

COLLECTIVE AGREEMENT

BETWEEN

PEACE WAPITI SCHOOL DIVISION NO 76

and

THE ALBERTA TEACHERS' ASSOCIATION

COPY

SEPTEMBER 1, 2016 to AUGUST 31, 2018

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This Collective Agreement between

Peace Wapiti School Division No.76

(hereinafter referred to as the "Employer")

Party of the first part

and

The Alberta Teachers' Association,

acting on behalf of the teachers employed by the Employer

(hereinafter referred to as the "Association")

Party of the second part

Effective January 17, 2019, whereas this Collective Agreement is made pursuant to the laws of the province of Alberta as amended from time to time including but not limited to the School Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.

Whereas certain terms and conditions of employment and salary have been the subject of negotiations between the Parties, and;

Whereas the Parties desire that these matters be set forth in an agreement to govern certain terms of employment of the teachers.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

1. APPLICATION/SCOPE

1.1 Effective January 17, 2019, this Collective Agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the Employer excepting those positions agreed to be excluded in local bargaining between the School Jurisdiction and the Association.

1.2 Excluded Positions

1.2.1 Any position containing the term Superintendent in its position title.

- 1.2.2 Any position containing the term Director in its position title.
- 1.3 *Effective January 17, 2019, the Association is the bargaining agent for each bargaining unit and:*
- 1.3.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any Collective Agreement with respect to central terms; and*
- 1.3.2 *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*
- 1.4 *The Employer retains those residual rights of management not specifically limited by the expressed terms of this Collective Agreement.*
- 1.5 *Effective January 17, 2019, implementation of this Collective Agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous Collective Agreement unless mutually agreed to by TEBA and the Association.*
- 1.6 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.7 *This Collective Agreement shall enure to the benefit of and be binding upon the Parties and their successors.*

2. TERM

- 2.1 *The term of this Collective Agreement is September 1, 2016 to August 31, 2018. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2018.*
- 2.2 **List Bargaining** (Effective January 17, 2019)
- 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** (Effective January 17, 2019)
- 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 (Effective January 17, 2019)

2.4.1 Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by the Employer 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 (Effective January 17, 2019)

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 (Effective January 17, 2019)

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

2.7 Opening with Mutual Agreement (Effective January 17, 2019)

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 Employer 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 January 17, 2019)

2.8.1 *As the Association is the bargaining agent for the teachers employed by each Employer, each Employer 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 Employer 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 Employer financial statement;*
- d) Total benefit premium cost;*
- e) Total substitute teacher cost; and*
- f) Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 The basic salary and allowances shall be paid to teachers through electronic transfer of funds on the twenty-third (23) day of every month except December when teachers shall be paid on the last teaching day of the month.

3.2 Grid

3.2.1 *The amount of education and teaching experience computed as hereinafter provided shall together determine the basic salary rate for each teacher employed by the Employer.*

3.2.2 Effective September 1, 2016

Years of Experience	Years of Education		
	4	5	6
0	60,346	63,383	66,948
1	64,114	67,194	70,771
2	67,880	70,999	74,594
3	71,644	74,805	78,421
4	75,411	78,612	82,245
5	79,183	82,419	86,072
6	82,946	86,227	89,893
7	86,713	90,034	93,719
8	90,477	93,845	97,546
9	94,253	97,651	101,370

Effective September 1, 2017

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8	90,477	93,845	97,546
9	94,253	97,651	101,370

3.3 Education

- 3.3.1 *The evaluation of teacher education for salary purposes shall be according to the policies and principles established by the Teacher Salary Qualifications Board established by the Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association, the Alberta School Trustees Association, dated March 23, 1967, such evaluation shall be done by The Alberta Teachers' Association Teacher Qualifications Service.*
- 3.3.2 *The adjustment date for changes in the allowance for teacher education shall be September 1 or February 1 of each year subject to clause 3.3.3.*
- 3.3.3 *It shall be the responsibility of each teacher to lodge with the Director of Human Resources and Labour Relations of the Employer, a Statement from the Teachers Qualifications Service attesting to the teacher's education claim for salary purposes. The above statement to be provided by the teacher not later than 90 days or provide proof to the Director of Human Resources and Labour Relations of having applied for same within 30 days from the beginning of the current school year or from the starting date of the contract of the newly hired teacher employed at a date later than the beginning of the current school year.*

- 3.3.4 *Until the teacher submits satisfactory evidence in accordance with clause 3.3.3, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications, or according to the minimum acceptable educational requirements for the teacher's teaching certificate, whichever is appropriate to the Employer.*
- 3.3.5 *If a teacher does not submit evidence of teaching education to the Employer within 90 days or provide to the Director of Human Resources and Labour Relations proof of having applied for same within 30 days from commencement of the school year, or from the date of commencement of employment, the Employer shall adjust the salary effective the date such evidence is submitted.*
- 3.3.6 *No payment shall be made for teacher education or any other educational allowance which should have been claimed in the previous year.*
- 3.3.7 *The Employer recognizes that there may be circumstances where the above deadlines in clauses 3.3.3 and 3.3.5 should be extended and may do so at its sole discretion.*
- 3.3.8 *Under this Article, when a teacher receives a statement of evaluation he/she shall forthwith provide it to the Employer.*

3.4 Experience

- 3.4.1 *Effective September 1, 2017, 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 *Effective September 1, 2017, 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 an Employer may be carried over for calculation of experience increments in the following school year with that same Employer.*
- 3.4.4 *Provisions 3.4.1 and 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 an Employer*

being carried over for calculation of experience increments in the 2017-18 school year with that same Employer.

