

Teachers' Employer Bargaining Association

Entente, table centrale ATA
2018-2020

1. APPLICATION/SCOPE Repeal and Replace

This collective agreement is made this ____ of _____ 20__ between SCHOOL JURISDICTION NAME and the Alberta Teachers' Association (Association).

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

- 1.1. This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the School Jurisdiction, **including teachers with principal designations**, and excepting positions agreed to be excluded in local bargaining between the School Jurisdiction and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.
- 1.2. Excluded positions LOCAL
- 1.3. **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 Jurisdiction 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 Jurisdiction 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 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 Jurisdiction on behalf of teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.
- 1.5. **Role of TEBA**
 - 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 Jurisdictions 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 Jurisdiction has, with respect to local bargaining, exclusive authority to bind the School Jurisdiction in any agreement with respect to local terms.**

- 1.6. **The School Jurisdiction retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.**
- 1.7. Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.
- 1.8. This collective agreement cancels all former collective agreements and all provisions appended thereto.
- 1.9. This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.
- 1.10. Structural provisions LOCAL
- 1.11. **All provisions of this collective agreement shall be read to be gender neutral.**

2. Term and Effective Dates Repeal and Replace

- 2.1 The term of this Agreement is September 1, 2018 to August 31, 2020. Unless stated otherwise, this Agreement shall continue in full force and effect through August 31, 2020.
- 2.2 Unless otherwise specified in this Memorandum of Agreement, the provisions identified will take effect when the central and local terms have both been ratified.

2.8 Provision of Information-Repeal and Replace

- 2.8. Provision of Information
- 2.8.1. As the Association is the bargaining agent for the teachers employed by the School Jurisdiction. The School Jurisdiction 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 jurisdiction will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Jurisdiction from providing the information on a more frequent basis.**
- 2.8.2. The school jurisdiction 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:**
 - a) Teacher distribution by salary grid category and step as of September 30;
 - b) HSA/WSA/RRSP utilization rates;
 - c) Most recent School Jurisdiction financial statement;
 - d) Total benefit premium cost;
 - e) Total substitute teacher cost; and,
 - f) Total allowances cost.

3.3 Education – Repeal and Replace – Effective September 1, 2019

- 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 Jurisdiction, until such time as the School Jurisdiction 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 Jurisdiction 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 Teaching Experience Repeal and Replace – Effective September 1, 2019

- 3.4. Teaching Experience
 - Teachers shall:
 - a) Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,
 - b) Not gain experience during vacation periods and leaves of absence without salary.
 - 3.4.1. Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Jurisdiction.
 - 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 Jurisdiction.
 - 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 Jurisdiction in accordance with this article.

- a) Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Jurisdiction 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 Jurisdiction shall recognize prior teaching experience as if it was earned by employment with the School Jurisdiction provided that the teacher provides satisfactory proof as per clause 3.4.8.

3.4.8. A teacher requesting that the School Jurisdiction recognize experience earned with a previous employer shall provide to the School Jurisdiction 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 jurisdiction;
- b) The position held while earning the experience was one that required a valid teaching certificate; and,
- c) The written confirmation is signed by an authorized officer of the previous 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 School Jurisdictions covered by PECBA. At the time of movement from another School Jurisdiction, the receiving School Jurisdiction shall assume the recognition of experience provided by the previous School Jurisdiction.

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

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

3.5 Special Considerations for Other Education and Experience

3.5 Effective September 1, 2019 add to all collective agreements which do not contain CTS trade and other education and experience clauses.

3.5.1 In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the School Jurisdiction shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the School Jurisdiction.

3.5.1.1 Teachers must present valid proof of education and experience, satisfactory to the School Jurisdiction, prior to this evaluation.

3.5.1.2 This evaluation shall be conducted when a teacher is hired to teach a CTS or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.

3.5.1.3 A copy of the decision will be provided to the teacher.

3.5.2 After the evaluation in 3.5.1 has concluded, the School Jurisdiction may place a teacher on a step greater than their experience and/or education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.

4.2 Minimum Principal Allowance- Amend

Add 4.2.1 to Collective Agreements with no minimum principal allowance, or repeal and replace for any Collective Agreement with a minimum allowance that is lower than \$25,000.

