

# **COLLECTIVE AGREEMENT**

[Incorporating language agreed to during Central Table Teacher Collective Bargaining  
between the Teachers' Employer Bargaining Association (TEBA) and the Alberta  
Teachers' Association (Association)]

**BETWEEN**

**GRANDE PRAIRIE PUBLIC SCHOOL  
DISTRICT NO. 2357**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2016 to AUGUST 31, 2018**

This collective agreement is made this 23 of April 2019 between Grande Prairie School District No. 2357 (School Jurisdiction) and the Alberta Teachers' Association (Association).

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

WHEREAS such teachers' terms and conditions of employment *and their salaries* have been subject of negotiation between the parties.

AND WHEREAS the parties desire that these matters be set forth in an agreement to govern these terms of employment of the teachers.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

## **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.*

1.1.1 *All employees, who as a condition of their employment are required to hold a teaching certificate, shall be members of the Association.*

### **1.2 Excluded Positions**

1.2.1 Superintendent

1.2.2 Assistant Superintendent(s) and

1.2.3 Directors as may be appointed by the School Jurisdiction from time to time.

1.2.3.1 A Director is a person who is allocated District-wide duties by the Superintendent or Designate, and becomes privy to confidential information of the School Jurisdiction.

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

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

1.3.2 *has exclusive authority to bargain collectively with each School Jurisdiction on behalf of the teachers in each bargaining unit with*

*respect to local terms, and to bind the teachers by a collective agreement.*

- 1.4 *The School Jurisdiction retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.5 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.6 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.7 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.8 **Structural Provisions**
  - 1.8.1 **Teacher Trustee Liaison Committee**
    - 1.8.1.1 The parties to the Agreement recognize that the Policy Statement referring to the Teacher Trustee Liaison Committee continues in effect upon the signing of this agreement and remains in effect during the term of this Agreement. The Committee shall meet at least once per year at least once before November 30 of the given school year.

## **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 Teachers shall be paid on or before the 25th of each month by depositing their net salary in their bank account. July and August salaries will be paid on the regular June pay day upon request for those teachers who exercised that option in the previous school year.

#### 3.2 Grid

3.2.1 *All sums mentioned herein are "per annum" unless specifically stated otherwise.*

3.2.2 *Effective September 1, 2016*

<b>Years of Teacher Experience</b>	<b>Years of Teacher Training</b>			
	<b>Four</b>	<b>Five</b>	<b>Six</b>	<b>Seven</b>
0	60,706	63,755	67,270	70,796
1	64,482	67,594	71,118	74,651
2	68,257	71,430	74,966	78,505
3	72,033	75,267	78,814	82,358
4	75,807	79,101	82,660	86,214
5	79,585	82,938	86,507	90,066
6	83,358	86,774	90,354	93,922
7	87,135	90,611	94,201	97,777
8	90,911	94,447	98,049	101,629
9	94,686	98,282	101,896	105,485

### **3.3 Education**

- 3.3.1 *The evaluation of teacher education for salary purposes shall be determined by a statement of qualification issued by The Alberta Teachers' Association Teacher Qualifications Service (TQS) in accordance with the policies and principles approved by the Teacher Salary Qualifications Board.*
- 3.3.2 *The teacher commencing employment with the School Jurisdiction shall supply a statement of qualifications from the Teacher Qualifications Service at the time of entering into a contract of employment with the School Jurisdiction.*
- 3.3.3 *Until the teacher submits the TQS evaluation, the teacher shall be placed, upon receipt by the School Jurisdiction of his/her teaching experience verification, at one year below grid position claimed, or at 0 years experience, whichever is higher.*
- 3.3.4 *When a teacher commencing employment with the School Jurisdiction submits a TQS evaluation after employment has commenced, the TQS evaluation for salary purposes shall be retroactive to the date of employment, subject to the provisions of Clause 3.3.6.*
- 3.3.5 *Adjustment to evaluation due to further training will be made twice each year, October and February, for all teachers submitting an amended TQS evaluation showing that their qualifications have increased by September 1 or January 1 of each school year. If a teacher can supply evidence that conditions beyond his or her control have precluded receipt of a revised evaluation, this period shall be extended to forty-five (45) days beyond the October and February adjustment period.*
- 3.3.6 *Claims for salary adjustments shall not be considered retroactive for years prior to the school year in which the claim is initiated.*

### **3.4 Experience**

- 3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*
  - a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
  - b) *employed as a substitute teacher within the preceding five (5) years.*

- 3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 *Previously unrecognized experience gained in one school year with a School Jurisdiction may be carried over for calculation of experience increments in the following school year with that same School Jurisdiction.*
- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Jurisdiction being carried over for calculation of experience increments in the 2017-18 school year with that same School Jurisdiction.*
- 3.4.5 *A teacher shall earn an annual teaching experience increment as recognition for teaching experience up to the maximum salary as outlined in Article 3.2.2 for each school year of service with a school jurisdiction or other accredited/approved educational authorities.*
- 3.4.6 *A teacher commencing employment with the School Jurisdiction shall supply the School Jurisdiction written confirmation from the previous board(s) certifying the teaching experience with the board(s) within fifteen (15) calendar days of the commencement of employment. Until verification of teaching experience is supplied, the teacher shall be placed at the minimum experience shown on the grid. Upon the School Jurisdiction's receipt of confirmation of prior experience, the teacher's salary grid experience placement shall be adjusted retroactive to the first day of employment.*
- 3.4.7 *The adjustment date for annual teaching experience increment grid increases shall be September 1 or February 1 of each school year provided that no teacher receives more than one teaching experience increment grid increase in any given school year. Effective until August 31, 2017, accrual of subsequent increments shall commence on the adjustment date as applicable.*
- 3.4.8 *A teacher who has been under contract and has received salary for 120 equivalent full days in any given school year shall be credited with one year of teaching experience for the purpose of teaching experience increment grid increase.*
- 3.4.9 *Any teacher who has completed one year's satisfactory service under a one year term contract shall be placed on permanent staff the following year if his or her service is required by the School Jurisdiction. Notification of appointment or non-appointment must*