- 3.4.5 A teacher who provides active teacher services with the Employer for a minimum equivalent of 120 full teaching days shall be granted one teaching experience increment.*
- 3.4.6 Such teaching experience must be earned within three years. When the 120 day requirement has been met the teacher shall not begin to accumulate credit towards another year of teaching experience until the commencement of another school year or February 1 as the case may be.*
- 3.4.7 Any substitute teacher employed for more than 130 days, shall be given one experience increment.*
- 3.4.8 The number of days of teaching experience earned by a teacher with another school board in Canada, or a post-secondary institution in Alberta for which an Alberta teaching certificate or its equivalent was required, or other teaching experience as approved by the Employer, will be counted pursuant to the terms of this Collective Agreement as teaching experience in schools under the Employer's jurisdiction. This clause affects only teachers hired for or after the 1989/1990 school year.*
- 3.4.9 The adjustment date for changes in the number of years allowed for teaching experience shall be on the first teaching day of the school year or February 1.*
- 3.4.10 No teacher shall receive increments for experience gained while the teacher was not holding a valid Teaching Certificate or Letter of Authority.*
- 3.4.11 Each teacher claiming additional teaching experience and each teacher commencing employment with the Employer, shall submit satisfactory evidence of teaching experience to the Employer within 90 calendar days or submit satisfactory evidence to the Employer of having applied for same within 30 teaching days from commencement of the school year or from the date of commencement of employment.*
 - a) If such evidence is submitted within the 90 calendar days, salary shall be paid according to this experience effective the date of commencement of the school year or the date of commencement of employment whichever is applicable.*

- b) *Until the teacher submits the satisfactory evidence the teacher shall be placed in the salary schedule according to the most recent evidence of experience acceptable to the Employer.*
- c) *If a teacher does not submit evidence of teaching experience to the Employer within 90 calendar days or 30 teaching days from the commencement of the school year or from the date of commencement of employment, the Employer shall adjust the salary effective the date such evidence is submitted.*

3.4.12 *No payment shall be made for any increment which should have been claimed in the previous year.*

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

- 4.1.1 In the event that a new position for which an allowance is to be paid is created during the contract period, the allowance to be paid with respect to that position shall be set by the Employer and the matter shall, if local teachers or the Employer decides, be a subject for negotiations in collective bargaining between the Parties to this *Collective Agreement*.

4.2 Administration Allowances

4.2.1 Principal Allowances

- 4.2.1.1 In addition to the basic salary, an administrative allowance shall be paid to a principal and it shall be calculated in accordance with the following schedule based on the September 30, Grade 1 - 12 student count, and the October 30 ECS student count:
- 4.2.1.2 *Effective September 1, 2016:*
A Basic Allowance of \$13,982.00 per year plus a 'Per Student' Allowance as follows:
\$0 - For each of the first 50 students of the school(s) enrollment
\$45.54 - For each of the next 50 students enrolled (51 – 100)
\$37.10 - For each of the next 200 students enrolled (101 – 300)
\$25.31 - For each of the next 200 students enrolled (301 - 500)
\$13.46 - For each student thereafter (501+)

Effective the first day of the month following the date on which the parties sign the Collective Agreement, or March 1, 2019, whichever is earlier, notwithstanding the calculation determined by the formula under clause 4.2.1.2, the minimum principal allowance will be \$16,500.

4.2.2 Assistant Principal Allowance

4.2.2.1 The administrative allowance of an Assistant Principal shall equal one half of the Principal's administrative allowance.

4.2.3 Hutterite Colony Allowance

4.2.3.1 In addition to the annual salary in clause 3.2.2, a teacher employed by the Employer on a Hutterite Colony and designated by the Employer to receive an administrative allowance shall receive allowance to be pro-rated if the teacher is designated for less than a full year as follows: *effective September 1, 2016 - \$2,382.00.*

4.3 Acting/Surrogate Administrators – Compensation

4.3.1 The Assistant Principal shall be paid as a Principal when the Principal is absent for five consecutive teaching days or more and a temporary Assistant Principal may be appointed. In such a case, the Acting Principal shall be paid effective the first day the Principal is absent, and the Acting Assistant Principal shall be paid from the day of appointment.

4.3.2 In a school where there is no Assistant Principal and the Principal is absent for more than five consecutive teaching days, a teacher shall be appointed Acting Principal and shall be paid according to 4.2.1.2 of the current *Collective Agreement*. In such a case, the Acting Principal shall be paid from the first day the Principal is absent.

4.3.3 In a school where an Assistant Principal's designation does not exist or where both the Assistant Principal and Principal are absent from the school, a teacher shall be appointed to carry out administrative duties when the Principal is absent from the school for the day. This shall apply up to a maximum of 15 days per school year and the daily rate of: *effective September 1, 2016 - \$54.66*. Effective the first day of the month following the date on which the parties sign the Collective Agreement, or March 1, 2019, whichever is earlier, the daily rate of \$54.66 will be increased to \$60.00.