4.2.1 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.

4.2.1.1 Notwithstanding 4.2.1, the minimum allowance will apply only to the primary principal allowance structure and not to other principal allowances structured differently as stipulated in a collective agreement as listed in Appendix A.

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

4.5 Teachers with Principal Designations – Amend (EXCEPT Calgary Public, Calgary Catholic, Sturgeon, Blackgold and Canadian Rockies)

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 Jurisdiction must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.

4.5.2. Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years.

5. Substitute Teachers

5.1 Effective September 1, 2019 The minimum substitute teacher daily rate will be \$212.

6. Part-time Teachers – Amend

- 6.1. FTE Definition: Effective September 1, 2019, 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.

7.1 Group Health Benefits

Effective September 1, 2019 Add ASEBP Vision Care Plan 3 to the Elk Island Public Medicine Hat Catholic, Medicine Hat Public and Red Deer Catholic collective agreements.

Effective September 1, 2019 Increase all school jurisdiction payment of premiums to 100%.

Effective September 1, 2019, add to all collective agreements for the ASEBP plans in which they are enrolled, the following health benefit plans:

- ASEBP Extended Health Care Plan 1
- ASEBP Dental Care Plan 3
- ASEBP Vision Care Plan 3
- ASEBP Extended Disability Benefits Plan D
- ASEBP Life Insurance Plan 2
- ASEBP Accidental Death and Dismemberment Plan 2.

7.3 Health Spending Account – Amend

Amend existing Collective Agreements, as stipulated in Appendix B, to bring provisions in line with the following:

Effective September 1, 2019, the minimum amount of a Health Spending Account will be \$725. Any collective agreement with a higher health spending account amount will remain the same.

8.1 Teacher Instructional Time

For Calgary Public and Calgary Catholic, effective September 1, 2019, remove sunset clause and amend as follows:

Calgary Public

*A teacher not in receipt of any administrative allowance will not be assigned duties in excess of thirty (30) hours per week, averaged over the school year. A maximum of ~~one thousand four hundred and thirty (1430) minutes per week, averaged over the school year,~~ **907 hours per year** shall be devoted to the instruction of students.*

Calgary Catholic

*A school-based full-time equivalent teacher not in receipt of any salary allowance will not be assigned duties in excess of thirty (30) hours per week, averaged over the school year. A maximum of ~~one thousand four hundred and thirty (1,430) minutes (23.83 hours)~~ per week, averaged over the school year, **907 hours per year** shall be devoted to the instruction of students. ~~The remainder of assignable hours shall be devoted to professional duties including, but not limited to, supervision of students, preparation, staff meetings, consultation, parent-teacher conferences, and administrative tasks.~~*

For Edmonton Public, extend the current sunset clause as follows:

Edmonton Public

*The parties agree that, effective September 1, **2020** the language of clause 13.2 will revert to the language of the September 1, 2001 collective agreement.*

8.3 Duty Free Lunch – New

Effective the date of ratification of central terms, write the following into all collective agreements where there is no duty free lunch provision.

Effective September 1, 2019, repeal and replace existing duty free lunch time provisions in, Wetaskiwin, Red Deer Catholic and Rocky View collective agreements with the following:

Effective September 1, 2019 repeal and replace existing duty free lunch provisions in Canadian Rockies, Fort McMurray SD, Living Waters with the following:

8.3 Effective date of ratification by the parties, the school jurisdiction 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 jurisdiction.

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.

11 Maternity and Parental Leave – Effective for maternity and/or parental leaves commencing after the first of the month following ratification of central terms

11.1 Maternity Leave

11.1.1 Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior

to the estimated due date and no later than the actual date of the birth of the teacher's child.

11.1.2 Maternity leave shall be without pay and benefits except as provided in clause 11.3.

11.1.3 A teacher shall, when possible, give the School Jurisdiction 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 Employer no less than four (4) weeks notice, in writing, of the intended date of return.

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

11.2 Parental Leave

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

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

11.2.3 The teacher shall give the School Jurisdiction 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 Jurisdiction 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 Jurisdiction 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

11.3A Salary and Benefit Premium Payment Health Related

11.3.A shall apply to the School Jurisdictions in column A of Appendix C

11.3.1A The School Jurisdiction 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) or CURRENT___ weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.

