

# **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**

**THE NORTHLAND SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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This collective agreement is made this \_\_\_\_ of \_\_\_\_\_ 20\_\_ between The Northland School Division (School Division) and the Alberta Teachers' Association (Association).

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

*Effective February 21, 2020, the whereas statement above is repealed and replaced by the following whereas statement:*

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

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

WHEREAS, the parties desire that these matters be set forth in an Agreement concerning the terms of employment of the said teachers to enhance instruction in schools.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises and of the mutual and other covenants herein contained, with nothing further implied, 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 Division excepting those positions agreed to be excluded in local bargaining between the School Division and the Association.*

*Effective February 21, 2020, clause 1.1 above is repealed and replaced by the following clause:*

- 1.1 *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the School Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the School Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*

- 1.2 Excluded Positions: Notwithstanding Article 1.1, employees holding the title of Director, Supervisor or Superintendent shall be excluded from this Agreement.
- 1.3 *Effective February 21, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
- 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
- 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 Role of TEBA (Effective February 21, 2020)**
- 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Divisions in any agreement with respect to central terms.*
- 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
- 1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms*
- 1.6 *The School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- Effective February 21, 2020, clause 1.6.1 below will expire:*

1.6.1 *Except as may be abridged by the terms hereof, the management of the school system and the staff is reserved and vested in the School Division and their appointed executive officers.*

1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*

1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*

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

## **1.10 Structural Provisions**

### **1.10.1 Committees**

1.10.1.1 The parties agree to establish two committees, the Teaching and Learning Committee and the Attraction and Retention Committee, to facilitate communication between the School Division and the Association.

#### **Teaching and Learning Committee**

1.10.1.1.1 The Teaching and Learning Committee will examine and propose ideas for the improvement of teaching and learning, inclusive of, but not restricted to: examining and providing feedback for proposed School Division policy and exploring innovative professional practices specific to Northland schools. The Teaching and Learning Committee will also be consulted during the drafting of school calendars and have an opportunity to provide feedback to the School Division.

#### **Attraction and Retention Committee**

1.10.1.1.2 The Attraction and Retention Committee will explore ways to enhance the experience of teacher employment in Northland. This is inclusive, but not restricted to: teacher wellness, housing, isolation and the experience of cultural immersion. The Attraction and Retention Committee will also

have the opportunity to review and provide input to any proposed changes to Administrative Procedure 508.

1.10.1.2 The committees will have equal representation from the Association and School Division and will range in size from four to eight members in total. Each party will be responsible for naming their own representatives and for their own expenses.

1.10.1.3 Each committee will be responsible for drafting and reviewing their terms of reference on a regular basis.

1.10.1.4 The committees will meet no less than twice a year. The first meeting of the committees will occur no later than November of any school year.

1.11 *Effective February 21, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

2.1 *The term of this collective agreement is September 1, 2018 to August 31, 2020. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2020.*

### **2.2 List Bargaining**

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

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

### **2.3 Central Matters Bargaining**

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

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

## **2.4 Local Bargaining**

- 2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Division or the Association must be served after, but not more than 60 days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*
- 2.4.2 *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

## **2.5 Bridging**

- 2.5.1 *Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until*
- a) a new collective agreement is concluded, or*
  - b) a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*
- 2.5.2 *If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.*

## **2.6 Meet and Exchange**

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

- 2.6.2.1 At the first meeting, following serving notice to amend the Agreement, each party shall submit to the other, specific amendments to be considered during collective bargaining.
- 2.6.2.2 Bargaining shall be limited to the written items contained in the two (2) lists of amendments, unless both parties mutually agree to negotiate additional amendments.