*be given to the teacher sixty (60) days before the end of the temporary contract.*

3.4.10 *Substitute teachers shall be eligible for a salary experience increment upon the accumulation of each 120 full days of substitute teaching.*

3.4.11 *Part-time teachers who provide teacher service under contract with the School Jurisdiction, which contract covers a period of time which includes all of the teaching days of the school year; for a minimum equivalent of 120 teaching days, shall be eligible for one teaching experience increment.*

3.4.11.1 *Effective until August 31, 2017, such teaching experience must be earned within three (3) consecutive years of full or part-time service with this School Jurisdiction. When the 120 day requirement has been met, the teacher shall not begin to accumulate credit toward another year of teaching experience.*

3.4.11.1.1 *Effective September 1, 2017, clause 3.4.3 applies and replaces 3.4.10.1.*

3.4.11.2 *Adjustment dates for increment purposes shall be September 1 and February 1 of each school year, as applicable.*

### **3.5 High School Career Technology Studies (CTS) Teachers (Grade 10-12)**

3.5.1 The purpose of this Clause is to recognize the specialized skill and training of Grade 10 to 12, CTS teachers who have journeyman trade certification or a recognized degree in Health Services and a valid Alberta Teaching Certificate/Letter of Authority. These teachers must be teaching in a trade area as outlined in the Alberta Apprenticeship Board's list of trades or Health Sciences CTS courses.

3.5.2 In the case of CTS teachers, described in 3.5.1, the School Jurisdiction shall have the right to determine the initial grid placement as they deem reasonable and necessary. The School Jurisdiction will notify the Association of any teacher who is being paid under this Clause. Initial grid placement shall be no less than:

3.5.2.1 One year of experience for each year of vocational experience as a journeyman, or professional health practitioner up to a maximum of five (5) years.

3.5.2.2 After the fifth year, one year of experience for every two (2) years of vocational experience as a journeyman or professional health practitioner.

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

### **3.6 Other Rates of Pay**

#### **3.6.1 Work Outside the School Year**

3.6.1.1 Teachers who work at the written request of the Superintendent or designate during the summer or other holidays will be given their choice of one of the options:

(a) to be paid 1/200th per day as per their placement on the grid, or

(b) to accrue lieu time, in full-day or half-day increments only, for time worked.

(c) a combination of salary and lieu time, subject to preapproval by the Superintendent or designate.

(d) Lieu time accrued for work must be utilized prior to the end of the following school year.

3.6.1.2 Summer school teachers shall be paid 1/200 per day as per their placement on the grid.

### **3.7 Other Allowances**

#### **3.7.1 Teacher Convention Honorarium**

3.7.1.1 A teacher who is engaged by the Convention Association, as a speaker, shall be entitled to retain any honorarium and/or stipend provided by the Convention Association.

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

In addition to the basic salary rate as set forth in 3.2.2 above, there shall be paid an administration allowance in accordance with the following schedule:

#### **4.1 Administration Allowances**

##### **4.1.1 Principal Allowance**

4.1.1.1 The parties agree to an administrator allowance formula with a base of \$17,850 per school, an additional \$10 per student, and an additional \$100 per FTE staff, based on September 30 student and FTE Staff counts.

##### **4.1.2 Vice Principal Allowance**

A Vice-Principal shall be paid fifty percent (50%) of the Principal's Allowance.

##### **4.1.3 Coordinator Allowance**

4.1.3.1 As appointed by the Superintendent, a Coordinator shall receive \$4,412 per appointment.

##### **4.1.4 Administration Allowances – structure**

4.1.4.1 Where a school's September 30th enrolment and staff count increases, a Principal or Vice-Principal's allowance will be adjusted accordingly.

#### **4.2 Red Circling**

4.2.1 Where a school's September 30th enrolment and staff count experiences a decrease less than or equal to ten percent (10%) of the previous year's September 30th enrollment, a Principal and Vice-Principal's allowance will not be adjusted.

##### **4.2.2 School Jurisdiction Initiated Transfer of Administrators**

Notwithstanding any other provision of this collective agreement where a Principal or Vice-Principal:

- (a) is required by the School Jurisdiction to transfer to another school or to another Principal's position;
- (b) has a designation of Principal or Vice-Principal maintained by the School Jurisdiction; and
- (c) such transfer results in a lower allowance calculation under this collective agreement;

the School Jurisdiction agrees to maintain the annual allowance being received at the time of the transfer until such time as the provisions of this collective agreement entitle the Principal or Vice-Principal to an annual allowance which is more than that being received at the time of the School Jurisdiction initiated transfer.

#### **4.2.3 School Jurisdiction Initiated Transfer of Students**

Notwithstanding any other provision of this collective agreement where student transfers by the School Jurisdiction result in a school's enrollment being lowered, the School Jurisdiction agrees to maintain the annual allowance being received for a period of not more than three years.