11.3.2A When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.

11.3.3A The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.

11.3.4 A The School Jurisdiction 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 A The School Jurisdiction 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.

11.3B Salary Payment and Benefit Premium Payment Set SEB Plan

11.3.B shall apply to the School Jurisdictions in column B in Appendix C with their current number of weeks.

11.3.1 B At the commencement of maternity leave, the teacher shall be eligible for one of the following options:

11.3.2 B If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.

11.3.3 B If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.

a) The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.

b) The Employer shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during ____ CURRENT weeks of leave.

11.3.4 B The School Jurisdiction shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.

11.3.5 B The School Jurisdiction 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 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

11.4.1 Teachers may prepay or repay benefit premiums payable during the duration of a of 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 Jurisdiction 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 Jurisdiction will continue paying the School Jurisdiction 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 Jurisdiction 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 Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than 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 Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction 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 Jurisdiction under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.

15. Central Grievance Procedure – Amend effective the first of the month following ratification of central terms

- 15.1 This procedure applies to differences:
- a) about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;
 - b) about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and
 - c) where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.
- 15.2 "Central item" means any item which is in italics in this Collective Agreement.
- 15.3 A "non-central item" means any item which is not in italics in this Collective Agreement.
- 15.4 An "operational" day is an instructional or non-instructional day in the school jurisdiction calendar on which teachers are scheduled to work. 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 Jurisdiction portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Jurisdiction 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 jurisdiction, 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 jurisdiction rectify any failure to comply with the Collective Agreement;
 - b) An affected school jurisdiction pay damages to the Association, affected teacher or teachers, or both.
 - c) TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.
- 15.17 The award of the Arbitration Board is binding on:
- a) TEBA and the Association.
 - b) Any affected school jurisdiction.
 - c) Teachers covered by the Collective Agreement who are affected by the award.
- 15.18 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.

Letter of Understanding 1: Association and TEBA Joint Committee to Assist Transition from Central to Local Bargaining- NEW – Effective the date of signing of this Letter of Understanding

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 Jurisdiction 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 the date of signing of this Letter of Understanding

1. Scope

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

2. Process

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

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

- c) The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- d) Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the

difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.

- e) The arbitrator will first endeavour to assist the parties in mediating a resolution.
- f) If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.
- g) As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.
- h) The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.
- i) The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process. If an oral decision is rendered, it will follow with a written summary including the decision and rationale.
- j) All decisions of the arbitrator are final and binding.
- k) The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- l) For the purposes of this process, the timelines shall reflect calendar days, excluding Saturdays and Sundays or General Holidays. Notwithstanding, the parties may extend timelines by mutual agreement and such request to extend timelines shall not be unreasonably denied. The arbitrator has the authority to extend timelines in consultation with the parties.
- m) The parties shall bear the costs of their participation in this process. The parties shall equally share the costs of the fees and expenses of the arbitrator.

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

Signed by the parties on October 2, 2018.

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

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

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

School jurisdictions 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 NEW

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

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

New Letter of Understanding #5 – Wellness Spending Account

Where WSAs exist, the WSA may be used for:

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

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

This Letter of Understanding in no way commits school jurisdictions 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 – Right to Disconnect

TEBA and the Association agree to a pilot project to be conducted during the 2019-20 school year in school jurisdictions 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 jurisdictions, 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 jurisdictions and Association bargaining units.
3. The pilot project may be ended early with mutual agreement of the school jurisdiction and related Association bargaining unit.

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

Appendix A: Positions Excluded from the Minimum Principal allowance in provision 4.2.1

Appendix B: Annual Health Spending Account Amounts for the Following School Jurisdictions:

Appendix C: School Jurisdictions with Either Option 11.3.A or 11.3.B for Salary and Benefit Premium Payment During Maternity and Parental Leave

Appendix A: Positions Excluded from the Minimum Principal allowance in provision 4.2.1

