

COLLECTIVE AGREEMENT

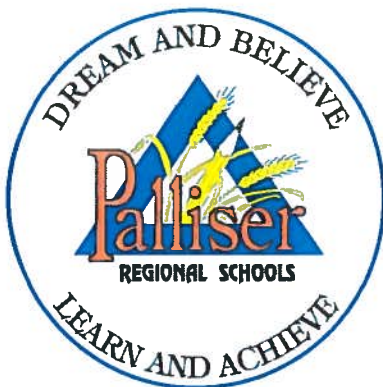
BETWEEN

PALLISER REGIONAL DIVISION NO 26

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2016 to AUGUST 31, 2018



This collective agreement is made this 12th day of February 2019 between Palliser Regional Division No. 26 (School Jurisdiction) and the Alberta Teachers' Association (Association).

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

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

AND WHEREAS the parties desire these matters be set forth in an Agreement to govern the terms of employment of the said teachers;

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

1. APPLICATION/SCOPE

- 1.1 *This collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the School Jurisdiction excepting those positions agreed to be excluded in local bargaining between the School Jurisdiction and the Association.*
- 1.2 **Excluded Positions**
 - 1.2.1 Superintendent of Schools
 - 1.2.2 Associate Superintendent of Schools
 - 1.2.3 Directors
- 1.3 *The Association is the bargaining agent for each bargaining unit and:*
 - 1.3.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.3.2 *has exclusive authority to bargain collectively with each School Jurisdiction on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.4 *The parties hereby recognize that basic to the proper management and administration of a school system, it is the School Jurisdiction's right and responsibility to formulate and adopt policies.*
- 1.5 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.6 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*

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

2. TERM

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

2.2 List Bargaining

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

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

2.3 Central Matters Bargaining

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

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

2.4 Local Bargaining

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

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

2.5 Bridging

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

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

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

2.6 Meet and Exchange

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

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

2.7 Opening with Mutual Agreement

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

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

2.8 Provision of Information

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

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

- a) Teacher distribution by salary grid category and step as of September 30;*
- b) Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
- c) Most recent School Jurisdiction financial statement;*

- d) *Total benefit premium cost;*
- e) *Total substitute teacher cost; and*
- f) *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

- 3.1.1 The School Jurisdiction shall pay all teachers monthly 1/12th of the salary rate in effect for that month as herein set forth and computed. For the purpose of this agreement, allowances shall be considered to be part of salary.
- 3.1.2 Payment of the full amount for administration shall commence on the effective date of appointment of the administrator.
- 3.1.3 Teachers under contract, except substitute teachers, shall be paid on the 28th of the month. In the event the 28th of any month occurs on a weekend or statutory holiday then teachers will be paid the last banking day prior to the 28th.
- 3.1.4 Payment for teachers shall be in accordance with the memorandum between the Association and the Alberta School Trustees' Association signed on or about January 6, 1972, regarding calculation of salary for the purpose of both payment and deduction.

3.2 Grid

- 3.2.1 *The salaries and the terms and conditions of the teachers' employment with the School Jurisdiction are governed by the provisions of this collective agreement and any statutory provision relating thereto.*
- 3.2.2 *The following shall determine the placement on the salary schedule:*
 - (a) *The amount of university education;*
 - (b) *The length of teaching experience.*

3.2.3 Effective September 1, 2016

YEARS OF EXPERIENCE	EDUCATION		
	4	5	6
0	59,178	62,548	66,576
1	62,641	66,013	69,947
2	66,291	69,663	73,410
3	69,758	73,129	76,964
4	73,222	76,499	80,242
5	76,685	79,966	83,800
6	80,057	83,523	87,454
7	83,615	87,079	91,014
8	87,173	90,172	94,291
9	90,449	93,819	97,846
10	93,914	97,567	101,218

3.3 Education

3.3.1 All teachers employed shall be evaluated by the Teacher Qualifications Service according to policies established by the Teacher Salary Qualifications Board, established by memorandum of agreement between the Department of Education, The Association, and the Alberta School Trustees' Association dated March 23, 1967.

3.3.2 Each teacher claiming additional teacher education and each teacher commencing employment with the School Jurisdiction shall, within sixty (60) days of September 1 or February 1 or commencement of

duties, submit to the School Jurisdiction proof of having applied for a statement of qualifications to be issued by the Teacher Qualifications Service of the Association.

3.4 Experience

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

- a) under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
- b) employed as a substitute teacher within the preceding five (5) years.*

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

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

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

3.4.5 The number of years of teacher experience for placement on the salary schedule shall be determined upon commencement of employment, the beginning of each school year or February 1st of each school year.

Any teacher in the employ of the School Jurisdiction wishing to have previous employment evaluated shall provide necessary documentation to the Superintendent of Schools at the above time period, prior to the completion of three consecutive years of service with the School Jurisdiction.