## **2.7 Opening with Mutual Agreement**

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

## **2.8 Provision of Information (Effective until February 20, 2020)**

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division shall provide to the Association at least once each year no later than October 31, a list of its teachers who are members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.*
- 2.8.2 *Each School Division shall provide the following information to the Association and to TEBA annually:*
  - a) *Teacher distribution by salary grid category and step as of September 30;*
  - b) *Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
  - c) *Most recent School Division financial statement;*
  - d) *Total benefit premium cost;*
  - e) *Total substitute teacher cost; and*
  - f) *Total allowances cost.*



**2.8 Provision of Information (Effective February 21, 2020, the following clause repeals and replaces clause 2.8 above)**

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*
- 2.8.2 *The School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December:*
- 2.8.2.1 *Teacher distribution by salary grid category and step as of September 30;*
- 2.8.2.2 *HSA/WSA/RRSP utilization rates;*
- 2.8.2.3 *Most recent School Division financial statement;*
- 2.8.2.4 *Total benefit premium cost;*
- 2.8.2.5 *Total substitute teacher cost; and,*
- 2.8.2.6 *Total allowances cost.*

**3. SALARY**

**3.1 Salary Pay Date/Schedule**

- 3.1.1 Save and except substitute teachers, each teacher shall be paid:
- a) One-twelfth (1/12th) of their annual salary on the last teaching Friday of each month, or the twenty-fifth (25th) of the month, whichever is earlier.
- b) For June, teachers will be paid on the twenty-fifth (25th). If the twenty-fifth (25th) falls on a weekend, then teachers will be paid the previous Friday.

- 3.1.2 Teachers in their first month of employment with the School Division, a salary advance for first year teachers be provided by the School Division upon written request.

### **3.2 Grid**

- 3.2.1 *The amount of teacher education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Division.*
- 3.2.2 *Tabulated below are the minimum and maximum salary rates and the experience increments for each year of teacher education.*
- 3.2.3 *Effective September 1, 2018*

<b>Pay Grade</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
1	64,477	67,552	70,900
2	67,911	70,991	74,356
3	71,346	74,429	77,815
4	74,781	77,863	81,272
5	78,219	81,295	84,728
6	82,029	85,208	88,662
7	85,848	89,113	92,593
8	89,657	93,021	96,527
9	93,466	96,930	100,455
10	97,287	100,833	104,390

### **3.3 Education (Effective until August 31, 2019)**

- 3.3.1 *The evaluation of teacher education for salary purposes shall be according to the policies and principles established by the Teacher Salary Qualifications Board, established by the Memorandum of Agreement among the Department of Education, the Association, and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2 *It shall be the responsibility of each teacher to provide the School Division. with a certificate from the Teacher Salary Qualifications Board within ninety (90) calendar days of commencement of the*

*school year or from the date of commencement of employment, or upon completion of additional courses.*

*3.3.2.1 In compliance with Clause 3.3.2, the adjustment date shall be the latter of the commencement date of the school year, commencement of employment, or upon completion of additional courses.*

*3.3.2.2 If the teacher fails to comply with Clause 3.3.2, the effective date of adjustment of salary shall be the first (1st) day of the month following receipt of the certificate by the School Division.*

*3.3.2.3 Until the teacher submits the statement of qualifications hereinbefore referred to, the teacher shall be placed on the salary schedule at four (4) years of teacher education, and the number of years of verified teaching experience.*

*3.3.2.4 Clause 3.3.2.2 shall not apply if the teacher submits satisfactory written evidence or proof of application to the School Division within ninety (90) calendar days of commencement of the school year or from the date of commencement of employment that failure to comply was not the fault of the teacher.*

*3.3.3 Teachers will not be eligible for payment of part years.*

**3.3 Education (Effective September 1, 2019, the following repeals and replaces clause 3.3 above)**

*3.3.1 The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*

*3.3.2 The adjustment dates for increased teacher's education shall be September 1, and February 1.*

*3.3.3 For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*

- 3.3.3.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
    - 3.3.3.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*
  - 3.3.4 *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within (60) operational days from the date of completion of education or commencement of employment.*
    - 3.3.4.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
    - 3.3.4.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