- 4.3.4 Where a principal is in charge of more than one school only one teacher shall be so appointed.

4.4 Teachers with Principal Designations (Effective September 1, 2017)

- 4.4.1 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 Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.
- 4.4.2 Any current principal who has had a term contract(s) for a term(s) of a total of less than five (5) 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. When the total length of the principal's designation will be five years as of August 31, 2018, the Employer must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.
- 4.4.3 For any current principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2017, the Employer 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.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

- 5.1.1 A Substitute teacher shall, in accordance with the following schedule, be paid a flat rate, including 4% holiday pay for each full day taught:

Effective	Flat Rate
September 1, 2016	\$229.72

5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid: After four consecutive school instructional days in relief of the same teacher, a substitute shall be paid 1/200 of the grid plan per 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 Effective the first day of the month following the date on which the parties sign the Collective Agreement, or March 1, 2019, whichever is earlier:

- a) In the event that a substitute teacher's assignment is cancelled by the Employer and notice of such cancellation is not transmitted to the substitute teacher prior to 6:00 PM on the day prior to the assignment, the substitute teacher shall report to work as directed by the Employer and carry out those duties that are assigned to the substitute teacher by the Employer.
- b) The provisions of clause 5.3.1 (a) shall not apply where the cancellation of assignment is due to inclement weather, cancellation of classes, school closure for any reason, or if the affected substitute teacher refuses another assignment offered by the Employer 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.*

6.2 Part-time Teachers Salaries

6.2.1 *Part-time teachers shall receive the salary stipulated in this Collective Agreement on a pro-rated basis according to the percentage of time worked.*

6.3 *Part-time Teachers Benefits and Proration*

6.3.1 *Part-time teachers shall receive the benefits stipulated in this Collective Agreement on a pro-rated basis according to the percentage of time worked.*

6.4 Other Part-time Teacher Conditions

6.4.1 Job Sharing: Teachers under continuing full-time contracts may make application to the Superintendent to participate in job-sharing or part-time employment arrangements pursuant to the Employer's policies and guidelines.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, *Carrier and Premiums*

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

7.1.2 *The Employer shall contribute towards the costs of the various premiums as follows:*

- a) *Alberta School Employee Benefit Plan (ASEBP) Plan D (Extended Long Term Disability) Plan 2A (Life, Accidental Death and Dismemberment)—100 percent of each full time teacher's monthly premium.*
- b) *ASEBP Extended Health Care Plan 1—100 percent of each full time teacher's monthly premium.*
- c) *Alberta Health Care—100 percent of each full time teacher's monthly premium.*
- d) *ASEBP Dental Care Plan 3C—100 percent of each full time teacher's monthly premium.*
- e) *Vision Care Plan 3—100 Percent of each full time teacher's monthly premium.*

7.1.3 For those teachers teaching in the Bonanza School who must live in B.C., the premium support for Alberta Health Care provided in clause 7.1.2(c) shall be paid to the teachers to offset costs of B.C. Medical Insurance.

7.2 Group Benefits Eligibility

- 7.2.1 Subject to the provisions of the *A.S.E.B.P.* master policies all teachers on contract shall be required to join the *Alberta School Employee Benefit Plan* and all teachers presently enrolled in the Plan shall maintain enrollment as a condition of employment with the Employer.
- 7.2.2 Notwithstanding clause 7.2.1 it is understood that a teacher may be exempted from participation in the aforementioned plans where he/she received coverage elsewhere or has opted out pursuant to the Plan. Where a married couple is employed by the same Employer, the premium contributions shall be on a family basis.
- 7.2.3 Teachers on contract for less than the full school year or less than the full school day, on a regular basis, shall receive pro-rated payments based on the percentage of days or time taught.

7.3 Health Spending Account (HSA) / Registered Retirement Savings Plan (RRSP)

- 7.3.1 *Effective September 1, 2016, the annual contribution to the Health Spending Account is \$550.00.*
- 7.3.2 *Effective September 1, 2016, on date of hire or before August 15 of each year, eligible teachers may choose to direct the next school year's annual amount to a Group RRSP which is identified by the Employer. If no choice is made by the teacher within the time frame above, contributions will be made to the HSA.*
- 7.3.3 *Teachers hired after October 31, during the balance of that school year, shall have 1/12th of the annual contribution directed to the health spending account or RRSP for each complete month of service. The choice between the health spending account or RRSP must be made at the time of hire and the same direction shall apply for the balance of the school year.*

7.4 Other Group Benefits

- 7.4.1 Employment Insurance Premium Reduction: Payments toward benefit plans by the Employer shall permit the Employer to retain and not pass on to teachers, any rebate of premiums otherwise required under the Human Resources and Labour Commission (previously Unemployment Insurance Commission) regulations.
- 7.4.2 Provided it is consistent with the provisions of the Income Tax Act, the Employer's contributions under this Article will be applied in such a manner that the taxable benefits for each individual will be

reduced to as minimal level as possible among those benefits in which the individual is enrolled and applied in the following order:

- a) Extended (Long Term) Disability
- b) Extended Health Care
- c) Dental Care
- d) Vision Care
- e) Accidental Death and Dismemberment
- f) Life Insurance
- g) Alberta Health Care

7.5 Northern Benefits

7.5.1. Northern Travel Benefit: (Clause 7.5.1 shall expire when clause 7.5.2 comes into effect)

7.5.1.1 For those teachers who inform the Employer that they are eligible and for purposes of this *Collective Agreement*, \$2,500 of the annual salary as set out in clause 3.2.2 of this *Collective Agreement* shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by Canada Revenue Agency (CRA) and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the employer and shall be in accordance with the provisions set by CRA.

