Experience</b>	<b>Years of Teacher Education</b>		
	<b>4</b>	<b>5</b>	<b>6</b>
<b>0</b>	<b>59,594</b>	<b>63,002</b>	<b>66,653</b>
<b>1</b>	<b>63,447</b>	<b>66,853</b>	<b>70,490</b>
<b>2</b>	<b>67,300</b>	<b>70,703</b>	<b>74,338</b>
<b>3</b>	<b>71,150</b>	<b>74,563</b>	<b>78,188</b>
<b>4</b>	<b>75,008</b>	<b>78,413</b>	<b>82,047</b>
<b>5</b>	<b>78,860</b>	<b>82,271</b>	<b>85,898</b>
<b>6</b>	<b>82,716</b>	<b>86,123</b>	<b>89,750</b>
<b>7</b>	<b>86,568</b>	<b>89,975</b>	<b>93,609</b>
<b>8</b>	<b>90,418</b>	<b>93,829</b>	<b>97,458</b>
<b>9</b>	<b>94,396</b>	<b>97,680</b>	<b>101,307</b>

**3.3 Education (Effective until June 9, 2020)**

**3.3.1** *The evaluation of teacher education for salary purposes shall be determined by a statement of qualification issued by the Alberta Teacher's Association 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, Alberta School Trustees' Association and the Association dated March 23, 1967.*

**3.3.2** *Placement on the salary schedule shall be according to the number of years of teacher education at the first day of each school year, on commencement of employment or on February 1.*

- 3.3.2.1 *Until the teacher submits the statement of teacher education for salary purposes the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirement of their teaching certificate.*
- 3.3.3 *Proof of teacher education in the form of a TQS evaluation or proof of having applied for same must be submitted to the School Division within forty-five (45) calendar days of commencement of employment, the first day of school of each school year or February 1.*
- 3.3. *Failure to submit proof of application within the forty-five (45) calendar days shall result in salary adjustment commencing the month following the submission of the statement of qualifications. The School Division in its discretion shall be entitled to treat any adjustment as being retroactive for the purposes of recovery should a TQS evaluation establish a level of qualifications inferior to that being paid for by the School Division.*

### **3.3 Education (Effective June 10, 2020)**

- 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 (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 (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 (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 (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 3.4.4 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** *For purposes of placement on the salary grid a teacher shall be deemed to have earned an additional year of teaching experience upon having rendered active service for not less than the equivalent of one hundred and fifteen (115) days (as defined in Section 97 (1) of the School Act).*

*Effective until August 31, 2017, such teaching experience must be earned within three (3) consecutive years with the School Division. When a year of teaching experience has been earned, the teacher shall not begin to accumulate credit towards another year of teaching experience until the commencement of the next school year or the first day of February in the next school year, whichever shall first occur.*

*Effective until August 31, 2017, in the event that a teacher has rendered more than one hundred and fifteen (115) days of active service and has been credited with his/her last increment, the teacher shall not be entitled to apply any days of active service in excess of one hundred and fifteen (115) days to the earning of an additional increment. Substitute teaching shall be counted as teaching experience for purposes of this clause.*

- 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 School Division's jurisdiction. For initial grid placement purposes only the School Division shall recognize partial years of experience with previous boards. For subsequent increment purposes, the School Division shall not recognize partial years of experience earned prior to employment with the School Division.*
- 3.4.7** *The adjustment date for changes in the number of years allowed for teaching experience in school shall be the first teaching day of each school year or February 1, whichever shall first occur.*
- 3.4.8** *The teacher shall be responsible to submit satisfactory evidence of years of teaching experience to the School Division. Satisfactory evidence shall be deemed to include an affidavit by the teacher and/or documentation from former board(s) which employed the teacher. If satisfactory evidence or proof of having applied for same is not submitted within forty-five (45) calendar days of commencement of employment, the School Division upon its discretion may pay on the basis of the number of years for which proof is provided.*
- 3.4.9** *Retroactive payment for years of teaching experience shall only apply to teachers who have provided documentation from former board(s) or have provided a copy of application for same to the School Division within the forty-five (45) calendar days of commencement of employment.*
- 3.4.10** *If such evidence is not submitted within the aforementioned forty-five (45) calendar days, the teaching salary shall be adjusted*

*effective the beginning of the month following submission of such evidence.*

**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 division, 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 employer shall provide to the School Division written confirmation from the previous employer 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 division;*
  - 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 employer.*
- 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 employers covered by PECBA. At the time of movement from another employer, the receiving School Division shall assume the recognition of experience provided by the previous employer.*
- 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 CTS Teachers**