### **4.3 Acting Administrators – Compensation**

- 4.3.1 In addition to their regular salary, substitute administrators will be paid, per day worked as a substitute administrator, 1/200th of the allowance of the administrator being replaced.

### **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 Administrator Lieu Days**

4.5.1.1 The School Jurisdiction will provide to school-based Principals two (2) paid leave day(s) per school year, to be taken at a time mutually agreeable to the Principal and the Superintendent or designate, with the cost of a substitute replacement, if necessary, covered by the school budget.

4.5.1.2 The School Jurisdiction will provide to Vice-Principals two (2) paid leave day per school year, to be taken at a time mutually agreeable to the Vice-Principal and the Principal of the school, with no provision for substitute replacements.

##### **4.5.2 Administrators' Job Postings**

4.5.2.1 Administrative positions will be advertised for no less than seven (7) calendar days.

#### **5. SUBSTITUTE TEACHERS**

##### **5.1 Rates of Pay**

5.1.1 *The substitute teacher rates of pay are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

*A substitute teacher shall be paid as follows:*

*\$232.00 per day of teaching inclusive of holiday pay*

*\$116.00 per half day of teaching inclusive of holiday pay.*

##### **5.2 Commencement of Grid Rate**

5.2.1 *Number of days to go on grid: Notwithstanding Clause 5.1, a substitute teacher who substitutes for the same teacher or in the same assignment for a period of more than five (5) consecutive days shall be paid according to the teacher's grid placement as per Clause 3.2.2 commencing with the sixth day of the assignment.*

5.2.1.1 *For the purpose of this Clause, substitute teachers with less than four (4) years training will be compensated as though they had four (4) years training.*

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

### **5.3 Other Substitute Teacher Conditions**

#### **5.3.1 Cancellation of Assignment**

5.3.1.1 When a substitute teacher has accepted employment, such employment shall not be cancelled without 24-hour notice. Where the anticipated employment is greater than one day the second and subsequent days may be cancelled with 24-hour notice. Where possible, substitute teachers cancelling a job are also required to give 24-hour notice.

## **6. PART TIME TEACHERS**

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

### **6.2 Part-time Teachers Salaries**

6.2.1 *A part-time teacher shall be paid a salary equal to the percentage of his/her teaching time compared to that of a full-time teacher.*

### **6.3 Other Part-time Teacher Conditions**

#### **6.3.1 Movement Between Part-Time and Full-Time Assignment**

6.3.1.1 Any teacher employed on a full-time (1.00 FTE) continuous contract who agrees to employment on a part-time contract shall be given a part-time continuing contract for an agreed upon period and, notwithstanding Section 103 (2) of the School Act, that contract shall be for a specified portion of a full-time equivalent which shall not be varied except by consent.

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

6.3.1.3 The teacher shall be returned to a mutually agreed on position or returned to the position held prior to the part-time teaching assignment. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training. Should the teacher continue in the part-time position beyond one year, when returning to a full-time position shall be placed in a position commensurate with the teacher's experience and training.

### **6.3.2 Job Sharing**

6.3.2.1 In the event two teachers currently employed by the School Jurisdiction, with at least one being a full time teacher, wish to share one full time teaching position, the following shall apply:

(a) The full time equivalent of the teachers sharing a full time position shall not exceed one full time equivalent assignment based on assigned minutes consistent with other full time assignments in the school in which they teach.

(b) Articles 3.4.10, 6.2.1, and 6.3.1 do not apply to any teachers who are job sharing.

(c) A proposal signed by both teachers shall be provided to the principal, no later than May 1 of the school year immediately preceding the year in which the job sharing is to take place.

(d) For each job sharing teacher, the School Jurisdiction shall pay full Alberta Health Care and Alberta School Employee Benefit Plan or alternative premiums under Article 7 and full health Spending account entitlements under Article 7.3, but all other benefits will be prorated, based on the percentage of assigned time for each of the teachers which, in any event, cumulatively cannot exceed 100 percent (100%).

(e) The teacher, when returning to his/her initial status, shall be returned to a mutually agreed on position or returned to the position held prior to the job sharing assignment. Should the previous position no longer exist, or failing mutual agreement as to placement, the teacher shall be placed in a position that is commensurate with the teacher's experience and training.

6.3.2.2 Teachers participating in job sharing shall be paid a portion of their grid salary proportionate to the percentage of the full time position assigned to each teacher.

6.3.2.3 Approval of a job sharing assignment is subject to the needs of the school and the approval of the Superintendent.

## **7. GROUP BENEFITS**

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

#### **7.1.1 *Alberta School Employee Benefit Plan (ASEBP) Extended Health Care Plan I***

*The School Jurisdiction shall contribute to the monthly premium payable per teacher to a maximum:*

Single - 100%

Family - 100%

#### **7.1.2 *ASEBP - Vision Care Plan 3***

*The School Jurisdiction shall contribute to the monthly premium payable per teacher to a maximum:*

Single - 100%

Family - 100%

#### **7.1.3 *ASEBP - Dental Care Plan 3***

*The School Jurisdiction shall contribute to the monthly premium payable per teacher to a maximum:*

Single - 100%

Family - 100%



#### **7.1.4 Alberta Health Care Premium**

7.1.4.1 The School Jurisdiction's contribution to Alberta Health Care shall be a rate of 100 percent for each enrolled employee's premium.