7.5.1.2 NOTE: The Association has provided a letter stating that the Appeals Division of Canada Customs and Revenue Agency has upheld the rights of teachers to claim the Northern Travel Benefit for 1996 and 1997. It is appropriate for the Employer to continue reporting the Northern Travel Benefit amounts on teachers T4s.

7.5.2 Northern Travel Benefit: (Effective the first day of the month following the date on which the parties sign the Collective Agreement, or March 1, 2019, whichever is earlier)

7.5.2.1 For those teachers who inform the Employer that they are eligible and for purposes of this *Collective Agreement*, \$4,000 of the annual salary as set out in clause 3.2.2 of this *Collective Agreement* shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by CRA and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add

to the cost of salary or benefits to the employer and shall be in accordance with the provisions set by CRA.

3.5.2.2 NOTE: The Association has provided a letter stating that the Appeals Division of Canada Customs and Revenue Agency has upheld the rights of teachers to claim the Northern Travel Benefit for 1996 and 1997. It is appropriate for the Employer to continue reporting the Northern Travel Benefit amounts on teachers T4s.

3.5.2.3 For those teachers who inform the Employer that they are eligible and for purposes of this Collective Agreement, \$2,000 of the annual salary as set out in clause 3.2.2 of this Collective Agreement shall be considered to be a Northern Medical Travel Assistance Benefit paid in a designated area as defined by CRA and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the employer and shall be in accordance with the provisions set by CRA.

8. CONDITIONS OF PRACTICE

8.1 *Teacher Instructional and Assignable Time (Effective September 1, 2017)*

8.1.1 *Teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*

8.1.2 *Teacher assignable time will be capped at 1200 hours per school year commencing the 2017-18 school year.*

8.2 *Assignable Time Definition (Effective September 1, 2017)*

8.2.1 *Assigned Time is defined as the amount of time that Employers 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) *Employer 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 Employer to occur at a particular time and place within a reasonable work day.*

8.2.2 *Teachers have professional obligations under the School Act and regulations made pursuant to the School Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by Employers. 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 Extracurricular Activities

8.3.1 *The Parties recognize the value of extracurricular activities including the participation of teachers. However, teacher participation in extracurricular activities is voluntary.*

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan (Effective January 17, 2019)

9.1.1 *Teacher Professional Growth Plans will consider but will not be required to include the Employer'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 *Employers and/or schools are not restricted in developing their own staff development plan in which the Employer and/or school may require teachers to participate.*

9.2 Professional Improvement Leave

9.2.1 A minimum of one professional improvement leave will be granted by the Employer to applicant teachers who qualify according to the provisions listed below.

9.2.2 Professional improvement leave may be granted for the purpose of study to improve academic or professional education subject to the following conditions which shall be the only conditions governing an approved professional improvement leave. Upon completion of a professional improvement leave, a teacher shall provide satisfactory evidence to the Employer regarding attendance and completion of studies.

9.2.2.1 The teacher must have at least five years service with the Employer before an application for professional improvement leave for study will be entertained.

9.2.2.2 The Employer shall retain the right to designate teachers for professional improvement leave with less than five years service only in those special cases where the Employer deems it necessary to increase the educational standards of teachers for specialist purposes.

9.2.2.3 The professional improvement leave grant payable is the amount which is in effect at the time of signing the individual professional improvement leave contract. The teacher will receive a grant based on years of service with the Employer as per the following schedule:

Years of Service	Effective Sept. 1, 2016
Six years or less	\$33,405.00
Seven years	\$33,862.00
Eight years	\$34,312.00
Nine years	\$34,761.00
Ten years or more	\$35,209.00

No allowances shall apply to a teacher on professional improvement leave.

- 9.2.2.4 If the professional improvement leave is for a period less than a school year the teacher will receive an amount equal to the number of school operational days deducted from the teacher's salary for professional improvement leave over 200 x the schedule in 9.2.2.3. No allowances shall apply to a teacher on professional improvement leave.
- 9.2.2.5 For the purpose of professional improvement leave applied for under clause 9.2.2.4:
- a) The application shall be made not less than 90 days prior to commencement of such leave
 - b) The Employer shall notify the applicant of the decision within 60 days of receiving the application, and
 - c) The teacher obligation of service to the Employer as specified in clause 9.2.2.7 or repayment as specified in clause 9.2.2.8 shall be prorated in the same manner of granting the leave under clause 9.2.2.4.
- 9.2.2.6 A teacher taking professional improvement leave shall retain his/her position of seniority. A teacher returning from professional improvement leave shall have the choice of initial placement in his/her school if the same school still exists. The returning teacher shall notify the superintendent of his/her choice by May 1 of the year in which their leave expires.
- 9.2.2.7 A teacher must not resign or retire from service to the Employer until at least two years after professional improvement leave has expired.
- 9.2.2.8 Should a teacher by mutual consent resign or retire from the service of the Employer before the completion of two years of service following such leave, payment with interest of sabbatical leave salary shall be made to the Employer on a pro rata basis. This interest will be determined at prime bank interest rate at the time of granting the sabbatical leave, said interest to be charged from the date of termination.