3.4.6 A year of teaching experience in a school under the jurisdiction of a provincial, state or national Department of Education is any one school year during which a teacher has rendered service in an ECS through Grade 12 school under contract for not less than one hundred twenty (120) days. A teacher who has rendered service in an ECS through Grade 12 school under contract for not less than sixty (60) days in any one school year shall receive credit for one-half year of teaching experience. An ECS through Grade 12 school is any school where any or all grades from ECS through Grade 12 are offered. One-half year teaching experience not to be paid except that

two (2) one-half years of teaching experience in different school years shall count as one (1) year of teaching experience. Experience evaluations of School Jurisdiction staff prior to January 1, 1982 shall not be affected by the terms of this clause.

3.4.7 Notwithstanding clause 3.4.6, any teacher hired on a regular part-time basis such that one hundred twenty (120) full days of teaching cannot be accumulated in one (1) school year, or sixty (60) days in one semester, shall receive credit for one (1) year's teaching experience upon a total accumulation of one hundred twenty (120) full days of teaching. Such credit shall be determined on the dates specified in clause 3.4.5.

3.4.7.1 Any teacher hired on a regular part-time basis such that one hundred twenty (120) full days of teaching cannot be accumulated in one (1) school year, or sixty (60) days in one semester, shall receive credit for one (1) year's teaching experience upon a total accumulation of one hundred twenty (120) full days of teaching within 2 consecutive years. Such credit shall be determined on the dates specified in clause 3.4.5.

3.4.8 Teaching experience obtained by a teacher prior to engagement by the School Jurisdiction is counted as if it had been teaching experience in schools under the School Jurisdiction. Teachers claiming recognition for prior teaching experience shall be responsible for providing documentation from their previous employer which verifies the previous experience. Evidence that such documentation has been requested from previous employers shall be presented to the School Jurisdiction within sixty (60) days of commencing employment with the School Jurisdiction.

3.4.9 No teacher shall receive credit for teaching experience gained while the teacher was not holding a valid teaching certificate.

3.4.10A teacher who has rendered substitute service to the School Jurisdiction may accumulate one (1) experience increment by combining service rendered as per Article 3.4.1.b provided that a minimum of one hundred twenty (120) days service has been rendered during this five-year period.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Administration Allowances

4.1.1 Principal Allowance

4.1.1.1 In addition to his/her salary in clause 3.2.3, each principal shall receive monthly an allowance equal to 1/12th of the

following schedule based on the number of teachers, including the principal and vice principal:

- 5% of the 4th year minimum for each of the first five (5) teachers;
- 2% of the 4th year minimum for each of the next five (5) teachers;
- 1.5% of the 4th year minimum for each remaining teacher.

Each principal shall receive a minimum allowance of 25% of the 4th year minimum step of the salary grid. For the purpose of this clause, a proportionate allowance shall be paid for part-time teachers.

4.1.2 Vice Principal Allowance

- 4.1.2.1 In addition to his/her salary in clause 3.2.3, each vice principal, or other administrative support personnel, shall receive 60% of the allowance paid to the principal, except that where there are more than one vice principal or other administrative support personnel in a school, a sum equal to the principal's allowance shall be divided between or among them in the ratio of their responsibilities.

4.1.3 Coordinating Principal Allowance

- 4.1.3.1 The Coordinating Principal shall receive an allowance which is the greater of their school based principal allowance (red circled) or the minimum principal allowance which is equal to 25 per cent of the fourth year minimum step of the salary grid.

4.1.4 Literacy Coaches Allowance

- 4.1.4.1 The Literacy Coaches are teaching positions based out of central office, which are paid pursuant to the normal teaching salary applicable in the Collective Agreement.

4.1.5 Vice Principal in Hutterite Schools

- 4.1.5.1 One teacher assigned to each Hutterite school in Palliser Regional Division No. 26 shall be assigned the designation "vice principal."
- 4.1.5.2 The designation "vice principal" shall apply only while the teacher is assigned to the Hutterite school, and shall terminate should the teacher's assignment change.
- 4.1.5.3 The vice principal administration allowance received by each teacher shall be determined as per clause 4.1.2 of the collective agreement (i.e., 5% of the Hutterian principal's allowance).

4.1.6 Specialist Allowance

- 4.1.6.1 The School Jurisdiction has established the position of Specialist. It is hereby agreed the Specialist shall receive an allowance equal to 25 percent of the fourth year minimum of the salary grid per annum.

4.2 Red Circling

- 4.2.1 If a Principal or Vice Principal is transferred by the School Jurisdiction to a position for which the administrative allowance is a lesser amount than he or she is receiving at the time the notice of transfer is provided to the Principal or Vice Principal, he or she will continue to receive the allowance in effect on the date of notice of transfer until such time as that amount equals the allowance in effect for the position to which he or she has been transferred, or for a period of three consecutive school years, whichever period of time is less.
- 4.2.2 This provision shall not apply if a Principal or Vice Principal requests a transfer in writing.