### **3.4 Experience (Effective until August 31, 2019)**

- 3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*
  - a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
  - b) *employed as a substitute teacher within the preceding five (5) years.*
- 3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 *Previously unrecognized experience gained in one school year with a School Division may be carried over for calculation of experience increments in the following school year with that same School Division.*
- 3.4.4 *Provisions 3.4.1 through 3.4.4 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience*

*increments in the 2017-18 school year with that same School Division.*

*3.4.5 Teachers new to staff will be required to submit verification of teaching experience from their previous employers within ninety (90) calendar days of commencement of the school year or from the date of commencement of employment.*

*3.4.5.1 If the teacher fails to comply with Clause 3.4.5, the effective date of adjustment shall be the first (1st) day of the month following receipt of the verification of teaching experience by the School Division.*

*3.4.6 A year of teaching experience shall be any one (1) school year during which a teacher has taught for not less than one hundred-ten (110) school days.*

*3.4.6.1 Leaves taken under Clauses 10, 14.2, 14.3 and the health-related portion of Clause 11.1 shall be counted as days taught for the purpose of this Clause.*

*3.4.6.2 Substitute teaching shall be counted as teaching experience for the purpose of this clause.*

*3.4.7 Teaching experience obtained by a teacher prior to engagement by the School Division shall be recognized upon verification, provided that it was under a recognized authority, as if it had been teaching experience in schools under the School Division's jurisdiction.*

**3.4 Experience (Effective September 1, 2019, the following repeals and replaces clause 3.4 above)**

*Teachers shall:*

*a) Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*

*b) Not gain experience during vacation periods and leaves of absence without salary.*

*3.4.1 Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*

- 3.4.2 *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*
- 3.4.3 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4 *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5 *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

*Prior Experience*

- 3.4.6 *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.*
  - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero years of experience on the salary grid.*
  - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
  - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7 *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8 *A teacher requesting that the School Division recognize experience earned with a previous employer shall provide to the School Division written confirmation from the previous employer certifying:*
  - a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*

*c) The written confirmation is signed by an authorized officer of the previous employer.*

*3.4.9 The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous School Division.*

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

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

### **3.5 Other Rates of Pay**

#### **3.5.1 Night and Summer School Rates**

3.5.1.1 A teacher covered by this collective agreement who agrees to teach at night school or during the summer, the weekend, Christmas, Spring Recess periods or other natural breaks at the request of the Superintendent or Designate, shall be paid 1/400 of total annual salary for each half-day of work.

#### **3.5.2 Special Training Bonus**

3.5.2.1 the School Division will pay a teacher a special training bonus, calculated monthly, for any of the following:

Proficiency in Cree or Chipewyan language as determined by the Superintendent or designate.

\$2,039.00 per year

This rate is to be adjusted on the same dates and by the same percentage increase as the salary grid.

3.5.2 2 Written application for the above must be made within ninety (90) days of commencement of employment or within ninety (90) days of completion of the course(s). If the teacher fails to do so, the effective date of adjustment of salary shall be the first (1st) day of the month following receipt of application by the School Division.

### **3.6 Other Allowances**

#### **3.6.1 Moving Allowance**

- 3.6.1.1 A moving allowance will be established for newly hired teachers. This moving allowance would be payable on the first check run after the teachers' employment commences provided the appropriate paperwork is provided. The amounts of the moving allowance are outlined in Administrative Procedure 508 and the the School Division agrees that if changes are to be made to Administrative Procedure 513, that the Attraction and Retention Committee will have the opportunity to review and provide input to the proposed changes.

#### **3.6.2 Location Allowance**

- 3.6.2.1 Teachers in Fort Chipewyan, Chipewyan Lake and Fort McKay shall be paid an annual location allowance of:

<b>Ft Chipewyan</b>	<b>Chipewyan Lake</b>	<b>Ft McKay</b>
\$3,386.00	\$4,199.00	\$2,771.00

- 3.6.2.2 This rate is to be adjusted on the same dates and by the same percentage increase as the salary grid.
- 3.6.2.3 Effective September 1, 2017 - two (2) round-trip flights to Fort McMurray per year.