#### **7.1.5 Alternate Provider**

7.1.5.1 *The School Jurisdiction may, subject to the letter of Understanding on Alternate Provider, provide benefit plans equivalent to the named ASEBP plans. Equivalent shall mean at least the same level of benefit coverage and appeal processes.*

### **7.2 Group Benefits Eligibility**

7.2.1 Membership in group insurance plans operated by the ASEBP shall be a condition of employment of all eligible employees. The School Jurisdiction's payment to the ASEBP Schedule II Life and Plan "D" ASEBP extended disability benefit covering teachers employed by the School Jurisdiction shall be up to the maximum monthly premium payable.

#### **7.2.2 ASEBP When on Voluntary Leave of Absence**

- (a) A teacher who has been approved for a professional improvement leave under Article 9.3 (Professional Improvement) or Article 9.4 (Early Leave) shall continue to receive benefits under Article 7 during the term of the leave.
- (b) In a circumstance where the benefit plan provider determines that the teacher is not eligible for benefits while on a professional improvement leave, the School Jurisdiction shall pay to the teacher the cash equivalent of the applicable benefit plan premiums/contributions as per Article 7.1 for the duration of the leave.

### **7.3 Health Spending Account**

7.3.1 *The School Jurisdiction shall contribute \$720.00 per teacher per school year, for the use of the teacher, his/her spouse and dependents, to an ASEBP, Health Spending Account (HSA). Contributions shall be provided on a quarterly entitlement basis with twenty-five percent (25%) of the annual contribution being contributed each and every subsequent quarter (May 31st, August 31st, November 30th, and February 28th). Individual teachers who have a continuing, probationary, temporary or interim contract, including teachers under contract but on leave, such as sabbatical,*

*medical or maternity leave, shall be eligible to receive a quarterly contribution provided they have a contract of employment during the contribution period.*

- 7.3.2 *The unused balance will be carried forward to the extent permitted by the Canada Revenue Agency (CRA). Teachers leaving the employ of the School Jurisdiction for any reason will forfeit any remaining balance.*

#### **7.4 Other Benefits**

##### **7.4.1 Northern Medical Benefit**

- 7.4.1.1 The School Jurisdiction will agree to provide the sum of \$5400 in box 32 of Northern Travel Benefit on the T4 and designate \$1400 in box 33 for Northern Medical Benefit.
- 7.4.1.2 For those teachers who are eligible as per the *Income Tax Act*, \$5400 of the annual salary as set out in Article 3.2.2 in the agreement shall be considered to be a Travel and Northern Medical Benefit paid in a prescribed zone as defined by *Income Tax Act* and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the School Jurisdiction and shall be in accordance with the provision set by the Canada Revenue Agency (CRA).

##### **7.4.2 Employment Insurance Premium Reduction**

- 7.4.2.1 It is agreed between the parties that the provisions contained in the Collective Agreement shall permit the School Jurisdiction to retain and not pass on to teachers any reduction of premium otherwise required under the Canada Employment and Immigration Commission effective January 1, 1978.

##### **7.4.3 Benefit Entitlements for Teachers on Pension**

Retired teachers under the Article would receive HSA as per Article 7.3.

#### **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 Noon Hour Supervision**

- 8.3.1.1 *A school staff may implement a noon hour supervision program on a non-profit or cost recovery basis.*

### **8.4 Extracurricular Activities**

- 8.4.1 *The parties recognize the value of extra-curricular activities including the participation of teachers. However, teacher participation in extra-curricular activities is voluntary. Should a teacher decide to participate in such activities the teacher will not be paid for such service.*

## **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 Funds**

- 9.2.1 *The School Jurisdiction supports the professional development of teachers in its employ and specifically requests that teachers*

continuously seek to improve their professional qualifications, practices, and abilities by taking courses for that purpose.

9.2.2 Annually the School Jurisdiction shall contribute 2 ½ times category 4 max (as indicated in Clause 3.2.2) to a Professional Development Fund. All unexpended monies shall accrue to the fund for use in the following or subsequent years.

9.2.3 Applications for tuition reimbursement or the reimbursement of registration cost for non-credit courses, as described below, from the Professional Development Fund may be submitted in any year by teachers currently employed by the School Jurisdiction. Applications will be accepted for:

(a) Tuition reimbursement for university credit courses.

(b) Reimbursement for the registration cost of non-university credit courses, pre-approved prior to registering in the course by the Superintendent or designate.

(c) Professional Improvement Leaves as per Clause 9.3.

9.2.4 Professional Improvement Leave (PIL) shall mean a leave of absence granted by the School Jurisdiction for the purpose of study approved by the School Jurisdiction for improving the teacher's professional qualifications, practices, and abilities.

**9.2.5 The Professional Development Fund Committee**

9.2.5.1 The Professional Development Fund Committee shall be composed of two teacher representatives, selected by the Association Local Teacher Welfare Committee (TWC), a Board member who shall sit as chair of the committee, and a member of the School Jurisdiction's senior education administration team. Should the Professional Development Fund Committee vote be tied, final adjudication will be by local TWC Chair.

**9.2.6 Procedures for Tuition Reimbursement for University Credit Courses**

9.2.6.1 To be eligible for reimbursement for university credit courses, tuition and other compulsory fees, excluding textbooks, taken for the purpose of improving their professional qualifications, practices and abilities, teachers must be actively employed (including maternity or professional improvement leave) by the School Jurisdiction during the completion of the course and at the time of

submission. Teachers may submit for reimbursement of fees for university credit courses with a completion date occurring in the 12-month period immediately preceding September 30th. As part of their submission, teachers must submit evidence of successful completion of each course.