- 9.2.2.9 Written application for professional improvement leave must be made before February 15 of the year for which leave is requested.
- 9.2.2.10 Employer consent will be given on or shortly before March 31, of that year.
- 9.2.2.11 Any teacher hired to take the place of a teacher who is on professional improvement leave shall be informed prior to his/her employment if his/her employment in that position is for one year only.
- 9.2.2.12 An experience increment pursuant to clause 3.4 will not be granted for salary purposes under this clause for any teacher taking professional improvement leave for that period of time the leave is being exercised.
- 9.2.2.13 Professional Improvement Leave grant monies not successfully applied for in any given year will be carried forward in a Professional Development Fund to a maximum of \$53,002.00.

Professional Development Fund rules of eligibility, qualification and reimbursement:

1. Eligible teachers will hold a continuous contract with the Employer.
2. Only tuition cost for up to one fulltime accredited course per teacher per year will be approved, to a maximum of \$2,000.00 per course.
3. Applications must be submitted to the Superintendent by March 31.
4. Successful applicants will be advised by April 15.
5. Courses considered for approval must be sufficiently related to the teachers' professional practice with the Employer as determined by the Superintendent. If the Fund is over subscribed, the Superintendent will determine eligibility based upon the needs of the Employer.
6. If after April 15 all funds have not been successfully applied for; teachers may make application for

reimbursement of a second course providing the total of the two courses does not exceed \$2,000.00.

7. Application for reimbursement must be submitted with proof of successful completion of the pre-approved course no later than August 1, of the year following the pre-approval. (Extensions to this deadline may be granted by the Superintendent upon written request from the teacher).

10. SICK LEAVE / Medical Certificates and Reporting

10.1 *Sick leave granted under Article 10 shall be granted for the teachers' personal medical or dental treatment, accident, disability or sickness.*

10.2 *During the first year of employment, the statutory sick leave of twenty (20) days shall apply.*

10.2.1 *If the teacher is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period or periods exceeding the statutory sick leave entitlement, he/she shall be paid his/her salary to the extent of the accumulated sick leave which shall then be reduced accordingly.*

10.3 *At the beginning of the second year of continuous employment with the Employer, and provided continuity of employment is not broken, a teacher shall be granted ninety (90) calendar days of sick leave credits. All accumulated but unused sick leave shall be cancelled.*

10.3.1 *After the beginning of the second full school year of continuous employment, a teacher who has been absent on sick leave and returns to regular duties shall have the ninety (90) calendar day sick leave entitlement reinstated. However, in instances where the teacher has been continuously absent for a period of thirty (30) or more calendar days, reinstatement of the sick leave entitlement shall be made contingent upon the teacher providing a medical certificate, signed by a medical doctor prior to the date of return, verifying that the teacher is able to return to work on a continuing basis. In addition, the ninety (90) calendar days shall not be reinstated until the teacher has been actively at work for twenty consecutive teaching days unless the absence is a result of a new medical condition supported by a certificate signed by a medical practitioner.*

10.4 *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period*

of more than three consecutive teaching days may be required to present a medical certificate signed by a medical doctor.

- 10.5 A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall be required to present a signed statement giving the reasons for such absence.
- 10.6 The Employer shall be entitled at any time to require a medical examination by a doctor selected and paid for by the Employer.
- 10.7 *In cases of prolonged illness the Employer shall provide its share of the insurance premiums under article 7 for a minimum of two years or the number of years the teacher has been employed by the Employer to a maximum of ten years prior to the teacher accessing Extended Disability Benefits.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1 Maternity Leave/Parental Leave/Adoption Leave

11.1.1 Maternity Leave

- 11.1.1.1 *Maternity leave shall be for a maximum period of 15 weeks.*
- 11.1.1.2 *The Employer will, to the maximum allowed, implement a Supplementary Unemployment Benefits (S.U.B.) plan which each teacher shall access for pay during the health-related portion of her maternity leave.*
- 11.1.1.3 *The S.U.B. benefit shall replace sick leave and the teacher shall have no access to sick leave benefits while on maternity leave.*
- 11.1.1.4 *The Employer shall pay its portion of each teacher's benefit plan premiums during the health-related portion of her maternity leave.*
- 11.1.1.5 *The remainder of the maternity leave not covered by the health-related portion shall be without pay and benefits. S.U.B. shall be payable for a maximum of 17 weeks or for the period covered by accumulated sick leave, whichever is less. S.U.B. shall not be payable with respect to any period during which the teacher would not have taught but for being on maternity leave.*