#### **3.6.3 Convention Allowance**

- 3.6.3.1 The School Division shall pay to the Association Local #69 an amount per teacher on or before September 1st each year for the purpose of providing a travel grant to teachers to attend the teachers' convention. The Association Local #69 shall determine the amount each teacher is to receive, and distribute this amount prior to the teachers' convention date.

- 3.6.3.2 Effective September 1, 2017 \$450.00 per teacher.

Effective September 1, 2020 \$500.00 per teacher.

This rate is to be adjusted on the same dates and by the same percentage increase as the salary grid.



### **3.7 Special Considerations: Effective September 1, 2019**

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

3.7.1.1 *Teachers must present valid proof of education and experience, satisfactory to the School Division, prior to this evaluation.*

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

3.7.1.3 *A copy of the decision will be provided to the teacher.*

3.7.2 *After the evaluation in 3.7.1 has concluded, the School Division may place a teacher on a step greater than their experience and/or education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.*

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

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

4.1.1 *It is the right of the School Division to create and fill new positions. Notwithstanding the above, the School Division agrees to negotiate for Collective Agreement positions within ninety (90) days following establishment of such positions.*

### **4.2 Administration Allowances**

#### **4.2.1 Principal Allowances**

4.2.1.1 *The formula for computing Principals' allowances for the school year shall be on the basis of the Alberta School Foundation Fund total pupil count including eligible and ineligible pupils as of September 30th in that school year, with Early Childhood Services (ECS) pupils counting as full pupils.*

*Effective September 1, 2017, the Principal allowance will be restructured to:*

*A base allowance of 14% of four years education, maximum experience on the salary grid, plus a per student rate based on four years education, maximum experience on the salary grid of:*

*0–50 students – .06% per student*

*51–200 students – .025% per student*

*201 plus students – .02% per student*

*This rate is to be adjusted on the same dates and by the same percentage increase as the salary grid.*

*4.2.1.2 Adjustments for any changes shall be made retroactive to September 1st in the month of December.*

*4.2.1.3 The District Principal allowance will be the same as the highest paid principal in the division.*

*4.2.1.4 Effective September 1, 2019, notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

#### **4.2.2 Vice Principals' Allowance**

*4.2.2.1 Vice-Principals shall be paid one-half (1/2) of the Principal's Allowance.*

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

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

**4.3.1** Effective September 1, 2017, acting principals shall be paid 1/200<sup>th</sup> of the principal allowance for every day a teacher acts in the place of a principal.

### **4.4 Red Circling**

**4.4.1** Any principal or vice-principal who would suffer a reduction in allowance amount as a result of the implementation of clause 4.3.1 shall be red circled at their allowance amount at the time of ratification of clause 4.3.1 based on the 2012-2016 collective agreement until such time as:

a) the maximum allowance exceeds their red circled allowance amount;

- b) at the principal's or vice-principal's request, the principal or vice-principal transfers to another school; or,
- c) a decline in student enrollment at the school at which the principal or vice-principal was assigned at the time of ratification of clause 4.3.1 results in an allowance amount under clause 4.2.1 that falls below the maximum allowance.

It is agreed that any teacher who was designated as principal or vice-principal in the 2017-2018 school year but is no longer principal or vice-principal at the time of ratification of clause 4.3.1 whose allowance was greater than the maximum allowance specified in clause 4.3.1 shall not be required to repay any allowance previously received.

**4.5 Teachers with Principal Designations (Effective until February 20, 2020)**

- 4.5.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the School Division must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.5.3 *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 Division must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

**4.5 Teachers with Principal Designations (Effective February 21, 2020, the following repeals and replaces clause 4.5. above)**

- 4.5.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years.*

#### **4.6 Other Administrator Conditions**

##### **4.6.1 Vacation/ Work Schedule**

- 4.6.1.1 Teachers receiving a Principal's Allowance shall have their schools ready for school opening and properly closed for the summer months and teachers receiving a Vice-Principal's Allowance shall assist the Principal in having their schools ready for school opening and properly closed for the summer months.
- 4.6.1.2 In order to have schools ready for school opening, first (1st) year Principals and Vice-Principals, who are new to administrative positions in the Division, are expected to be in their schools two (2) weeks prior to the school opening date.