- 3.5.1 *CTS Teachers: Career and technology studies teachers who hold a valid Teaching Certificate and hold a journeyman's certificate or equivalent will be placed at four (4) years education, '0' years experience or higher, if their TQS evaluation allows.*
- 3.5.2 *The School Division, at its discretion, may recognize for teacher education purposes, a CTS Teacher's technical trade qualifications*

*limited to one further year beyond the teacher's current Teacher Qualifications Service (TQS) evaluation.*

- 3.5.3 *Experience increments will be granted for the journeyman trade experience and will be paid on the basis of one (1) year for each three (3) years of journeyman trade experience directly related to the teaching assignment. In the event of a major fraction of years of experience, the calculations will be taken to the next higher year. One (1) year of full-time industrial trade experience shall be time equivalent to 2000 hours worked per year as a journeyman. Verifiable documents provided are either from a third party employer, filed tax returns or other support documents which confirm work in the area for which the teacher holds a valid journeyman certificate and will be teaching.*
- 3.5.4 *Following initial placement, the CTS teacher shall be entitled to the regular experience increments provided by this agreement, up to the maximum provided in the applicable category.*
- 3.5.5 *Such recognition for teacher education and experience purposes requires that the teacher be instructing in a relevant trades-based course, and will not be provided when the teacher requests to cease such instruction, effective the pay period following the change in teaching assignment. In the event that the teacher is assigned to a non-CTS position, the aforementioned recognition for salary purposes will be grandfathered for the period of one year.*

### **3.6 Summer School**

- 3.6.1 Teachers providing instructional services for courses approved by the School Division the months of July and August shall be paid one two-hundredth (1/200<sup>th</sup>) of their grid placement for every full day that instruction is provided. One-half (1/2) day of instructional service will be paid one four-hundredth (1/400<sup>th</sup>) of their grid placement.

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

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

- 4.1.1 The School Division may create and fill administrative, supervisory or other positions, where a teaching certificate is a requirement of the position, other than those specifically enumerated in this clause, provided that the allowance for such position is established by an addendum to this agreement prior to the position being filled.

- 4.2 **Administration Allowances:** *In addition to basic salary, a person appointed to administrative positions shall receive an allowance according*

to the following schedule. Increases to the allowances will be calculated as shown below:

4.2.1 **Principal Allowances:** A Principal allowance shall be paid in consideration of the number of students under the Division of a school on September 30. A student enrolled in an ECS program will be counted as 0.8 full time equivalent (FTE) for allowance purposes. The per annum allowance applicable for the term of this agreement is as follows:

<b>Number of Students</b>	<b>Basic</b>	<b>Per Student</b>
1 <sup>st</sup> – 100 Students	\$16,048	N/A
Over 100 Students (101+)	\$16,048	\$19.75

*\*Per student rate is calculated from the first student*

4.2.1.1 *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.*

4.2.2 **Assistant Principal:** Each Assistant Principal shall be paid an allowance that is one-half (1/2) of the allowance paid in accordance with Clause 4.2.1.

4.2.2.1 *Effective September 1, 2019, the minimum allowance for Assistant Principal will be adjusted in accordance with current proportionality to the Principal allowance.*

4.2.3 **Allowances for Learning Consultant designated positions - \$6,500.00 annually (divisionally based positions - such as Technology, Literacy, Numeracy, Inclusive Education).**

### 4.3 Red Circling

4.3.1 **Transfer Adjustments:** In the event that the School Division initiates the transfer of a principal or assistant principal and such transfer results in an administrative allowance that is less than the allowance the principal or assistant principal currently receives by more than twenty (20) students, the School Division will maintain the higher allowance payment for three (3) school years. For transfers that become effective following the commencement of a school year, the higher administrative allowance will be paid for the remainder of that school year and the following three (3) school years. This shall not apply if the principal or assistant principal requests the transfer.



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

4.4.1 When in the absence of the Principal, an Assistant Principal or Principal Designate acts in their place for a period of more five (5) consecutive operational days they shall be designated as temporary acting Principal and shall be paid a Principal's allowance effective the sixth (6th) day.