- 11.1.1.6 *The Employer shall advise each teacher to apply for Extended Disability (L.T.D.) benefit at least 30 days in advance of her expected eligibility for such benefit. After 90 consecutive calendar days of disability the teacher shall apply for Extended Disability (L.T.D.) benefits and no further salary, or S.U.B. shall be payable.*
- 11.1.1.7 *Each teacher shall endeavor to notify the Employer of her leave requirements three months in advance; however, she shall give the Employer at least two weeks notice of the day on which she intends to commence maternity leave. Prior to the leave commencing, each teacher shall endeavor to provide the Employer with the date she plans on returning to work, however, she shall give the Employer at least two weeks notice of the day on which she intends to return to work. Any such notice shall be in writing.*
- 11.1.1.8 *For the 15 week period, teachers returning from maternity leave shall be returned to the position held at the commencement of the leave. The phrase "returned to the position held at the commencement of the leave" does not imply that a teacher on leave has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.*

11.1.2 Parenting Leave

- 11.1.2.1 *In addition to the maternity leave, the teacher shall be eligible for a further leave without pay and benefits for up to 37 weeks provided such is continuous and complete within 12 months of the date the teacher first went on maternity leave. During this 37 week period, each teacher shall be eligible to maintain his/her benefit insurance coverage provided he/she pays 100% of the premium. The terms of this leave shall be arranged between each teacher and the Employer.*
- 11.1.2.2 *The parenting leave shall be without pay, employer contributions to the benefits premiums, sick leave benefits, and will not be counted for granting of increments.*
- 11.1.2.3 *A teacher returning from such leave shall be entitled to a teaching position with the Employer.*

11.1.3 Adoption Leave

- 11.1.3.1 Teachers shall be eligible for adoption leave under the following conditions provided that if both mother and father are employed by the Employer, only one shall be entitled to leave under these provisions in any one school year.*
- 11.1.3.2 A teacher shall be eligible for an adoption leave of up to 12 months.*
- 11.1.3.3 The teacher shall provide notification of the leave requirements to the Superintendent six (6) weeks before the first day of the leave.*
- 11.1.3.4 Adoption leave is without pay, employer contributions to benefit premiums, sick leave benefits, and will not be counted for the granting of increments.*
- 11.1.3.5 The teacher returning from leave shall be entitled to a teaching position with the Employer.*

11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave (Effective January 17, 2019)

- 11.2.1 Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.2.2 Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the Employer to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing Collective Agreement, for a period of up to 12 months.*
- 11.2.3 Notwithstanding clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 A teacher who commits to clause 11.2.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 *A leave of absence, shall be granted by the Superintendent, having due regard to all circumstances and interests of a school and/or the school system for up to four days per school year. The first of these days shall be at full salary and the remaining three days at full salary less the cost of a substitute for each day.*

12.2 *Contracts of less than the full school year, leave entitlement shall be based on the pro-rata portion of full time employment in the school year.*

12.2.1 *One (1) day of Personal Leave at no cost, per school year. If unused, this day may be carried forward to the maximum of two (2) days in any school year.*

12.2.2 *Three (3) days of Personal Leave per school year at the cost of a substitute teacher per day. No carry forward of these days.*

13. ASSOCIATION LEAVE AND SECONDMENT (Effective January 17, 2019)

13.1 *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer 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 Employer 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 Employer. The Association will reimburse the Employer 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 Employer, the teacher, and the Association and is at no cost to the Employer.

13.3.1 A general leave of absence shall be granted to the officers of Local 6. The maximum number of days granted to the Local shall not exceed forty (40) days per school year. The cost of the substitute teachers to be paid by the Local.

13.4 During such secondment, the Employer 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 Employer for all payments made by the Employer to the teacher or on his/her behalf while on secondment under this clause.

14. OTHER LEAVES

14.1 Critical Illness, Death and Funeral Leave

14.1.1 A teacher shall be entitled to leaves under this clause in accordance with his/her full time equivalent assignment. A teacher is entitled to a leave of absence with pay and such leave is deemed to be an authorized absence approved by the Employer pursuant to the School Act, where such teacher is absent for:

14.1.2 Not more than six days due to critical illness or death of a spouse, child, parent or parent-in-law plus any required traveling time not exceeding two days.

14.1.3 Not more than two days due to death and one day due to critical illness of a grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, plus any required traveling time not exceeding two days.

14.1.4 Not more than one day to attend the funeral of an aunt, uncle, niece, or nephew, plus any required traveling time not exceeding two days.

14.1.5 Not more than one (1) day to attend the funeral of a friend at the cost of a substitute teacher.

14.1.6 Critical illness shall be interpreted as a person in critical condition supported by medical documentation.

14.2 Family Medical Leave

14.2.1 A teacher shall be entitled to leaves under this clause in accordance with his/her full time equivalent assignment. A teacher is entitled to a leave of absence with pay and such leave is deemed to be an authorized absence approved by the Employer pursuant to the School Act, where such teacher is absent for:

14.2.2 Not more than five days in a school year for attending to the medical needs of a spouse, child or member of the teacher's household where such needs are urgent and require the services of a practitioner. The first of these days is with full pay. The second and subsequent days shall be with full pay less the cost of a substitute teacher. (Clause 14.2.2 shall expire when clause 14.2.3 comes into effect).

14.2.3 Effective the first day of the month following the date on which the parties sign the Collective Agreement, or March 1, 2019, whichever is earlier, not more than five days in a school year for attending to the medical needs of a spouse, child or member of the teacher's household where such needs are urgent and require the services of a practitioner. The first two days are with full pay. The third and subsequent days shall be with full pay less the cost of a substitute teacher.