##### **4.6.2 Principal and Vice Principal Lieu Days**

- 4.6.2.1 Effective September 1, 2017, all principals and vice principals will have access to a minimum five (5) lieu days. Where circumstances warrant, principals and vice principals may be granted up to an additional five (5) lieu days at the discretion of the Superintendent or Designate. The scheduling of days in lieu will be agreed to by the principal or vice-principal and Superintendent or Designate. Principals and vice principals who are unable to access the first five (5) lieu days will be provided with a payout of 1/200<sup>th</sup> of their salary and allowance for each day not utilized by June 30<sup>th</sup> of any school year.

## **5. SUBSTITUTE TEACHERS**

### **5.1 Rates of Pay**

- 5.1.1 *Effective until April 30, 2019, the rate of pay, inclusive of holiday pay, for substitute teachers shall be \$206.69 per full day*
- 5.1.2 *This rate is to be adjusted on the same dates and by the same percentage increase as the salary grid.*
- 5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212.*
- 5.1.4 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*
- 5.1.5 *Effective February 21, 2020, a substitute shall be paid 60% of the full day rate indicated in clause 5.1.4 for each partial day worked inclusive of holiday pay. A teacher who works more than 60% of an instructional day shall receive 100% of the substitute teacher's daily rate (inclusive of holiday pay). If a teacher works two (2) partial day assignments on the same day, they shall receive 100% of the substitute teacher's daily rate of pay (inclusive of holiday pay).*

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

- 5.2.1 *Number of days to go on grid: Notwithstanding the above, a substitute teacher who prepares and teaches for a period of five (5) or more consecutive days in the same school and for the same teacher shall be treated as a temporary teacher from the beginning and during the continuance of such consecutive days.*
  - 5.2.1.1 *In such case, the substitute teacher must submit proof of qualifications and experience in accordance with Clauses 3.3 and 3.4 of this Agreement.*
- 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 Teachers who substitute for Northland on a regular basis, defined to at least 25 days of substitute teaching in a school year, will be provided with one paid day at the rate specified in clause 5.1.1 (effective May 1, 2019, clause 5.1.4) to participate in a professional development (P.D.) activity offered by Northland School Division or the annual North East Teachers' Convention. Teachers wishing to access this provision will make their request to the Superintendent or Designate in writing.
- 5.3.2 Substitute teachers who agree to work at schools outside of their home communities will be provided with the School Division rate for kilometrage to travel from home to the school where they are substitute teachers, with the exception of:
- a) contract teachers; or,
  - b) teachers receiving housing from the School Division.

## 6. PART TIME TEACHERS

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

**6.1 FTE Definition:** *Effective September 1, 2019, this provision repeals and replaces clause 6.1 above. Part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*

### 6.2 Part-time Teachers Benefits and Proration

- 6.2.1 *Teachers who are employed on a part-time basis shall be entitled to all benefits as outlined in Article 7. All other benefits referred to in this collective agreement will be pro-rated.*
- 6.2.2 *Full-time teachers employed on a temporary contract for a portion of the school year shall receive leave benefits on a pro-rata basis rounded to the nearest half-day and health spending account contributions (pursuant to Clause 7.3) pro-rated to the proportion that their actual service bears to a year of full-time service based on a ten (10) month school year.*