4.3 Acting/Surrogate Administrators – Compensation

- 4.3.1 In a school where regularly designated administrative personnel are absent, a teacher shall be designated by the School Jurisdiction to be acting principal and shall be paid an amount equivalent to 1/400th of 60% of the principal's allowance for each half-day of the principal's absence. This is to be accumulated at the end of December and at the end of June and paid in a lump sum.

4.4 Teachers with Principal Designations

- 4.4.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Jurisdiction must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the School Jurisdiction must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.4.3 *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the School Jurisdiction*

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

4.5 Other Administrator Conditions

4.5.1 Lieu Days

- 4.5.1.1 Two lieu days with full pay and benefits shall be granted to Principals. These days will not be carried over and will not be paid out. The principal will take into consideration the operation of the school and consult with the Superintendent before requesting the lieu days.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

- 5.1.1 *A substitute teacher means a teacher employed on a day-to-day basis.*
- 5.1.2 *Substitute teachers shall be paid the following rates of pay, inclusive of holiday pay: \$199.29 per day;*
- 5.1.3 *The School Jurisdiction shall pay the appropriate retroactive pay to all substitute teachers employed during the sixty (60) working days prior to the date of ratification.*
- 5.1.4 *Substitute teachers who have been employed during the term of this agreement but have not been employed within the sixty (60) working day period preceding the date of ratification of this agreement shall be paid the appropriate retroactive pay upon written application to the School Jurisdiction within sixty (60) calendar days of the date of ratification of this agreement. The School Jurisdiction shall bear no responsibility for informing individuals of their written application rights under this clause.*

5.2 Commencement of Grid Rate

- 5.2.1 *Number of days to go on grid: The rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive days shall be effective the sixth consecutive day, according to placement on the salary grid subject to the terms of this agreement.*
- 5.2.2 *Notwithstanding clause 5.1.2, a substitute teacher who fills a teaching position for more than four (4) consecutive days and who accepts a contract of employment with the School Jurisdiction shall be paid effective the first day according to placement on the salary grid.*

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

5.3 Other Substitute Teacher Conditions

5.3.1 Cancellation of Substitute Assignment

- 5.3.1.1 Where a substitute teacher has accepted per diem employment, such employment shall not be cancelled without at least twelve (12) hours notice.
- 5.3.1.2 If a teacher cancels without at least twelve (12) hours notice, the teacher will be responsible for the cost of the substitute teacher.
- 5.3.1.3 If twelve (12) hours notice is not provided, the substitute teacher shall be assigned other duties within the school by the principal or designate.
- 5.3.1.4 Where a substitute teacher position is cancelled without at least twelve (12) hours notice due to the cancellation of a scheduled event or other School Jurisdiction decision, the cost of the substitute shall be the responsibility of the School Jurisdiction.

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.*

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

The School Jurisdiction contributions of the monthly premium for ASEBP and the Alberta Health Care premium shall be one hundred percent (100%).

Payment of the Board's contributions for the teacher shall be ordered in the following manner:

- 7.1.1 Extended Health Care
- 7.1.2 Dental Care
- 7.1.3 Extended Disability Benefit – Plan D
- 7.1.4 Vision Care Plan 3
- 7.1.5 Life, Accidental Death & Dismemberment – Schedule 2

- 7.1.6 Alberta Health Care Insurance
- 7.2 Group Benefits Eligibility**
- The School Jurisdiction shall effect and maintain:
- (a) *Alberta School Employee Benefit Plan (ASEBP)*
- 7.2.1 Extended Disability Benefit - Plan D
 - 7.2.2 Life, Accidental Death & Dismemberment - Schedule 2
 - 7.2.3 Extended Health Care - Plan 1
 - 7.2.4 Dental Care - Plan 3
 - 7.2.5 Vision Care Plan 3
- (b) Alberta Health Care Insurance (AHC)
- applicable to and for the benefit of teachers in its employ according to the provisions of the plans.
- 7.2.6 All teachers shall be members of the *ASEBP* - Plan D, Schedule 2, as defined in 7.2(a) (7.2.1) & (7.2.2).
- 7.2.7 With respect to clause 7.2, it is understood that participation in *ASEBP* - Extended Health Care Plan 1, Dental Care Plan 3 and Alberta Health Care Insurance is not a condition of employment.
- 7.3 Health Spending Account**
- 7.3.6 *The annual contribution to the health spending account shall be \$425.*
- 7.4 Other Group Benefits**
- 7.4.6 **Employment Insurance Premium Reduction:** It is understood that payment made toward the aforementioned benefit plans shall permit the School Jurisdiction to retain and not pass on to teachers any rebates of premiums otherwise required under Unemployment Insurance Commission regulations.