14.3 Jury Duty: Leave of absence without loss of salary shall be granted:

14.3.1 For jury duty or any summons thereto:

14.3.2 To answer a subpoena to attend as a witness in a court of law in the Province of Alberta or in the Province of British Columbia if the teacher lives in British Columbia and teaches in Alberta, provided the teacher is not charged with any offense.

14.3.3 To answer a subpoena to attend as a witness in a court of law in Canada, provided the teacher is not charged with any offence.

14.3.4 The teacher shall remit any witness fee or jury stipend set by the court.

14.4 Inclement Weather: Leave of absence without loss of salary shall be granted:

14.4.1 Not more than three (3) days per school year at the cost of a substitute teacher. Leave of absence shall be granted where a teacher is absent because, despite reasonable effort, the teacher is unable to travel to his/her school from his/her usual place of residence because of:

- a) inclement weather
- b) impassable road condition
- c) the failure of transportation facilities other than the teacher's own.

14.4.2 If the teacher is unable to travel to his/her school but is able to attend at another PWSD School or Central Office, there will be no deduction of the cost of a substitute teacher.

14.5 Parental Leave

14.5.1 Not more than two (2) days with pay in a school year for attending the birth of his child.

14.5.2 Not more than two (2) days with pay in a school year for the adoption of a child.

15. CENTRAL GRIEVANCE PROCEDURE

15.1 *This procedure applies to differences:*

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

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

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

15.4 *An "operational" day is an instructional or non-instructional day in the Employer 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 Employer 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 Employer, 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 Employer rectify any failure to comply with the Collective Agreement.*
- b) An affected Employer 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 Employer.*
- c) Teachers covered by the collective agreement who are affected by the award.*

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

16. LOCAL GRIEVANCE PROCEDURE

16.1 A "grievance" is defined as any difference between a teacher or teachers covered by this *Collective Agreement* and the Employer concerning the interpretation, application, operation or alleged violation of this *Collective*

Agreement and shall be dealt with in the following manner without the cessation of duties or the refusal to perform duties by any teacher.

- 16.2 Within 20 days from the date of the incident prompting the grievance, the teacher shall submit in writing to the Director of Human Resources and Labour Relations the precise nature of the alleged grievance, the name of the teacher concerned, the clause of the *Collective Agreement* from which the alleged grievance arises and the relief requested.
- 16.3 Where a grievance has been filed in accordance with 16.2, the Director of Human Resources and Labour Relations shall within 20 days after receipt of the alleged grievance meet with the aggrieved teacher to endeavor to resolve the grievance. The Director of Human Resources and Labour Relations shall furnish a written decision to the aggrieved teacher within five days of their meeting. At the aggrieved teacher's request, a member of the Northern Spirit Local No. 6 may be present.
- 16.4 If the decision of Director of Human Resources and Labour Relations does not result in a settlement, the aggrieved teacher shall submit the grievance in writing to the Grievance Committee within 15 days of receipt of the Director of Human Resources and Labour Relations decision. The request for a Grievance Committee meeting shall be submitted to the Director of Human Resources and Labour Relations who shall in turn notify the respective representatives of the request.
- 16.5 The Grievance Committee shall be composed of two representatives of the Employer and two teachers of the Local. A quorum of this committee shall consist of all members.
- 16.6 When the Grievance Committee receives written notice of the submission of a grievance, in accordance with 16.4, it shall be required to give its decision within 21 days following the receipt of such notice.
- 16.7 If the Grievance Committee reaches a unanimous decision as to the disposition of the grievance the decision shall be final and binding on both Parties.
- 16.8 If the Grievance Committee does not reach a unanimous decision or any decision, either Party may by written notice served on the other Party within 15 days after the date on which the Grievance Committee voted on the disposition of the grievance, its desire to submit the grievance to Arbitration and such notice shall contain the name of the party's nominee.
- 16.9 The Party to whom notice is given under 16.8 shall within fifteen (15) days after receipt of such notice appoint their nominee and notify the other Party of their nominee.

- 16.10 The two nominees appointed in accordance with 16.8 and 16.9 shall appoint an Arbitration Chairperson agreeable to both Parties and these three appointees shall constitute the Arbitration Board.
- 16.11 The decision of a majority of the members of the Arbitration Board shall be the decision of the Arbitration Board and if there is no majority, the decision of the Arbitration Chairperson shall govern.
- 16.12 The Arbitration Board shall have no power to add to, subtract from or modify any terms of the *Collective Agreement*, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this *Collective Agreement* or to enter any new provisions into this *Collective Agreement*.
- 16.13 Each Party to the grievance shall bear the expense of its respective nominee and the two Parties shall bear in equal proportions the expense of the Arbitration Chairperson.
- 16.14 The time limits set out herein for the processing of a grievance shall be adhered to except in the case of mutual agreement in writing to alter the time limits. Failure of a teacher or the Employer to act within the time limits prescribed herein shall mean the grievance is forfeited or processed to the next step, as the case may be.
- 16.15 For the purpose of article 16, "days" shall mean consecutive days exclusive of Saturdays, Sundays, holidays, and vacations recognized by the Employer.