4.4.2 Principal Designate: The allowance for service in this capacity shall be as follows:

4.4.2.1 For each half day: \$30.08

4.4.2.2 For each full day: \$60.15

#### **4.5 Teachers with Principal Designations (Effective until June 9, 2020)**

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 Division 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 Division 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.*

4.5.2 *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 Division must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

#### **4.5 Teachers with Principal Designations (Effective June 10, 2020)**

4.5.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding*

*periods of unpaid leaves of absence. Up to two (2) of these five (5) 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 Division 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 (5) years.*

## **4.6 Other Administrator Conditions**

### **4.6.1 Principal Lieu Days**

**4.6.1.1** Since Principals and Assistant Principals are expected to be at work for five (5) of their summer holidays prior to the commencement of the school year, they are entitled to five (5) equivalent days leave without loss of pay during the school year. Unused days do not qualify for any payout or carryover into the next school year.

**4.6.1.2** Principals and Assistant Principals require Superintendent approval for two (2) or more “five for five” days to be taken consecutively.

**4.6.1.3** “Five for five” days may not be used to extend the summer, Christmas or Spring breaks, or any other week long or longer break in the school calendar, with the following exception:

**4.6.1.3.1** Up to two (2) days may be used to extend Christmas or Spring breaks, or any other week long or longer break in the school calendar, provided a two for one approach is used [taking two (2) days to extend a break requires four (4) days].

**4.6.1.3.2** Extension of a break may only be taken once every five (5) years.

## **5. SUBSTITUTE TEACHERS**

### **5.1 Rates of Pay**

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

*Effective until April 30 2019*

- 5.1.2 *Payment for a full day of substitute teaching shall be \$205.20; for one-half (1/2) day or less of substitute teaching payment shall be \$101.60, inclusive of four (4) per cent vacation pay.*

*Effective May 1, 2019*

- 5.1.3 *Substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212. One-half (1/2) day or less of substitute teaching payment shall be \$106, inclusive of vacation pay.*
- 5.1.4 *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 *A teacher substituting for five (5) or more consecutive days for the same teacher shall be paid according to grid position retroactive to the first day.*
- 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 Substitute Assignment:**

- 5.3.1.1 **If notice of cancellation of a substitute assignment is not provided by 6 pm on the day prior to the assignment, the district shall provide the substitute teacher pay for a half day.**
- 5.3.1.2 **The above shall not apply in the event of inclement weather, cancellation of classes, school closure for any reason, or if another assignment is offered for the same date as the cancelled assignment.**

## **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: 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** ***Interim/Temporary/Part-Time Teachers:** Teachers on employment contracts which do not require full day service for a full school year shall be considered as part-time teachers and as such eligible for all provisions and benefits of this agreement.*
- 6.2.1 *Salary shall be determined as per the Education Act Section 220.*
- 6.2.2 *Sick leave (Article 10) shall be prorated on the basis of full time equivalency.*
- 6.2.3 *Compassionate leave (Clause 14.1) shall be prorated on the basis of full time equivalency.*
- 6.2.4 *Personal leave (Article 12) shall be prorated on the basis of full time equivalency.*
- 6.2.5 *Part-time teachers shall be compensated on the basis of full time equivalency when required by School Division directive to participate in activities beyond the scope of their normal responsibilities.*
- 6.3** ***Continuous Part-Time Teachers:** Teachers on a contract of continuous employment which do not require full day service for a full school year shall be considered as full time teachers and as such eligible for all provisions and benefits of this agreement.*
- 6.3.1 *Salary shall be determined as per the Education Act Section 220.*
- 6.3.2 *Sick leave (Article 10) shall be prorated on the basis of full time equivalency.*
- 6.3.3 *Compassionate leave (Clause 14.1) shall be prorated on the basis of full time equivalency.*
- 6.3.4 *Personal leave (Article 12) shall be prorated on the basis of full time equivalency.*

6.3.5 *Part-time teachers shall be compensated on the basis of full time equivalency when required by School Division directive to participate in activities beyond the scope of their normal responsibilities.*

#### **6.4 Part Time Benefits and Proration**

6.4.1 *School Division contributions for Group Insurance Plan premiums shall be prorated on the basis of full time equivalency with the exception that the School Division will contribute premiums for part-time teachers between 0.5 and 0.75 FTE on the same basis as a 0.75 FTE teacher and that the School Division will contribute premiums for part-time teachers between 0.76 and 0.99 FTE on the same basis as a full-time teacher.*

#### **6.5 Other Part Time Conditions**

6.5.1 The School Division may provide a part-time assignment to a teacher with a full time continuous contract upon the teacher's request.