8. CONDITIONS OF PRACTICE

- 8.1 Teacher Instructional and Assignable Time**
- 8.1.1 *Effective September 1, 2017, teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*
 - 8.1.2 *Effective September 1, 2017, teacher assignable time will be capped at 1200 hours per school year commencing the 2017-18 school year.*
- 8.2 Assignable Time Definition**
- 8.2.1 *Assigned Time is defined as the amount of time that School Jurisdictions assign teachers and within which they require teachers*

to fulfill various professional duties and responsibilities including but not limited to:

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

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

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

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

8.3 Other Conditions of Practice

8.3.1 Staff deployment and administrative time shall be the responsibility of the Superintendent and principal in consultation with his/her staff.

8.3.2 The School Jurisdiction shall set and designate in each school year calendar two (2) days for classroom teachers to be free from students to perform tasks related to classroom duties.

8.4 School Calendar

- 8.4.1 The School Jurisdiction shall notify the local executive 90 days prior to changes to the Board approved school calendars, except when mutually agreed upon between the local executive and the School Jurisdiction.

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

- 9.1.1 *Teacher Professional Growth Plans will consider but will not be required to include the School Jurisdiction's goals.*
- 9.1.2 *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*
- 9.1.3 *School Jurisdictions and/or schools are not restricted in developing their own staff development plan in which the School Jurisdiction and/or school may require teachers to participate.*

9.2 Professional Development Fund

- 9.2.1 The School Jurisdiction shall instruct each school/site to establish an annual professional development fund from the instructional budget. Allocation of the professional development funds shall be the responsibility of the school/site professional development committee including the principal. The fund is to be used exclusively for professional development activities of the certificated teaching staff. The funds shall be disbursed to certificated teachers as follows:
- (a) Support for teachers to take non-credit courses for the purpose of professional improvement; and
 - (b) Expenses for approved seminars, workshops, conferences and specialist councils.
- 9.2.2 The School Jurisdiction contribution to the Professional Development Fund for each full-time equivalent teacher for each of the individual teacher accounts is \$375 and the school site account is \$125.
- 9.2.3 All monies remaining in the fund at the expiry of the budget year shall remain in the fund.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 *In the first year of service with the School Jurisdiction, a teacher shall be entitled to twenty (20) school days of sick leave at full salary. During the second and subsequent years of service, sick leave with full salary will be granted for 90 calendar days.*
- 10.2 *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall continue to be entitled to the full number of sick leave days stipulated in clause*

10.1. Notwithstanding the above, after twenty (20) school days of continuous absence during a teacher's first year of service, no further salary shall be paid. After ninety (90) calendar days of continuous absence during a teacher's second or subsequent years of service, no further salary shall be paid and the provisions of ASEBP shall take effect. A teacher who, in the second or subsequent year of service, returns to work after a continuous absence of ninety (90) calendar days shall have sick leave entitlement under clause 10.1 reinstated.

10.3 *A teacher who has had previous service with the School Jurisdiction and re-enters its employ within twenty-six (26) months of leaving, and upon production of a medical certificate of good health, the sick leave accumulated under clause 10.2 during the period of employment with the School Jurisdiction shall be reinstated to the credit of the teacher.*

10.4 *The provisions of clause 10.2 shall not be altered because of a teacher's leave of absence.*

10.5 Before any payment is made under the foregoing regulation, the teacher may be required to provide:

10.5.1A declaration, on a form to be provided by the School Jurisdiction, where the absence is for a period of three (3) consecutive teaching days or less;

10.5.2(a) A teacher who is absent from school duties for a period of more than 5 consecutive teaching days to obtain medical or dental treatment or because of accident, disability or sickness must provide the School Jurisdiction with a medical leave certificate. The required certificate is included as Appendix 1 at the end of the collective agreement. The certificate must be provided as soon as reasonably possible. The cost of completing the medical leave certificate shall be borne by the School Jurisdiction upon presentation of a receipt.

(b) 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 30 calendar days must provide Palliser with a return to work certificate at least 7 calendar days prior to returning to work. The certificate is included as Appendix 2 at the end of the collective agreement. The cost of completing the return to work certificate shall be borne by the School Jurisdiction upon presentation of a receipt.

10.5.3A further medical certificate will be required if the condition of the employee changes substantially from the prognosis on the previous medical certificate.

10.5.4The School Jurisdiction may require a teacher to undergo a medical examination by a physician named or approved by the School Jurisdiction. All costs associated with the medical examination shall be borne by the School Jurisdiction.

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1 Maternity/Parental/Adoption Leave

Maternity Leave

11.1.1 Teachers are entitled to maternity leave to a maximum of fifteen (15) weeks. Leave shall be granted under the following conditions:

11.1.2(a) The leave will begin and end at the discretion of the teacher. The teacher shall, when possible, notify the School Jurisdiction of her leave requirements three (3) months in advance of the first day of said leave, but no later than two (2) weeks before the said leave.

(b) The School Jurisdiction may request a statement from a physician indicating the approximate date of delivery.

(c) The teacher shall, when possible, give the School Jurisdiction thirty (30) days, but not less than fourteen (14) days notice, in writing, of the intended return date.