#### **9.2.7 Procedures for of Approval Non-University Credit Courses**

9.2.7.1 Teachers seeking reimbursement of registration costs for non-university credit courses intended for the purpose of improving their professional qualifications, practices, and abilities shall make a written submission outlining their intent to the Professional Development Fund Committee, as referred to in Clause 9.2.5, for approval prior to registering in the course. The Professional Development Fund Committee will review the submissions and assess the merit of each request on the basis of the potential benefit to the teacher and the School Jurisdiction in terms of the teacher's professional qualities, practices, and abilities. The Professional Development Fund Committee shall notify the teacher regarding the disposition of their application within 30 days of having received the application.

9.2.7.2 To be eligible for reimbursement of registration costs for non-university credit courses pre-approved by the Professional Development Fund Committee, teachers must be actively employed (including maternity or professional improvement leave) by the School Jurisdiction during the completion of the course and at the time of submission. Teachers may submit for reimbursement registration costs for non-university credit courses with a completion date occurring in the 12-month period immediately preceding September 30th. As part of their submission, teachers must submit evidence of successful completion of each course.

#### **9.2.8 Deadline for Requests for Reimbursement**

9.2.8.1 The deadline for submission of claims for reimbursement of tuition fees for university credit courses and for registration fees of non-credit courses pre-approved by the Professional Development Fund Committee is September 30th of each year. All submissions must be made to the Superintendent or designate, who shall submit all requests for reimbursement in their entirety to the Professional Development Fund Committee by October 15.

#### **9.2.9 Reimbursement of Fees**

9.2.9.1 Teachers shall receive payment by November 30th for requests approved by the Professional Development Fund Committee, as per the guidelines in Article 9.2, to a maximum of \$5000 per teacher per 12-month period.

### **9.3 Professional Improvement Leave**

The Professional Development Fund Committee will determine the number of Professional Improvement Leaves to be granted for the following year by November 30 of that year. The number available will be based on the amount of funds remaining in the Professional Development Fund account following the reimbursement of tuition and non-credit course registration fees.

#### **9.3.1 Procedures for Professional Improvement Leave**

To be eligible for Professional Improvement Leave (PIL), the teacher shall have served the School Jurisdiction for a minimum of five (5) years prior to the year in which they submit their request for leave.

The Professional Development Fund committee shall review all applications for PIL and assess the merit of each application in relation to the following factors:

- (a) The contribution made by the applicant to the School Jurisdiction and to the profession,
- (b) The benefit of the applicant's chosen form of study in terms of their professional qualities, practices, and abilities, as well as the relevant value of the content of their chosen form of study to the School Jurisdiction,
- (c) The applicant's length and continuity of service to the School Jurisdiction, and
- (d) The length of service since a previous PIL was granted to the applicant.

#### **9.3.2 The written application for PIL shall include the following:**

- (a) A response to the factors considered by the committee as referenced in Clause 9.3.1.
- (b) Requested start date and length of leave. Leave shall normally be for a period of one school year. Leave to participate in university courses may be granted for shorter periods on a prorated basis.

All applications shall be submitted in writing to the Superintendent or designate by:

(a) January 23, for requests for leave for a full school year.

(b) March 1 for short-term leaves.

- 9.3.3 The Superintendent or designate shall submit all applications for PIL to the Professional Development Fund Committee within 10 school days of the deadline for application. A Professional Development Fund Committee meeting shall be convened at the earliest possible instance to review submissions.

If an interview is necessary for the purpose of seeking clarification of any request for PIL, interviews shall be conducted by the committee at their earliest convenience.

The committee shall make decisions regarding reimbursement. In the event of a tie vote within the committee, the Superintendent or designate shall make the final determination.

Responses to applicants shall be made within 20 days of the deadline for application or interview, whichever is later.

- 9.3.4 Applicants who are granted leave will be reimbursed according to the Collective Agreement in effect for the year in which they are on leave.

- 9.3.5 A teacher granted PIL shall receive 75 per cent of his or her grid placement at the time of leave. Salary is payable in accordance with Articles 3.2.2 and 9.3.

- 9.3.6 A teacher who is granted PIL shall return to duties following the conclusion of the leave for a period of at least two (2) years.

- 9.3.7 If a teacher does not return to duties following the leave, then the salary together with all benefits and premiums paid by the School Jurisdiction on behalf of the teacher during the leave, with interest accruing from June 30 of the leave year at the prime rate of bank interest per cent per annum, shall be repaid by the teacher.

- 9.3.8 Except as provided in Clause 9.3.9, when a teacher who returns to the School Jurisdiction and has commenced fulfillment of the return commitment, fails to complete that commitment, then the salary, benefit premiums paid by the School Jurisdiction to, or on behalf of, the teacher during the leave period in proportion to that portion of the commitment which is incomplete, shall be repaid by the teacher as provided in Clause 9.3.7.



- 9.3.9 Notwithstanding the foregoing, in the case of illness of the teacher or other circumstances, the School Jurisdiction may postpone or cancel the period of teaching service prescribed in Clause 9.3.6 and may provide terms for the payment of any sums owed to the School Jurisdiction by the teacher who has not commenced or completed the period of teaching service.
- 9.3.10 A period of PIL shall be considered as equal to a period of classroom service for the purpose of determining service and salary status.
- 9.3.11 For a full year PIL, for the purpose of scheduling, the teacher on leave shall advise the School Jurisdiction of their preferred assignment by completing the School Jurisdiction Staff Intent Form while they are on leave.
- 9.3.12 A teacher shall return to a mutually agreed upon position or to the position occupied at the commencement of the leave. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training.