Board	Position	Amount
Black Gold Regional Division No. 18	One room school	3% of CAT 4 max
Buffalo Trail Public Schools Regional Division No. 28	Hutterite colony	\$689
	Principal at large	\$9,393 base
Calgary School District No. 19	principal of schools with 3rd party providers	\$10,200
Clearview School Division No. 71	Teachers of Hutterite colony	6% of CAT6 max
	Teachers of outreach schools	6% of CAT6 max
Foothills School Division No. 38	Lead teacher for Hutterite	base \$3,100 and \$1,174 for each FTE and \$587 for each PT
	Principal at Cameron Crossing School	\$3,100 base
Fort Vermilion School Division No. 52	Principal of district programs	\$10,339
Horizon School Division No. 67	Colony administrative allowance	2% of CAT 5 minimum for each FTE
Livingstone Range School Division No. 68	Hutterite colony allowance	No minimum (per teacher allowance)
Peace River School Division No. 10	Principals in Hutterite	per student \$63
Peace Wapiti School Division No. 76	Hutterite colony allowance	\$2,382
Prairie Land Regional Division No. 25	One classroom teacher	4% of CAT 4 and zero experience
Prairie Rose School Division No. 8	Colony Principal	\$1,151 base and \$68.42 per student
Rocky View School Division No. 41	One room school	\$3,046.21
St. Paul Education Regional Division No. 1	Hutterite Colony Teacher	\$90.76 per student
Westwind School Division No. 74	Hutterite colony principal	5% of the 4th year minimum
Wetaskiwin Regional Division No. 11	Hutterite Principal	\$626
	Principals for store front schools	\$626
Wolf Creek School Division No. 72	Hutterite colony principal	basic allowance at 25% of principal allowance plus \$27.15 per student

Appendix B: Annual Health Spending Account Amounts for the Following School Jurisdictions:

School Board	Annual Health Spending Account Amount
Aspen View Public School Division No. 78	\$725
Battle River Regional Division No. 31	\$725
Black Gold Regional Division No. 18	\$725
Buffalo Trail Public Schools Regional Division No. 28	\$725
Canadian Rockies Regional Division No.12	\$725
Chinook's Edge School Division No. 73	\$725
Christ the Redeemer Catholic Separate Regional Division No. 3	\$725
Clearview School Division No. 71	\$725
East Central Alberta Catholic Separate Schools Regional Div. 16	\$725
East Central Francophone Education Region No. 3	\$725
Edmonton Catholic Separate School District No. 7	\$725
Foothills School Division No. 38	\$725
Fort Vermilion School Division No. 52	\$725
Golden Hills School Division No.75	\$725
Grande Prairie Roman Catholic Separate School District No. 28	\$725
Grande Prairie School District No. 2357	\$725
Grande Yellowhead Public School Division No.77	\$725
Grasslands Regional Division No. 6	\$725
Greater North Central Francophone Education Region No. 2	\$725
Holy Spirit Roman Catholic Separate Regional Division No. 4	\$725
Horizon School Division No. 67	\$725
Lakeland Roman Catholic Separate School District No. 150	\$725
Lethbridge School District No. 51	\$725
Livingstone Range School Division No. 68	\$725
Northern Gateway Regional Division No. 10	\$725
Northern Lights School Division No. 69	\$725
Palliser Regional Division No. 26	\$725
Peace River School Division No. 10	\$725
Peace Wapiti School Division No. 76	\$725
Pembina Hills Regional Division No. 7	\$725
Prairie Land Regional Division No. 25	\$725

School Board	Annual Health Spending Account Amount
Prairie Rose School Division No. 8	\$725
St. Albert Public School District No. 5565	\$725
St. Paul Education Regional Division No. 1	\$725
Westwind School Division No. 74	\$725
Wetaskiwin Regional Division No. 11	\$725
Wild Rose School Division No. 66	\$725
Wolf Creek School Division No. 72	\$725

Attachment 1 – Terms Agreed to by the Parties**Appendix C: School Jurisdictions with Either Option 11.3.A or 11.3.B for Salary and Benefit Premium Payment During Maternity and Parental Leave**