11.1.3 The School Jurisdiction shall pay the portion of the teacher's benefit plan premiums specified in article 7.1 of this agreement during the fifteen (15) weeks of maternity leave.

11.1.4 When a teacher on continuous contract is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher shall be eligible for one (1) of the following options:

11.1.5(a) If the absence begins prior to ten (10) weeks before the estimated date of delivery and continues without return to work, the teacher shall be placed on sick leave until such point as the teacher is eligible to apply for extended disability benefits;

(b) If the absence begins within the ten (10) week period before the estimated date of delivery, or on the date of delivery, the teacher shall choose either (1) or (2) below, and shall normally notify the School Jurisdiction of that choice a minimum of two (2) weeks prior to the planned commencement date of the leave. Such choice shall apply immediately and remain in effect until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.

1. The School Jurisdiction shall implement and maintain a Supplemental Unemployment Benefits (SUB) Plan which shall provide teachers on maternity leave with ninety-five percent (95%) of their weekly salary under the SUB Plan during the thirteen (13) weeks of leave.

2. The teacher may access sick leave entitlement with pay as specified in clause 10 of the collective agreement only for the period of sickness or disability.

11.1.6 Parental Leave

(a) The School Jurisdiction shall grant parental leave to a teacher, without pay or benefits, in the following circumstances:

- (1) In the case of a teacher entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the teacher's maternity leave.*
- (2) In the case of a parent who is employed by the School Jurisdiction, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth.*

11.1.7 Return to work

(a) A teacher returning from a maternity leave of fifteen (15) weeks or less shall be returned to the school(s) to which the teacher was assigned at the commencement of the leave. The phrase "returned to the school(s) to which the teacher was assigned at the commencement of the leave" does not imply that a teacher on leave has any advantage or disadvantage in the event that a staff reduction or program change becomes necessary in a particular school.

(b) A teacher who wishes to extend a personal leave under clause 11.1.6 beyond the fifteen (15) week maternity leave period shall be returned to a teaching position no less favorable than the position occupied prior to the commencement of the leave.

11.1.8 *The period of leave during which a teacher is in receipt of Supplementary Unemployment Insurance Benefits shall be included as days required for accumulation of an increment.*

11.1.9 Notice of Parental Leave

(a) A teacher must give the School Jurisdiction six (6) weeks of notice of the date the teacher will start parental leave unless the medical condition of the birth mother or child makes it impossible to comply with the requirement.

(b) If the teacher cannot comply with the written notice requirement for any of the reasons stated under section 11.1.9(a), the teacher must give the School Jurisdiction written notice at the earliest possible time of the date that the teacher will or has started parental leave.

11.1.10 Notice of Resumption of Employment

A teacher who wishes to resume work on the expiration of a maternity leave or parental leave shall give the School Jurisdiction four (4) weeks written notice of the date on which the teacher intends to resume work and, in no event, not later than four (4) weeks before the end of the leave period to which the teacher is entitled, or four (4)

weeks before the date on which the teacher has specified as the end of the teacher's leave period, whichever is earlier.

11.1.11 Adoption Leave

11.1.11.1 The School Jurisdiction shall grant, without pay or benefits, in the case of an adoptive parent who is employed by the School Jurisdiction, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent.

11.1.11.2 (a) A teacher returning from an adoption leave of thirty-seven (37) weeks or less shall be returned to the school(s) to which the teacher was assigned at the commencement of the leave. The phrase "returned to the school(s) to which the teacher was assigned at the commencement of the leave" does not imply that a teacher on leave has any advantage or disadvantage in the event that a staff reduction or program change becomes necessary in a particular school

11.1.11.3 (b) A teacher who is granted additional leave under clause 14.7 beyond the thirty-seven (37) weeks adoption leave period shall be returned to a teaching position no less favorable than the position occupied prior to the commencement of the leave

11.1.11.4 Notice of Adoption Leave

(a) A teacher must give the School Jurisdiction six (6) weeks' notice of the date the teacher will start parental leave unless the date of the child's placement with the adoptive parent was not foreseeable.

(b) If the teacher cannot comply with the written notice requirement for any of the reasons stated under section 11.1.11.4(a), the teacher must give the School Jurisdiction written notice at the earliest possible time of the date that the teacher will start or has started parental leave.

11.1.11.5 Notice of Resumption of Employment

(a) A teacher who wishes to resume work on the expiration of an adoption leave shall give the School Jurisdiction four (4) weeks written notice of the date on which the teacher intends to resume work and, in no event, not later than four (4) weeks before the end of the leave period to which the teacher is entitled, or four (4) weeks before the date on which the teacher has specified as the end of the teacher's leave period, whichever is earlier.