#### **9.4 Early Leave**

- 9.4.1 Early leave shall be granted by the School Jurisdiction upon application for study at university or other institutions providing courses acceptable to a committee composed of two (2) teacher representatives selected by the Association Local Teacher Welfare Committee (TWC) and two (2) School Jurisdiction representatives.
- 9.4.2 A written application under this Clause shall be made through the Superintendent to a committee composed of two (2) teacher representatives selected by the Association Local TWC and two (2) School Jurisdiction representatives, which shall determine if the leave is granted.
- 9.4.3 Not more than four (4) leaves shall be granted in the same school year. All applications will be reviewed by the committee outlined in Clause 9.2.5. Applications for leave shall be submitted by October 1 or March 1. The committee shall submit to the School Jurisdiction a list of recommended applicants, designating candidates by merit, after considering the seniority and qualifications of each applicant and the interest of the school system. All applicants shall be notified of the School Jurisdiction decision within one (1) month.
- 9.4.4 A teacher shall have deducted 1/200th of regular annual salary per day of leave, and shall be paid 1/200th of seventy-five percent (75%) of his/her grid placement at time of leave per day of early leave.

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

- 10.1 *Annual sick leave with pay shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment due to accident, sickness or disability for ninety (90) calendar days.*
- 10.2 *A teacher who has been absent due to medical disability shall upon return to duty, be entitled to an additional sick leave benefit in the current year of ninety (90) calendar days.*
- 10.3 *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness shall be required to present a signed statement giving the reason for such absence and, if the absence is for a period of more than five (5) consecutive days, may be required to present a medical certificate. For absences of a period in excess of thirty (30) calendar days the employee may, at the discretion of the School Jurisdiction, be called upon to furnish a further medical certificate at the end of each month during the duration of the sick leave.*
  - 10.3.1 *Where the School Jurisdiction requires a teacher to have the School Jurisdiction medical certificate or functional abilities form completed by a physician, fees charged by the physician for providing this documentation will be paid for by the School Jurisdiction.*
  - 10.3.2 *The School Jurisdiction agrees that if it changes its medical certificate or its functional assessment form in its Administrative Procedures, it will advise the Association.*

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

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

#### **11.1.1 *Maternity Leave***

- 11.1.1.1 *Teachers are entitled to maternity leave for a maximum period of 15 weeks commencing on a date of their choosing.*
- 11.1.1.2 *Whenever possible, written notice of intent to take such leave must be forwarded to the superintendent or designate at least six (6) weeks prior to commencement of the leave.*
- 11.1.1.3 *The School Jurisdiction shall pay the portion of the teacher's benefit premiums specified in Article 7.1 of this Collective Agreement for the duration of the maternity leave.*

11.1.1.4 *The School Jurisdiction shall implement a supplemental unemployment benefits (SUB) plan which shall provide teachers on maternity leave with ninety-five percent (95%) of gross salary during the health related portion of the leave. A teacher, who is not eligible for Employment Insurance Benefits, is entitled to access sick leave in accordance with Article 10 of this Collective Agreement for the duration of the health related portion of the maternity leave.*

11.1.1.5 *At least four (4) weeks prior to the date on which the teacher intends to return to work, written notice must be forwarded to the superintendent or designate.*

11.1.1.6 *Following the leave, a teacher shall be returned to a mutually agreed upon position or to the position held at the commencement of the leave. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training.*

#### **11.1.2 Adoption/Parental Leave**

11.1.2.1 *Upon request, the School Jurisdiction shall grant adoption/parental leave for a period of up to one (1) year. Adoption/parental leave which does not exceed thirty (30) consecutive days shall be leave without payment of salary. Adoption/parental leave which exceeds thirty (30) consecutive days shall be leave without payment of salary and without contributions by the School Jurisdiction to benefits.*

*(a) Whenever possible, written notice of intent to take such leave must be forwarded to the superintendent or designate at least six (6) weeks prior to the commencement of the leave.*

*(b) At least four (4) weeks prior to the date on which the teacher intends to return to work, written notice must be forwarded to the superintendent or designate.*

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

11.1.2.3 *Following the leave, a teacher shall return to a mutually agreed upon position or to the position occupied at the commencement of the leave. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training.*

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

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

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

### **12.1 Short-term Personal Leave**

- 12.1.1 *Leave with pay for up to two (2) days per school year, for personal reasons, shall be granted upon notification to the Superintendent or designate. These days shall be granted with no deduction to the teacher's salary. Unused days referred to in this Clause shall accumulate to a maximum of five (5) days.*

- 12.1.2 *Leave with pay for up to one (1) day per school year, for personal reasons, shall be granted upon written notification to the Superintendent or designate. An amount equal to the salary paid to the substitute teacher hired as a replacement as defined in Clause 5.1.1 shall be deducted from the teacher's salary.*
- 12.1.3 *Leave with pay for up to one (1) day per school year, for personal reasons, shall be granted upon written notification to the Superintendent or designate. An amount equal to half the cost of a substitute teacher as defined in Clause 5.1.1 shall be deducted from the teacher's salary.*
- 12.1.4 *Leave with pay for up to one (1) day per school year, for personal reasons, shall be granted upon written notification to the Superintendent or designate. An amount equal to the cost of a substitute teacher as defined in Clause 5.1.1 shall be deducted from the teacher's salary.*
- 12.1.5 Personal leave days under Articles 12.1.1 - 12.1.4 may be taken in any order.
- 12.1.6 No more than two (2) Personal Days shall be taken from May 1 to June 30. Exceptions to this practice may be granted by the Superintendent or Designate upon written application.
- 12.1.7 Requests for leaves under this Clause shall not be used to extend Summer, Christmas or Easter/Spring breaks. Leaves that coincide with the aforementioned breaks, but are not for the purpose of extending the breaks, *may be granted by the Superintendent* upon written application.