6.5.2 The part-time assignment shall continue from year to year until:

6.5.2.1 The School Division provides notice to the teacher that they shall have a change in level of duties.

6.5.2.2 The School Division and the teacher mutually agree to a change in the level of duties.

### **7. GROUP BENEFITS**

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

7.1.1 *The School Division shall pay on behalf of each participating teacher; premiums connected with approved group insurance programs as follows:*

7.1.1.1 *One hundred per cent (100%) of the teachers' premiums for the Alberta School Employee Benefit Plan (ASEBP) – Extended Disability Benefits – Plan D.*

7.1.1.2 *One hundred percent (100%) of the teachers' premiums for the ASEBP - Life Insurance and Accidental Death and Dismemberment – Plan 2.*

7.1.1.3 *One hundred percent (100%) of the teachers' premium for the ASEBP - Extended Health Care - Plan 1.*

- 7.1.1.4 *One hundred percent (100%) of the teachers' premium for the ASEBP - Dental Care - Plan 3.*
- 7.1.1.5 *One hundred percent (100%) of the teachers' premiums for Alberta Health Care.*
- 7.1.1.6 *One hundred percent (100%) of the teachers' premiums for the ASEBP - Vision Care – Plan 3.*

7.1.2 *Upon becoming eligible for extended disability benefits, teachers shall be provided with 100 percent payment of premiums for Vision Care – Plan 3 and Dental Care – Plan 3.*

## **7.2 Group Benefits Eligibility**

7.2.1 *Membership in group insurance plans operated jointly by the School Division and the Association are a condition of employment for all eligible teachers, except where membership would duplicate that already provided by a spouse. Any teacher who does not apply within thirty (30) calendar days of commencement of employment will be considered a late applicant and may have to forego benefits.*

## **7.3 Health Spending Account**

7.3.1 *The School Division will establish for each eligible teacher a Health Spending Account for the use of the eligible teacher, their spouse and dependents, and administered by the ASEBP, which adheres to Canada Revenue Agency (CRA) and Income Tax Act requirements. In addition, the Wellness Account (Choice Option 3) shall also be made available to each eligible teacher their spouse and dependents, and administered by the ASEBP, which adheres to CRA and Income Tax Act requirements.*

7.3.2 *The School Division will contribute an annual amount as per the schedule below per eligible teacher per year to such account(s), contributions to be made monthly. School Division contributions are an earned benefit and shall be made on a monthly basis over a period of ten (10) months.*

*Effective until August 31, 2019: Schedule: \$525 (\$52.50 / month)*

*Effective September 1, 2019: Schedule: \$725 (\$72.50 / month)*

7.3.2.1 *The proportion of monies to be directed to each account shall be determined on an annual basis by eligible teachers, or in the case of newly hired teachers, at the commencement of employment with the School Division.*

- 7.3.3 *The unused balance(s) will be carried forward to the extent permitted by CRA.*
- 7.3.4 *Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.*
- 7.3.5 *In this article "eligible teacher" means any teacher on a continuing, probationary, interim or temporary contract. Substitute teachers are not eligible for a Health Spending Account or Wellness Spending Account.*

#### **7.4 Other Group Benefits**

- 7.4.1 **Payments made towards benefit plans by the School Division shall permit the School Division 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: If a teacher receives sick leave benefits because the teacher has been injured through the fault of another party, the School Division has subrogation rights. This means the teacher, if they sue, shall be required to include a claim to recover these benefits from the other party and then reimburse the School Division the benefits received less the cost of litigation on a proportionate basis. The School Division shall notify the teacher of this requirement in a reasonable period of time of the said benefits commencing.**

### **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** *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.*



- 8.3.1.1 *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.*
- 8.3.1.2 *When reasonable, this break shall occur in the middle of the assignment.*
- 8.3.1.3 *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.*

## **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 Improvement Assistance (Effective until August 31, 2020)**

- 9.2.1 Professional Improvement shall mean study or other activities designed to improve the teacher's academic or professional qualifications in the current or coming school year.
  - 9.2.1.2 The School Division shall annually establish a fund equivalent to forty seven thousand, six hundred and eighty two dollars (\$47,682) that is to be allocated in terms of assistance grants to qualifying teachers for Professional Improvement Assistance. This fund shall be increased annually by the same percentage increases on the same dates as the salary grid.
  - 9.2.1.2 The applications including proposed costs for Professional Improvement Assistance shall be submitted to the Superintendent a minimum of ninety (90) days

prior to the proposed commencement of the professional improvement activity.

9.2.1.3 All applicants for Professional Improvement Assistance shall be advised of any assistance granted within sixty (60) days of receipt of application.

9.2.1.4 Any unused portion of the fund established shall revert to the instructional revenue block of the School Division and shall not accumulate to ensuing years.