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

- 11.2.1 Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.2.2 Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Jurisdiction to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*
- 11.2.3 Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Jurisdiction will continue paying the School Jurisdiction portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 If a teacher fails to return to his/her teaching duties, the teacher shall be responsible to forthwith repay the School Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction upon receipt of an invoice.*
- 11.2.6 If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Jurisdiction under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

12 PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

A teacher may request from the Employer a temporary leave of absence as follows and where approved, the temporary leave of absence will be with pay provided the following conditions are met:

- 12.1 A paid day of personal leave, for not more than one (1) day in any school year, may be requested by a teacher for attending to private concerns in accordance with the following:*
 - 12.1.1 Where the one paid day is not used in a school year, it may be carried forward to the next school year but not any further.*
 - 12.1.2 A request for personal leave under this clause must be made in accordance with the following conditions:*

- a) in writing
- b) on the form established by the School Jurisdiction
- c) to the Superintendent, through the teacher's principal or supervisor,
- d) at least two (2) weeks in advance of the date(s) the teacher wishes to use the personal leave days,
- e) stating the replacement arrangement to be put in place should the requested days be approved, and
- f) the availability of a substitute teacher (if required) at the time of the request.

12.1.3 Without the permission of the employer a personal leave under this clause shall not be used:

- a) in conjunction with any holiday or holiday period exceeding four (4) days including weekends
- b) during any scheduled Parent-Teacher Interview days,
- c) to engage in any activity for financial gain, or
- d) during scheduled professional development days.

12.1.4 Teachers on a term contract must be under contract for a minimum of sixty (60) instructional days before being eligible for leave under this clause.

12.2 Temporary leave of absence with pay, provided the School Jurisdiction is reimbursed for the cost of a substitute, shall be granted to teachers as follows:

12.2.1 Personal leave for not more than three (3) days in any school year shall be granted for attending to private concerns. Where possible, at least one day's notice shall be given to the principal, or in the case of a principal, to the Superintendent or his office.

13 ASSOCIATION LEAVE AND SECONDMENT

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

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

reimburse the School Jurisdiction as per Clause 13.1. Such leaves will not be unreasonably denied.

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

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

14. OTHER LEAVES

A teacher is entitled to temporary leave of absence with pay, and such leave is deemed to be an authorized absence approved by the School Jurisdiction pursuant to Section 11(1)(d)(i) of the *School Act*. Where such teacher is absent:

14.1 Critical Illness

14.1.1 For not more than five (5) teaching days, if necessary, because of the critical illness or death of a relative of the teacher or of the teacher's spouse.

14.2 Graduation and Convocation Leave

14.2.1 For the period of one (1) day, plus one (1) day for traveling, if necessary, per school year to attend the teacher's convocation of a university or graduation from a post-secondary institution.

14.2.2 For not more than two (2) days per school year for the purpose of writing examinations in academic or professional courses, including travel time, if necessary.

14.2.3 For the period of one (1) day, plus one (1) day for traveling, if necessary, to attend the convocation or graduation from a high school and/or post-secondary institution of the teacher's spouse or child.

14.3 Impassable Roads Leave and Inclement Weather Leave

14.3.1 For those days on which a teacher is unable to reach the school from the teacher's usual place of residence because of impassable roads when the absence is approved by the principal.

14.3.2 When a school is closed for all students due to inclement weather, health reasons or physical plant breakdown, teachers shall not be required to attend the affected school.

14.4 Family Medical Leave

14.4.1 For four (4) days per school year to attend to the medical/dental needs of immediate family members

14.5 Leave for Child's Arrival

14.5.1 For two (2) teaching days per year in the event of the birth of the teacher's child or the adoption of a child by the teacher.

14.6 Jury Duty/ Court Appearance Leave

Leave of absence without loss of salary shall be granted for

14.6.1 Jury duty or any summons related thereto; or

14.6.2 To answer a subpoena or summons, to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, provided that the teacher remits to the School Jurisdiction any witness fee or jury stipend (excluding allowances and/or expenses set by the court or other body).

14.7 Discretionary Leave

14.7.1 *Additional leaves of absence may be granted by the School Jurisdiction for reasonable causes with or without pay and with or without benefits.*

14.8 Deferred Salary Leave Plan

14.8.1 The School Jurisdiction shall implement a Deferred Salary Leave Plan.

15. CENTRAL GRIEVANCE PROCEDURE

15.1 *This procedure applies to differences:*

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

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

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

- 15.4 *An “operational” day is an instructional or non-instructional day in the School Jurisdiction calendar on which teachers are scheduled to work.*
- 15.5 *If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.*
- 15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
 - b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.7 *The written notice shall contain the following:*
- a) A statement of the facts giving rise to the difference,*
 - b) The central item or items relevant to the difference,*
 - c) The central item or items and the non-central item or items, where the difference involves both, and*
 - d) The remedy requested.*
- 15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*
- 15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the School Jurisdiction affected by the difference may be invited to participate in the discussion about the difference.*
- 15.10 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Jurisdiction, and any affected teacher or teachers.*
- 15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*
- 15.12 *(a) Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall,*

within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.