Option 11.3.A	Option 11.3.B
Black Gold Regional Division No. 18	Aspen View Public School Division No. 78
Buffalo Trail Public Schools Regional Division No. 28	Battle River Regional Division No. 31
Calgary Roman Catholic Separate School District No. 1	East Central Francophone Education Region No. 3
Calgary School District No. 19	Edmonton Catholic Separate School District No. 7
Canadian Rockies Regional Division No.12	Elk Island Catholic Separate Regional Division No. 41
Chinook's Edge School Division No. 73	Evergreen Catholic Separate Regional Division No. 2
Christ the Redeemer Catholic Separate Regional Division No. 3	Grande Yellowhead Public School Division No.77
Clearview School Division No. 71	Greater North Central Francophone Education Region No. 2
East Central Alberta Catholic Separate Schools Regional Div. 16	Holy Spirit Roman Catholic Separate Regional Division No. 4
Edmonton School District No. 7	Horizon School Division No. 67
Elk Island Public Schools Regional Division No. 14	Living Waters Catholic Regional Division No. 42
Foothills School Division No. 38	Livingstone Range School Division No. 68
Fort McMurray Public School District No. 2833	Northwest Francophone Education Region No. 1
Fort McMurray Roman Catholic Separate School District No. 32	Palliser Regional Division No. 26
Fort Vermilion School Division No. 52	Parkland School Division No. 70
Golden Hills School Division No.75	Pembina Hills Regional Division No. 7
Grande Prairie Roman Catholic Separate School District No. 28	Red Deer Catholic Regional Division No. 39
Grande Prairie School District No. 2357	Sturgeon School Division No. 24
Grasslands Regional Division No. 6	The Southern Francophone Education Region No. 4
Greater St. Albert Roman Catholic Separate School District No. 734	Westwind School Division No. 74
High Prairie School Division No. 48	Wetaskiwin Regional Division No. 11
Holy Family Catholic Regional Division No. 37	Wolf Creek School Division No. 72
Lakeland Roman Catholic Separate School District No. 150	

Attachment 1 – Terms Agreed to by the Parties

Option 11.3.A	Option 11.3.B
Lethbridge School District No. 51	
Medicine Hat Roman Catholic Separate School District No. 21	
Medicine Hat School District No. 76	
Northern Gateway Regional Division No. 10	
Northern Lights School Division No. 69	
Northland School Division No. 61	
Peace River School Division No. 10	
Peace Wapiti School Division No. 76	
Prairie Land Regional Division No. 25	
Prairie Rose School Division No. 8	
Red Deer Public School District No. 104	
Rocky View School Division No. 41	
St. Albert Public School District No. 5565	
St. Paul Education Regional Division No. 1	
St. Thomas Aquinas Roman Catholic Separate Regional Div. 38	
Wild Rose School Division No. 66	

Attachment 1 – Terms Agreed to by the Parties

Signed March 7, 2019

For TEBA

Original Signed

For ATA

Original Signed

Attachment 2: Substitute Teachers Daily Rates and Vacation Pay

School Jurisdiction	Daily Rate	Vacation Pay (6%)	Total
Aspen View Public School Division No. 78	\$200.00	\$12.00	\$212.00
Battle River Regional Division No. 31	\$200.00	\$12.00	\$212.00
Black Gold Regional Division No. 18	\$200.00	\$12.00	\$212.00
Buffalo Trail Public Schools Regional Division No. 28	\$200.92	\$12.06	\$212.98
Calgary Roman Catholic Separate School District No. 1	\$209.43	\$12.57	\$222.00
Calgary School District No. 19	\$209.43	\$12.57	\$222.00
Canadian Rockies Regional Division No.12	\$200.00	\$12.00	\$212.00
Chinook's Edge School Division No. 73	\$200.00	\$12.00	\$212.00
Christ the Redeemer Catholic Separate Regional Division No. 3	\$200.00	\$12.00	\$212.00
Clearview School Division No. 71	\$200.00	\$12.00	\$212.00
East Central Alberta Catholic Separate Schools Regional Div. 16	\$200.00	\$12.00	\$212.00
East Central Francophone Education Region No. 3	\$200.00	\$12.00	\$212.00
Edmonton Catholic Separate School District No. 7	\$210.38	\$12.62	\$223.00
Edmonton School District No. 7	\$205.66	\$12.34	\$218.00
Elk Island Catholic Separate Regional Division No. 41	\$200.00	\$12.00	\$212.00
Elk Island Public Schools Regional Division No. 14	\$200.00	\$12.00	\$212.00
Evergreen Catholic Separate Regional Division No. 2	\$200.00	\$12.00	\$212.00
Foothills School Division No. 38	\$200.00	\$12.00	\$212.00
Fort McMurray Roman Catholic Separate School District No. 32	\$212.26	\$12.74	\$225.00
Fort McMurray Public School District No. 2833	\$206.71	\$12.40	\$219.11
Fort Vermilion School Division No. 52	\$208.92	\$12.54	\$221.46
Golden Hills School Division No.75	\$207.36	\$12.44	\$219.80
Grande Prairie Roman Catholic Separate School District No. 28	\$217.31	\$13.04	\$230.35
Grande Prairie School District No. 2357	\$218.87	\$13.13	\$232.00
Grande Yellowhead Public School Division No.77	\$200.00	\$12.00	\$212.00
Grasslands Regional Division No. 6	\$201.89	\$12.11	\$214.00