9.2.1.5 A teacher who is granted Professional Improvement Assistance shall give an undertaking in writing to not resign or retire from teaching service with the School Division other than by mutual agreement between the School Division and the teacher for a period of one (1) year. Should a teacher fail to comply with this clause he/she shall repay the allowance on a pro rata basis.

9.2.1.6 Procedures governing applications and approval of Professional Improvement Assistance shall be in accordance with School Division policy and regulations.

**9.2 ATA Local 15 Professional Development Fund - Effective September 1, 2020 delete clause 9.2 Professional Improvement Assistance and replace with ATA Local 15 Professional Development Fund**

9.2.1 The Division will allocate \$85,000.00 per school year to a professional development fund administered by the Northern Lights ATA Local 15.

9.2.2 The fund shall be available to all active ATA members on contract with Northern Lights School Division.

9.2.3 The Division shall contribute the funds annually to the Local 15 by September 30th of each year.

9.2.4 The funds will be administered by the Local ATA Committee who will establish guidelines for accessing this fund and be accountable to its membership for the distribution for the funds associated with any costs including related substitute costs.

9.2.5 The Association shall provide the Division with a detailed annual report prior to September 30th of the following year. The format and content of the report will be mutually agreeable to the Association and the Employer and shall include specifics of how the funds are being used.

- 9.2.6 Any release from assigned duties to participate in Professional Development must first be approved by the principal. Any tax implications or liabilities are the responsibility of the teacher; Northern Lights School Division shall not be held liable.

### **9.3 Professional Improvement Leave**

- 9.3.1 Professional Improvement Leave shall mean a leave of absence without pay granted by the School Division at its discretion and upon application by a teacher for study or other activities designed to improve the teacher's academic or professional qualifications.
- 9.3.1.1 All applications for Professional Improvement Leave shall be submitted to the Superintendent by April 30 or a minimum of ninety (90) days prior to the proposed commencement of the leave.
- 9.3.1.2 All applicants for Professional Improvement Leave shall be advised of the Superintendent's decision within thirty (30) days of receipt of the application.
- 9.3.1.3 Procedures governing applications and approval of Professional Improvement Leave shall be in accordance with School Division policy and regulations.
- 9.3.1.4 The terms and conditions of any Professional Improvement Leave shall be agreed to in writing prior to final approval.
- 9.3.1.5 Except as herein provided, the School Division shall not be responsible for any benefits or the payments of any premiums associated therewith, on behalf of a teacher on Professional Improvement Leave. The teacher may however maintain existing benefits entirely at their personal expense.

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

- 10.1 *Leave with pay will be granted to teachers for the need to obtain medical or dental treatment. The School Division may require a medical certificate.*
- 10.2 *Leave with pay necessitated by the illness of a teacher will be granted to the teacher in accordance with the Education Act and the following:*
- 10.2.1 *In the first year of service with the School Division, leave will be granted at the rate of two (2) days per month to a maximum of twenty days (20) per year of which at least twelve (12) days will be retained for the teacher's personal illness or injury.*

**10.2.2** *After the first year and subject to continuing uninterrupted service, each teacher shall be eligible for sick leave benefits to a maximum of ninety (90) calendar days per year.*

**10.2.3** *After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid and the ASEBP shall take effect.*

**10.2.4** *Where a teacher has suffered an illness and/or has been paid under the provisions of the ASEBP, upon their ability to return to duty as certified by a School Division approved practitioner at the School Division 's expense, they shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*

*During the first year of service with the School Division the remainder of days earned under clause 10.2.1.*

*After the first year of service with the School Division - ninety (90) calendar days.*

**10.2.5** The accumulated sick leave benefits of a teacher shall not be affected as a result of any leave of absence granted by the School Division for reasons other than those provided for by this clause, for a period not exceeding one (1) year.

**10.2.6** Before any payment is made under the foregoing regulations, the teacher may be required to provide:

**10.2.6.1** A declaration, on a form provided by the School Division, where the absence is for a period of three (3) operational days or less.

**10.2.6.2** A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three (3) operational days. The School Division may require medical certification for periods of three (3) days or less. In these instances the School Division will notify the teacher and the Coordinator of Teacher Welfare in writing if it requires a teacher to provide further medical certificates.

**10.2.6.3** Prior to an employee returning to work after a period of thirty (30) or more continuous calendar days of medical absence, the teacher shall provide the School Division with a medical certificate signed by a School Division approved medical practitioner indicating their ability to

return to normal working duties, cost to be borne by the School Division.