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

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

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

- a) An affected School Jurisdiction rectify any failure to comply with the collective agreement.*
- b) An affected School Jurisdiction pay damages to the Association, affected teacher or teachers, or both.*
- c) TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

15.15 The award of the Arbitration Board is binding on:

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

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

16. LOCAL GRIEVANCE PROCEDURE

16.1 Any difference (hereinafter called "a grievance") arising from the contravention, interpretation, meaning, operation, application or alleged violation of this Collective Agreement, and further including any dispute as to whether the difference is arbitrable, shall, without stoppage of work or refusal to perform work, be subject to this grievance procedure. An earnest effort shall be made to settle the difference.

16.2 A teacher, the Association or the School Jurisdiction may institute a grievance under the terms of this Collective Agreement.

- 16.3 (a) The School Jurisdiction may institute a grievance within thirty (30) days of the date of the incident giving rise to the grievance or the date the School Jurisdiction reasonably became aware of the incident giving rise to the grievance. Such grievance shall set out the nature of the grievance, the clause or clauses of this collective agreement which it is alleged have been violated and the remedy sought in writing to the Coordinator of Teacher Welfare of the Association. The Coordinator of Teacher Welfare of the Association shall render a decision in writing within twenty (20) days.
- (b) The Association may institute a grievance within thirty (30) days of the date of the incident giving rise to the grievance or the date the Association reasonably became aware of the incident giving rise to the grievance. Such grievance shall set out the nature of the grievance, the clause or clauses of this collective agreement which it is alleged have been violated and the remedy sought in writing to the School Jurisdiction. The School Jurisdiction shall render a decision in writing within twenty (20) days.
- 16.4 Within thirty (30) days of the act giving rise to the alleged grievance, or from the day on which the teacher ought to reasonably have become aware of its occurrence, the teacher shall submit a written statement of the particulars of the complaint, the clause or clauses contravened and the redress sought to the Superintendent of Schools or designate of the School Jurisdiction and the teacher shall forward a copy to the TWC Chair and the Coordinator of Teacher Welfare of the Association. The Superintendent of Schools or designate shall render a decision in writing within twenty (20) days of receipt of such notice.
- 16.5 If the grievance is unresolved under clauses 16.3 or 16.4, either of the parties may notify the other in writing, within ten (10) days of the decision, of the desire to submit the difference to arbitration. The notification will contain a statement indicating the difference and the party's nominee to an Arbitration Board.
- 16.6 Within ten (10) days after receipt of the notification provided for in clause 16.5 the party receiving such notice shall inform the other party of the name of its appointee to an Arbitration Board.
- 16.7 Where appointees to an Arbitration Board have been named by the parties, the parties shall, within ten (10) days endeavour to select a mutually acceptable Chairperson for the Arbitration Board. If the parties' nominees are unable to agree upon the choice of a Chairperson they shall immediately request the Director of Mediation Services to appoint a Chairperson.
- 16.8 After a Chairperson has been selected or appointed, the Arbitration Board shall meet with the parties within twenty (20) days and shall render its decision in writing to the parties as soon as possible after the completion of the hearing.
- 16.9 The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.

- 16.10 The findings and decision of a majority is the award of the Arbitration Board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the Chairman governs and it shall be deemed to be the award of the Arbitration Board.
- 16.11 Any Arbitration Board decision shall be governed by the terms of this Collective Agreement and the Arbitration Board shall not alter, amend or change any terms of this Collective Agreement.
- 16.12 Each party to a grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chairperson.
- 16.13 All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sunday and other holidays.
- 16.14 Any of the aforesaid time limits may be extended at any stage upon the written consent of each party.
- 16.15 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor or the party filing the grievance fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned.

17. EMPLOYMENT

17.1 Transfers

- 17.1.1 The School Jurisdiction, if requesting a teacher to transfer to another school in another community, shall pay to that teacher moving expenses of \$1000, provided that the teacher finds it necessary to relocate the teacher's place of residence to the new community.

17.2 Information and Files

- 17.2.1 Newly appointed teachers may be required to present a medical certificate of good health.
- 17.2.2 The School Jurisdiction and Association recognize the advantage and acknowledge the mutual benefits to be derived from communication through the various channels that are available to them.
- 17.2.3 The School Jurisdiction shall submit proposed School Jurisdiction policies pertaining to teachers to the Executive of the Association Local No. 19 during the time which schools are operated. The Executive shall be given a minimum of four (4) weeks to provide feedback on proposed policies that pertain to teachers. The School Jurisdiction will not implement a proposed policy within the four (4) weeks.
- 17.2.4 The School Jurisdiction shall provide each teacher in their employ with a copy of the Alberta School Employee Benefit Plan explanatory

booklet, as well as the member's insurance card. A copy of the School Jurisdiction's *Policy Handbook* shall be placed in each staff room. The School Jurisdiction shall post a copy of the collective agreement on the division's website within thirty (30) days after the signing of the agreement by the Association Coordinator of Teacher Welfare.