School Jurisdiction	Daily Rate	Vacation Pay (6%)	Total
Greater North Central Francophone Education Region No. 2	\$206.60	\$12.40	\$219.00
Greater St. Albert Roman Catholic Separate School District No. 734	\$208.95	\$12.54	\$221.49
High Prairie School Division No. 48	\$206.76	\$12.41	\$219.17
Holy Family Catholic Regional Division No. 37	\$208.91	\$12.53	\$221.44
Holy Spirit Roman Catholic Separate Regional Division No. 4	\$200.00	\$12.00	\$212.00
Horizon School Division No. 67	\$200.00	\$12.00	\$212.00
Lakeland Roman Catholic Separate School District No. 150	\$200.00	\$12.00	\$212.00
Lethbridge School District No. 51	\$200.00	\$12.00	\$212.00
Living Waters Catholic Regional Division No. 42	\$217.64	\$13.06	\$230.70
Livingstone Range School Division No. 68	\$200.00	\$12.00	\$212.00
Medicine Hat Roman Catholic Separate School District No. 21	\$200.00	\$12.00	\$212.00
Medicine Hat School District No. 76	\$200.47	\$12.03	\$212.50
Northern Gateway Regional Division No. 10	\$200.00	\$12.00	\$212.00
Northern Lights School Division No. 69	\$200.00	\$12.00	\$212.00
Northland School Division No. 61	\$200.00	\$12.00	\$212.00
Northwest Francophone Education Region No. 1	\$212.64	\$12.76	\$225.40
Palliser Regional Division No. 26	\$200.00	\$12.00	\$212.00
Parkland School Division No. 70	\$203.15	\$12.19	\$215.34
Peace River School Division No. 10	\$209.43	\$12.57	\$222.00
Peace Wapiti School Division No. 76	\$216.72	\$13.00	\$229.72
Pembina Hills Regional Division No. 7	\$200.00	\$12.00	\$212.00
Prairie Land Regional Division No. 25	\$200.00	\$12.00	\$212.00
Prairie Rose School Division No. 8	\$200.00	\$12.00	\$212.00
Red Deer Catholic Regional Division No. 39	\$200.00	\$12.00	\$212.00
Red Deer Public School District No. 104	\$200.00	\$12.00	\$212.00
Rocky View School Division No. 41	\$207.36	\$12.44	\$219.80
The Southern Francophone Education Region No. 4	\$209.13	\$12.55	\$221.68
St. Albert Public School District No. 5565	\$200.34	\$12.02	\$212.36
St. Paul Education Regional Division No. 1	\$200.00	\$12.00	\$212.00

School Jurisdiction	Daily Rate	Vacation Pay (6%)	Total
St. Thomas Aquinas Roman Catholic Separate Regional Div. 38	\$207.01	\$12.42	\$219.43
Sturgeon School Division No. 24	\$200.00	\$12.00	\$212.00
Westwind School Division No. 74	\$200.00	\$12.00	\$212.00
Wetaskiwin Regional Division No. 11	\$200.00	\$12.00	\$212.00
Wild Rose School Division No. 66	\$200.00	\$12.00	\$212.00
Wolf Creek School Division No. 72	\$200.00	\$12.00	\$212.00