- 10.2.7 When a teacher leaves the employ of the School Division all sick leave shall be cancelled.
- 10.2.8 A teacher attending a medical or dental appointment outside the immediate area may be required to provide proof of attendance, cost of such proof to be borne by the School Division.
- 10.2.9 It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the ASEBP will not be entitled to receive cumulative sick pay benefits.

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

### **11.1 *Maternity Leave (Effective until April 30, 2019)***

- 11.1.1 *The teacher shall endeavour to notify the School Division of leave requirements three (3) months in advance; however, the teacher shall give the School Division at least two (2) weeks' notice of the day on which maternity or parental leave is to commence. Such notice shall be in writing.*
- 11.1.2 *Prior to the leave commencing, each teacher shall endeavor to provide the School Division with the date the teacher plans on returning to work, however, the teacher shall give the School Division at least two (2) weeks' notice of the intended return to work day. Such notice shall be in writing.*
- 11.1.3 *The School Division shall make every effort to return the teacher to the same position held at the commencement of the leave, but if that should prove to be impractical or not possible, to a similar position within the same school.*
- 11.1.4 *Maternity leave shall be for a period of up to fifteen [15] weeks.*
- 11.1.5 *The first six (6) weeks after childbirth will be accepted as the health related portion of the teacher's maternity leave without having to provide medical evidence. If the health related portion extends beyond the six (6) weeks, then supporting medical documentation shall be submitted.*
- 11.1.6 *The teacher agrees to apply for employment insurance (EI) benefits immediately following the date of delivery.*
- 11.1.7 *The School Division agrees to supplement the EI benefits received by the teacher to an amount equal to the teacher's normal weekly*

*earnings during the health-related portion of the leave, with such leave falling within the EI entitlement period. The teacher may be required to submit medical certificate(s) in order to have her EI benefits supplemented.*

- 11.1.8 The supplementary benefit shall replace sick leave benefits and the teacher shall have no access to sick leave benefits while on the supplementary benefit plan.*
- 11.1.9 When a teacher has not accumulated sufficient insurable hours and is unable or unsuccessful in qualifying for EI benefits, and has provided the School Division with appropriate documentation, the teacher may access available sick leave benefits during the health related portion of maternity leave.*
- 10.1.10 The teacher will provide a copy of the first EI cheque stub to the School Division as verification of receipt of EI benefits.*
- 11.1.11 The School Division shall pay its portion of the teacher's health plan premiums during the health related portion of maternity leave.*
- 11.1.12 That period of the maternity leave not covered by the health related portion shall be without pay and without School Division contribution to health plan premiums.*
- 11.1.13 The teacher shall not be entitled to any supplementation of EI benefits for any period during which the teacher would not have taught if she were not on maternity leave.*
- 11.1.14 The School Division shall advise each teacher to apply for Extended Disability benefits (EDB) at least thirty (30) days in advance of her expected eligibility for such benefit. After ninety (90) consecutive calendar days of disability the teacher shall apply for EDB and no further salary, health plan premiums, or supplementation of EI benefits shall be payable by the School Division.*

### **Parental Leave**

- 11.1.15 Each teacher shall be eligible for a further parental leave without pay and School Division contributions to health plan premiums for up to thirty-seven (37) weeks provided such is continuous and complete within twelve (12) months of the date of the birth of the child or the date the child was first placed with the adoptive parent. During this thirty-seven (37) week period, each teacher shall be eligible to maintain coverage on health plans provided the teacher pays one hundred percent (100%) of the premiums.*

*11.1.16 Parental leave may be prorated between the birth mother and the father or adoptive parents provided that the sum of the parental leave shall not exceed thirty-seven (37) weeks and the parental leave is without pay and School Division contributions to health plan premiums.*

*11.1.17 Additional leave may be granted with the mutual agreement of the School Division and the teacher. Prior to leave being granted, the School Division and the teacher shall agree to terms and conditions in writing of resumption of duties on the part of the teacher.*

**11.1 Maternity Leave (Effective May 1, 2019)**

*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 (Effective May 1, 2019)**

*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**

- 11.3.1 *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.*
- 11.3.2 *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3 *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.*
- 11.3.4 *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.*
- 11.3.5 *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 (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

**11.4 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave Effective until April 30, 2019**

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

*11.4.2 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 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.*

*11.4.3 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.*

*11.4.4 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 twelve months following the teacher's return to duty.*

*11.4.5 If a teacher fails to return to his/her 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 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