17.3 Temporary/Probationary Teachers' Notice

17.3.1 A teacher not in receipt of a continuous contract shall, where possible, be notified, in writing, by the Superintendent of Schools forty-five (45) days prior to the end of the current school year as to whether or not the teacher will be offered a continuous contract.

17.4 Association Fees

17.4.1 The School Jurisdiction shall, through payroll deduction, collect Association fees set by by-law of the Association from each teacher covered by this collective agreement.

17.4.2 The School Jurisdiction shall remit the fees collected to the Association each month and shall provide the Association, by November 30 of each school year, with a list of teachers from whom fees have been deducted.

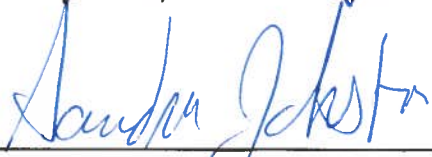
IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED this 12th day of February, 2019 A.D.

Signed on behalf of

**THE ALBERTA TEACHERS'
ASSOCIATION**



Chairperson, Teacher Welfare Committee



Coordinator, Teacher Welfare

Signed on behalf of

**PALLISER REGIONAL DIVISION
NO 26**



Chairperson, Board of Trustees



Superintendent of Schools



Deputy Superintendent

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

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

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

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

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

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

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

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

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

Letter Of Understanding #4 – Pilot Project on Professional Development

Pilot Project on Professional Development. This Letter of Understanding is made pursuant to Section 9 (Professional Development.)

The parties agree that ongoing professional development and collaboration for teachers is critical to achieving the vision of School Jurisdiction priorities and plans, school improvement plans and a teacher's individual professional growth plan. The parties also agree that the focus of this pilot project is on teaching quality and improvement of student outcomes.

The parties shall establish a joint committee within 30 days of ratification of the collective agreement to review the Professional Development clauses. The committee will be comprised of three teachers appointed by the Teacher Welfare Committee and three members appointed by the School Jurisdiction. The committee will also establish a process for evaluation, which includes the requirement for the committee to provide a written evaluation report to the Superintendent of Schools and the President of Palliser Local 19 of the Association by March 31, 2021. Costs of the committee will be shared by the Association and the School Jurisdiction.

In the event that either party wishes to serve notice that they intend to terminate the pilot project, 30 days must be provided.

EXECUTED this 9th day of March, 2018 A.D.

Letter Of Understanding #5 – Report on Unique Nature of Teaching on a Hutterite Colony

1. Palliser Regional Division No. 26 Senior Administration will meet with all Teachers on the 17 Hutterite Colonies within the division to discuss the unique nature of their teaching environments.
2. The information received will be compiled in a report.
3. The final report will be provided to all colony teachers, the Board of Trustees, and the Association Local by June 29, 2018.

EXECUTED this 9th day of March, 2018 A.D.

Letter Of Understanding #6 – Investigation of Issuing T2200A

Palliser Regional Division No. 26 will undertake an investigation into the legality of issuing T2200A to Colony Teachers for travel to their assigned location. Specifically, Palliser will pursue a written CRA ruling on this subject and provide it to teachers.

EXECUTED this 9th day of March, 2018 A.D.

APPENDIX 1

MEDICAL LEAVE CERTIFICATE FOR TEACHERS

PALLISER REGIONAL SCHOOLS NO. 26

1 Teacher's Name: _____

2. Job Title/Occupation: _____

3. The teacher was unable to work due to medical reasons beginning:

- Date _____

4. Is the patient receiving treatment? Yes ____ No ____ None required ____

5. Anticipated date of return to work:

- Date _____
- If date unknown, is the absence likely to be:
____ < 30 days ____ 30-60 days ____ 61-90 days ____ > 90 days
____ currently indeterminable

6. Anticipated date of next reassessment, if applicable: _____

7. If the teacher is ready to return to work, is he/she

- Fit and able to return to work with no restrictions? Yes ____ No ____
- Or fit and able to return to work with modified work? Yes ____ No ____

List of work-related restrictions:

Date: _____

Attending Physician: _____ (signature)
_____ (please print name)

Work Address of Physician: _____

APPENDIX 2

RETURN TO WORK CERTIFICATE FOR TEACHERS

PALLISER REGIONAL SCHOOLS NO. 26

1 Teacher's Name: _____

2. Job Title/Occupation: _____

3. Date of this return to work assessment: _____

4. Anticipated date of return to work: _____

5. Is the teacher ready to return to work:

- With no restrictions? Yes ____ No ____
- Or with modified work? Yes ____ No ____

If so, list work-related restrictions:

6. Are the restrictions temporary? Yes ____ No ____

- If temporary, please specify the anticipated length of the restriction(s) (e.g. days/weeks/months) _____
- If temporary, what is the anticipated date of the teacher's next medical appointment?

Date: _____

Attending Physician: _____ (signature)
_____ (please print name)

Work Address of Physician: _____