## **12.2 Long-term Personal Leave**

- 12.2.1 *On written application, the School Jurisdiction through the Superintendent may grant personal leave. Personal leave which does not exceed thirty (30) consecutive days shall be leave without payment of salary. Personal leave which exceeds thirty (30) consecutive days shall be leave without payment of salary and without contributions by the School Jurisdiction to benefits and health spending account.*
- 12.2.2 *After a minimum of five (5) years' service with the School Jurisdiction a teacher may take a one school year's leave of absence without pay and without School Jurisdiction contributions to benefits. Notice shall be given by April 30th and the response shall be given by the School Jurisdiction before May 15 of the year in which the leave commences. Following the expiration of the*

*leave, the teacher shall be returned to a mutually agreed upon position or to the position occupied at the commencement of the leave. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training. No more than five (5) teachers shall receive such leave in one school year. A period of leave of absence which has been used to attend full-time University shall be considered as equal to a period of classroom service for the purpose of determining service and salary status. Proof of enrollment and program engagement must be submitted prior to September 30 following the year of leave.*

- 12.2.3 *Where there is an agreement between the teacher and the School Jurisdiction to extend the leave of absence, that teacher shall, at the termination of the leave, be returned to a mutually agreed upon position or the teacher shall be placed in a position commensurate with the teacher's training and experience.*

### **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**

### **14.1 Compassionate Leave**

14.1.1 Leave necessitated by the critical illness or death of a spouse, child, grandchild, parent, grandparent, brother, sister, nephew or niece, of an employee or their spouse; or other relatives who are members of the employee's household; or other persons at the discretion of the Superintendent shall be granted leave with pay by the School Jurisdiction as follows:

(a) Up to and including five (5) days for critical illness.

(b) Up to and including five (5) days for death.

14.1.2 Leave necessitated by the critical illness or death of an aunt, uncle; aunt or uncle of spouse; shall be granted leave with pay by the School Jurisdiction as follows:

(a) One (1) day for critical illness.

(b) One (1) day for death.

14.1.3 At the Superintendent's discretion, a maximum of two (2) extra days for travel may be allowed. The cost of the substitute shall be paid by the School Jurisdiction.

### **14.2 Family Needs Leave**

14.2.1 Up to six (6) days leave with pay shall be granted annually to a teacher to care for immediate family members who are ill or require out of town medical or dental treatment. [This clause expires August 31, 2017].

14.2.2 Effective September 1, 2017, in any one school year, six (6) days with pay and benefits will be provided for the care of an ill family member, make arrangements for medical care of a family member, travel for out of town medical or dental treatment, attend to other legal or business issues necessary for long-term or emergent support of a family member. Where possible, the teacher will provide written notice to the School Jurisdiction.

- 14.2.3 Immediate family members shall be defined as the employee's spouse, child, parent or other individual for whom the employee is the legal guardian or appointed caretaker.

**14.3 Leave for Child's Arrival**

- 14.3.1 A teacher shall be granted up to a maximum of three (3) days paid leave for the purpose of completing the necessary documentation and requirements involved in the adoption and receipt of a child.
- 14.3.2 In the event of the spouse of an employee giving birth to a child, three (3) days with pay shall be granted to the employee and this leave shall be taken within fourteen (14) calendar days of the birth.

**14.4 Attendance At Court**

- 14.4.1 Leave of absence with pay shall be granted to a teacher:
- (a) For jury duty or any summons related thereto.
  - (b) To answer a subpoena or summons to attend any court proceeding as a witness in a cause other than a teacher's own.

**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**

The School Jurisdiction and the Association recognize that resolution of issues arising out of the application of this Collective Agreement shall be earnestly worked towards at the school or site level by the teacher and with their direct supervisor, or with the appropriate employee of the School Jurisdiction. Should resolution be unsuccessful, the grievance procedure shall be used to address issues.

### **16.1 Step A**

16.1.1 Any difference between a teacher covered by this agreement and the School Jurisdiction shall first be discussed between the teacher and direct supervisor, or with the appropriate employee of the School Jurisdiction, within 10 school days from the date of the incident giving rise to the grievance, or from the date the teacher would have had reasonable knowledge of the incident, whichever is later. No stoppage of work or refusal to perform work shall occur.

### **16.2 Step B**

16.2.1 If the teacher is not satisfied with the resolution by the direct supervisor, or the appropriate employee of the School Jurisdiction, the teacher shall have ten (10) school days to communicate in writing the statement of the nature of the grievance to the Chairman of the Teacher Welfare Committee (TWC) and the Assistant Superintendent assigned to Human Resources. The written communication shall set out the nature of the grievance, the Articles of this agreement which it is alleged have been violated, and the remedy sought.

16.2.2 Unless mutually agreed, the Grievance Committee shall meet with the teacher within ten (10) school days of the referral. Teachers may at their own discretion have a representative of the Association present.