17. EMPLOYMENT

17.1 Information and Files

- 17.1.1 Upon request a teacher shall have access to his/her personnel file provided an individual identified as occupying an excluded position as identified in clause 1.2 is present. Upon request, the teacher shall be entitled to a copy of any document(s) in the file provided he/she pays the Employer for the cost of reproducing the document(s).

IN WITNESS THEREOF the Parties hereto executed this Collective Agreement by affixing the signatures of their proper officers on their behalf on the date(s) as set out below.

Signed on _____, 2019
On Behalf of the Association

Alison La
[Signature]
By [Signature]
Viguer [Signature]

Signed on February 7, 2019
On Behalf of the Employer

Dane McIntosh
Pres. P. [Signature]
[Signature]

Signed on February 25th, 2019
Sandra Johnston
Coordinator of Teacher Welfare

New Letter of Understanding #1 – Trial Program on Time Off for Compression
(Effective September 1, 2017)

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

	Maximums	
	Instructional Days	Non Instructional Days
	190	10
	189	11
	188	12
	187	13
	186	14
	185	15
	184	16
Base	183	17
	182	17.5
	181	18
	180	18.5
	179	19
	178	19.5
	177	20
	176	20.5
	175	21
	174	21.5
	173	22
	172	22.5
	171	23
	170	23.5

- 1.2 For the purpose of this Collective Agreement and notwithstanding the provisions of the School Act, Teachers' Convention is counted as a non-instructional day.
- 1.3 The trial program will take place during the 2017-18 school year and expires on August 31, 2018, notwithstanding that the Collective Agreement is bridged by operation of law.

New Letter of Understanding # 2 – Me Too Clause/Increase Modifier (Effective September 1, 2016)

1. For the purposes of this Letter of Understanding only, the following definitions apply:
 - 1.1 “comparator agreement” means the provincial Collective Agreement listed below for the period commencing April 1, 2017:
 - Government of Alberta and the Alberta Union of Provincial Employees respecting the Locals 1, 2, 3, 4, 5, 6 and 12
 - Alberta Health Services and United Nurses of Alberta
 - Alberta Health Services and the Health Sciences Association of Alberta
 - Alberta Health Services and Alberta Union of Provincial Employees – Auxiliary Nursing
 - Alberta Health Services and Alberta Union of Provincial Employees – General Support Services
 - 1.2 “first year” means with respect to a comparator agreement the period from April 1, 2017 to March 31, 2018.
 - 1.3 “second year” means with respect to a comparator agreement the period from April 1, 2018 to March 31, 2019.
 - 1.4 “general salary increase” means a salary increase percentage applied to all steps of all grids of a comparator agreement.
 - 1.5 For greater certainty, “general salary increase” does not include market supplements or adjustments, grid adjustments, signing bonuses, reclassifications, changes to benefit premium cost sharing, new benefits or any other form of compensation whatsoever other than a common percentage increase applied to all steps of all grids applicable to each bargaining unit. It includes only such general salary increases negotiated, prior to a strike or lockout, and does not include any increases resulting from a voluntary interest arbitration award, a disputes inquiry board recommendation, or a settlement during or following a strike or lockout.
 - 1.6 “Lump sum payment” means a one-time payment, consistent with other one-time payments sometimes referred to as signing bonuses. “Lump sum payment” explicitly does not include the continuation or renewal of lump sum payments currently provided in existing comparator agreements between employers and unions listed in clause 1.1 of this Letter of Understanding.

2. *If a general salary increase(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) exceeds 0%, the general salary increase(s) negotiated under that comparator agreement will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay of the Collective Agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one general salary increase is negotiated for comparator agreements, the increases shall not be compounded across multiple comparator agreements, however, the total highest such general salary increase(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*
3. *If a new lump sum payment(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) is negotiated, the newly negotiated lump sum payment(s) negotiated under that comparator agreement will be applied to the Collective Agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one newly negotiated lump sum payment is negotiated for comparator agreements, the lump sum payments shall not be compounded across multiple comparator agreements, however, the total highest of such lump sum payment(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*
4. *This Letter of Understanding expires on August 31, 2018 and will not be extended beyond that date notwithstanding that the Collective Agreement is bridged by operation of law. This Letter of Understanding will not apply to a general salary increase or lump sum payment for a comparator agreement negotiated to be effective after August 31, 2018.*

New Letter of Understanding #3 – Classroom Improvement Fund (CIF) Grant Program (Effective September 1, 2017)

1. *Each Employer will establish a committee to support the CIF grant program. CIF committees will be composed of equal number of Employer representatives, appointed by the Employer or designate, and teacher representatives, appointed by the Association. Teacher representatives must be employed by the Employer. CIF committees will have a minimum of six (6) and maximum of ten (10) equal representatives total. CIF committee may meet as viewed necessary, but shall meet at least once in the 2017-18 school year.*
2. *CIF committees will be responsible for reviewing and prioritizing proposals and agreeing to the distribution of the CIF grant funds available for that Employer. The committee will be responsible to prioritize proposals based on classroom needs and approve CIF allocation of resources up to the funds available for that Employer.*
3. *A majority of the CIF committee members must agree in order to advance a proposal for a CIF grant.*
4. *The Employer must forward agreed-upon CIF proposals to Alberta Education. The decisions of the CIF committee is not subject of a grievance under this Collective Agreement.*
5. *This Letter of Understanding expires on August 31, 2018.*