**11.4 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave Effective May 1, 2019**

*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 Personal leave with pay and benefits will be earned at the rate of three (3) days per school year which is non accumulative, and subject to operational feasibility of the school, shall be granted to a teacher for reasons not otherwise provided under this agreement and subject to the following:*
  - 12.1.1 The teacher shall be granted two (2) days without deduction and one (1) day with deduction equivalent to the cost of a substitute which will be applied to the teacher's salary.*
  - 12.1.2 Personal leave is an earned benefit over the course of the school year and any adjustments would be applied at year-end or at the time of discontinuance of service, whichever occurs first. Extension of a break (Summer, Christmas, Spring, or any other week-long or longer break in the school calendar) may only be taken with prior written approval by the Superintendent or designate who shall take into consideration the operational needs of the school. Extension of a break will only be considered once per school year per teacher.*

12.1.2.1 *Personal leaves of absence for more than two (2) consecutive days require the prior approval of the Superintendent of Schools or their designate.*

### **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 Compassionate Leave**

14.1.1 **Temporary leave of absence, with pay and benefits, necessitated at the time of critical illness requiring hospitalization or emergency medical treatment shall be granted as follows:**

14.1.1.1 **Involving members of the immediate family - husband, wife, son, daughter, parent, brother, sister, parent-in-law,**

including adult interdependent relationship; a period not exceeding five (5) working days.

14.1.1.2 Involving members of the extended family of the teacher or spouse: grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece or a member of the teacher's household; a period not exceeding three (3) working days.

14.1.1.3 The School Division may in the case of critical illness require a medical certificate.

14.1.2 Temporary leave of absence, with pay and benefits, necessitated at the time of death shall be granted as follows:

14.1.2.1 Involving members of the immediate family - husband, wife, son, daughter, parent, brother, sister, parent-in-laws, including adult interdependent relationship; a period not exceeding five (5) working days.

14.1.2.2 Involving members of the extended family of the teacher or spouse - grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece or a member of the teacher's household; a period not exceeding three (3) working days.

14.1.2.3 Additional compassionate leave where required may be granted upon application to the Superintendent or designate. An additional leave may be granted only when the funeral arrangements necessitate out of province or out of country travel.

14.1.2.4 Up to one (1) day for a funeral for anyone not listed in 14.1.1.1 and 14.1.1.2, with prior approval by the Superintendent or designate.

## **14.2 Jury Duty, Court Summons or Subpoena Leave**

14.2.1 Leave of absence without loss of salary and benefits shall be granted for jury duty or any summons related thereto; or to answer a subpoena or summons to attend any court proceeding as a witness in a cause other than the teacher's own. The teacher shall reimburse the Division an equivalent amount of any witness fee or jury stipend set by the court.

## **14.3 Compassionate Care Leave**

- 14.3.1 Eligible employees will be granted leave without pay to care for gravely-ill family members as per the Employment Standards Code.
- 14.4 Additional Leave:** Additional leaves of absence may be granted with or without pay at the discretion of the Superintendent or designate.
- 14.5 Leave for Child's Arrival:** Teachers will be granted two (2) days for the arrival of the teacher's child/placement of an adopted child.
- 14.6 Convocation/Graduation**
  - 14.6.1 A teacher is entitled to a leave of absence with pay and applicable benefits for one (1) day to attend the teacher's own convocation related to the teacher's academic studies provided the convocation falls during the school year.
  - 14.6.2 A teacher is entitled to a leave of absence with pay and applicable benefits to a maximum one (1) day per year to attend the post secondary graduation/convocation of their spouse, child or parent.
- 14.7 Family Needs**
  - 14.7.1 A teacher is entitled to five (5) days with pay in each school year to provide care for a family member, make arrangements for medical care of a family member, or attend to other legal or business issues necessary for long-term or emergent support of a family member. Family member is defined in Clause 14.1.1.1.
  - 14.7.2 On the first day, this leave requires notification to the Principal. In the event of the 2<sup>nd</sup> or more consecutive days, the leave requires approval by the Superintendent or designate.
- 14.8 Deferred Salary Leave Plan**
  - 14.8.1 Teacher requesting a deferred salary must hold a continuous contract.
  - 14.8.2 The School Division shall make available a Deferred Salary Leave Plan and make the necessary payroll deductions for remittance to the corporation administering the plan.
  - 14.8.3 A maximum of ten (10) teachers shall be granted a deferred salary leave of absence for a given year.
  - 14.8.4 The Deferred Salary Leave Plan application shall be concluded by September 10<sup>th</sup> in the year of application to participate in the Deferred Salary Leave Plan.

14.8.5 Upon the expiry of the leave of absence under the Deferred Salary Leave Plan, the teacher shall resume employment with the School Division.