16.2.3 The Grievance Committee shall be the Secretary-Treasurer, Assistant Superintendent assigned to Human Resources and other designates of the Superintendent, as required.

### **16.3 Step C**

16.3.1 Within ten (10) school days of the decision of the Grievance Committee, either party may by written notice require the establishment of an Arbitration Board. Each party shall appoint one member as its representative on an Arbitration Board and the two members so appointed shall endeavor to select an independent

Chairperson. If they fail to do this they shall apply to the Director of Mediation Services to select a Chairperson.

- 16.3.2 This Arbitration Board shall determine its own procedure and its decision will be final.
- 16.3.3 This Arbitration Board shall not change, modify or alter any of the terms of this agreement.
- 16.3.4 Each party shall bear the cost of their nominee and shall share equally the cost of the arbitrator.
- 16.3.5 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Timelines are mandatory unless mutually agreed otherwise. If the teacher or Association fails to comply with the provisions of the grievance procedures, the grievance shall be considered abandoned. If the School Jurisdiction fails to comply with the grievance procedure, the teacher or Association may advance the grievance to the next step of the grievance procedure. Time limits may be extended by mutual agreement of both parties.
- 16.3.6 At any stage in the grievance process either party may suggest mediation, and upon mutual agreement a mediation process can be used. Decisions of the mediator are non-binding on either party, nor do they preclude continuing with the grievance process. Selection of a Mediator will be by mutual agreement and costs will be shared equally.

## **17. EMPLOYMENT**

### **17.1 Information and Files**

- 17.1.1 Upon two days' notice a teacher shall have access to his/her personnel file.

### **17.2 Parking**

- 17.2.1 Parking/Plug-ins - parking, including plug-ins, shall be at no cost to the teacher.

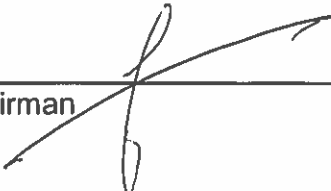
IN WITNESS WHEREOF, the parties have executed this Agreement this 23<sup>rd</sup> day of April, 2019.

*The Alberta Teachers' Association*


  
\_\_\_\_\_  
Chairperson, Negotiating Subcommittee

\_\_\_\_\_  
Coordinator, Teacher Welfare

*The Board of Trustees*

  
\_\_\_\_\_  
Chairman

*Grande Prairie School District No 2357*

  
\_\_\_\_\_  
Secretary-Treasurer

**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 Days	Non Instructional Days	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 employers and unions listed in Clause 1.1 of this Letter of Understanding.

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



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

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

### **Letter of Intent 2017-2019 Calendar Agreement # 1**

*The compressed school year guidelines identified in the centrally negotiated Memorandum of Agreement, shall apply regarding the mix of operational, instructional, and non-instructional days.*

#### ***Professional Learning Days***

*Professional learning days exist within the calendar to support teacher and school improvement. Improvement in teacher growth and student achievement is supported by professional development opportunities that recognize teacher autonomy. These are supported by School Jurisdiction professional development opportunities, focused school improvement planning and teacher engagement in an evidence based Professional Learning Community (PLC) approach. A balance of these practices is required to achieve the goals for GPPSD students.*

*Professional learning days will consist of six (6) hours of time on task, equally divided, tentatively scheduled as followed:*

*AM: 8:30am – 11:30am Professional learning as directed by school administration.*

*PM: 12:00pm – 3:00pm Teacher engaged in collaborative professional learning using an evidence based professional learning cycle model.*

*Professional learning is structured time for teachers to engage with their team in a learning community using an evidence based PLC model. This includes an expectation that the work of the PLC aligns with identified student needs and priorities and operates with the support of school administration.*

*It is recognized that on occasion, a professional learning opportunity coordinated by the school may require more than a dedicated half day. Where this situation exists, school administration will ensure that a subsequent professional learning day will be free from school directed activities and be dedicated to teacher professional learning time to an equivalent number of hours. Consideration may be given to switching the morning and afternoon sessions.*

*For the 2017 /2018 school year, any imbalances between school directed activities and collaborative professional learning will be equalized by June 2018.*

*To ensure each school's ratios of school directed activities and collaborative professional learning are balanced, the School Jurisdiction will provide the Association with a summary of activities at each school site for the duration of pilot.*

*The pilot project will be evaluated by June of 2018. If both parties do not agree to continue the pilot after the evaluation of the program, the Letter of Intent - School Year. shall apply. Notice of the desire to terminate the pilot will be provided by December 2018.*

**Letter of Intent #2 School Year**

*The School Jurisdiction will establish a school year based on the following:*

*The school year shall consist of a maximum of 188 instructional days and 10 non-instructional days. The non-instructional days shall be allocated for purposes of teacher convention, teacher professional development, parent-teacher conferences, and staff organization days.*

**Letter of Intent #3 Alternate Provider**

*The School Jurisdiction shall provide the Association with notice of intent to change benefit provider one (1) year before the effective date of the new plan. Such notice shall include a copy of all proposed plan documents.*

*Any alternate plan must have an ongoing equivalence subject to agreement by the parties regarding any divergence.*

*The School Jurisdiction shall immediately notify the Association of any changes to the alternate plan and provide proof of continued equivalency.*

*The Association shall provide the School Jurisdiction with notification of any changes to the ASEBP plans. The School Jurisdiction shall, within three (3) months of receiving the notice, provide proof of equivalency.*