14.8.6 A Deferred Salary Committee consisting of a Board member, a teacher representative and a member of School Division Office administration may be established to resolve conflicts that may arise with the Deferred Salary Leave Plan.

## **15. CENTRAL GRIEVANCE PROCEDURE**

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

*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.*

15.1 *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 employee 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 follows, without stoppage of work or refusal to perform work.

**16.2** Such difference (hereinafter called "a grievance") shall first be submitted in writing to the Superintendent or designate and the Coordinator of Teacher Welfare of the Association and copied to the Chairperson of the Teacher Welfare Committee (TWC) of the Association Local No. 15. Such grievance shall be submitted in writing within twenty (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 and shall set out the nature of the grievance, the articles of this agreement which it is alleged have been violated and the remedy sought.

- 16.3** In the event the grievance is not settled within fifteen (15) 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 lapsed from the expiration of the aforesaid fifteen (15) day time period, the grievance shall be referred in writing to the Secretary-Treasurer of the School Division, the President of the local of the Association and the Chairperson of the TWC of the Association Local No. 15 who in turn shall notify their respective grievance committee.
- 16.3.1** Such grievance committee shall be composed of two (2) representatives of the School Division and two (2) representatives of the Association. A quorum of this committee shall consist of all members. The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within twenty-one (21) days following receipt of the submission except whereby unanimous consent of the grievance committee; the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.
- 16.4** If the grievance committee does not reach a unanimous or any 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 shall be given within fifteen (15) days after the date of the aforesaid twenty-one (21) day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.
- 16.5** Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) days of the appointment of the second (2<sup>nd</sup>) of them, appoint a third (3<sup>rd</sup>) person who shall be the chairperson. In the event of any failure to appoint, any party may request the Director of Mediation Services to make the necessary appointment.
- 16.6** The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 16.7** The arbitration board shall not change, amend, or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provision of this agreement or that involves the determination of a subject matter not covered by, or arising during the term of this agreement.

- 16.8 The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the board.
- 16.9 The arbitration board shall give its decision not later than fourteen (14) days after the appointment of the chairman, provided however, that this time period may be extended by written consent of the parties.
- 16.10 Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expense of the chairman.
- 16.11 All the aforesaid time limits referred to in the grievance procedure shall exclude school calendar non-operational days.
- 16.12 In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the board) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be at an end.
- 16.13 Any of the aforesaid time limits may be extended at any stage upon written consent of the parties.

## **17. EMPLOYMENT**

### **17.1 Transfer**

17.1.1 Where the School Division initiates a teacher's transfer to a school which is in excess of fifty (50) km away from their existing residence and the teacher chooses to relocate to the new community, the School Division shall reimburse the teacher for approved costs directly incurred in the transporting of household furnishings and personal effects from the existing residence to the new residence subject to the teacher providing an approved estimate of costs prior to the move being undertaken, and providing a statement of costs incurred with supporting documents upon completion of the move.

17.1.1.1 Prior to and including the last day of the school year, when a vacancy occurs, a teacher who has filed a notice of intent to transfer for that type of assignment shall be considered for the vacant position. Should the teacher not be selected, they may request a written explanation of the reason(s).

17.1.1.2 When a teacher is transferred subsequent to the commencement of the school year the teacher, upon

estimate of costs prior to the move being undertaken, and providing a statement of costs incurred with supporting documents upon completion of the move.

17.1.1.1 Prior to and including the last day of the school year, when a vacancy occurs, a teacher who has filed a notice of intent to transfer for that type of assignment shall be considered for the vacant position. Should the teacher not be selected, they may request a written explanation of the reason(s).

17.1.1.2 When a teacher is transferred subsequent to the commencement of the school year the teacher, upon request, shall be provided up to three (3) days of unassigned time to prepare for the new assignment.

## 17.2 Probationary Period

17.2.1 A teacher in possession of a probationary contract shall be notified by the School Division prior to May 30 of the current school year as to the future status of the contract.

**IN WITNESS WHEREOF** the parties have executed this agreement this

17<sup>th</sup> day of February, 2021

On behalf of the Board of Trustees  
Of the NORTHERN LIGHTS SCHOOL  
DIVISION

On behalf of the  
ALBERTA TEACHERS' ASSOCIATION

  
Chairperson of the Board

  
Chairperson of Negotiations Committee

  
Secretary-Treasurer



  
Chairperson of Negotiations Committee

  
Coordinator, Teacher Welfare

**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 Division 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 Division 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 (WSA)**

*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 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.*