## **7. GROUP BENEFITS**

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

- 7.1.1 *The School Division shall make available to the teachers the Alberta School Employee Benefit Plan (A.S.E.B.P.) and shall contribute toward the cost of the various premiums for employees, as follows:*
- a) *A.S.E.B.P., Life and A. D. & D. Schedule 2, one hundred (100%) per cent of each teacher's monthly premium.*
  - b) *A.S.E.B.P., Extended Disability Benefit Plan D, one hundred (100%) per cent of each teacher's monthly premium.*
  - c) *A.S.E.B.P., Extended Health Care Plan 1, one hundred (100%) per cent of each teacher's monthly premium.*
  - d) *A.S.E.B.P., Dental Care Plan 3, one hundred (100%) of each teacher's monthly premium.*
  - e) *A.S.E.B.P., Vision Care Plan 3, one hundred (100%) of each teacher's monthly premium.*
  - f) *Alberta Health Care Insurance Plan, Group #6355, one hundred (100%) per cent of each teacher's monthly premium.*
- 7.1.2 *For teaching staff who have made application for Extended Disability benefits and who do not have enough accumulated sick days to extend through the ninety (90) day waiting period, the School Division will be responsible for the ASEBP premiums for those months without pay to the ninety (90) day.*

### **7.2 Group Benefits Eligibility**

- 7.2.1 *Subject to the provisions of the master policy, participation in the A.S.E.B.P plans listed in Clause 7.1.1 shall be a condition of employment for all teachers. Notwithstanding the above, where there is a duplication of benefits because the spouse of a teacher has the benefit plans or similar plans as outlined in Clause 7.1.1, the teacher shall be exempt from the condition of employment.*
- 7.2.2 *Teachers employed on a contract of employment with the School Division will be eligible for A.S.E.B.P coverage on the first day of their employment.*
- 7.2.3 *It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the A.S.E.B.P. shall not be entitled*

*to receive cumulative sick pay benefits, beyond the ninety (90) day waiting period.*

*7.2.3.1 Notwithstanding 7.2.3, teachers who qualify for A.S.E.B.P extended disability benefits will be provided with the School Division contributions to benefits plans outlined in clause 7.1.1 for the first two years of their disability.*

### **7.3 Health Spending Account (HSA) / Wellness Spending Account (WSA)**

*7.3.1 The School Division agrees to contribute per eligible teacher, each year, to a Health Spending Account (HSA).*

*7.3.2 Annual contributions shall be: \$850.00.*

*7.3.3 A Health Spending Account (HSA) is for the benefit of that teacher and their spouse and dependents. Eligible teachers are those teachers eligible to participate in the benefit plans pursuant to Article 7 of this agreement. The HSA will adhere to Canada Revenue Agency (CRA) rules and will be administered by ASEBP.*

*7.3.4 Notwithstanding clause 7.3.3, teachers who are on a contract of employment but not eligible for ASEBP's benefit plan will be provided with an HSA.*

*7.3.5 Each eligible teacher, on an annual basis, will have the option to allocate all or a portion of their annual HSA credit to a WSA. If the annual credits are not allocated then all credits will be allocated to their HSA. Allocation of funds and its use will be at the sole discretion of the teacher. "Eligible teacher" under this provision means a teacher on a continuing, probationary, temporary, or interim contract. The unused balance will be carried forward for a total accumulation of two years. Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.*

*7.3.6 Effective September 1, 2020, the School Division will direct any unused HSA/WSA funds returned to the School Division to a Health and Wellness Fund, up to a maximum of \$60,000. The funds will be available to schools to apply for to be used for staff health and wellness needs.*

### **7.4 Other Group Benefits**

*7.4.1 Canada Employment and Immigration Commission Rebate – It is understood that payments made toward the aforementioned benefit plans shall permit the School Division to retain and not pass on to teachers any rebates of premiums otherwise required under the Canada Employment and Immigration Commission regulations.*



- 7.4.2 Benefits for Retired Teachers Returning to Employment – Retired teachers over 70 who are ineligible for ASEBP and commence work for the School Division shall be reimbursed for benefit premiums up to the equivalent amount that the School Division would have contributed had the teacher participated in all plans.

## **8. CONDITIONS OF PRACTICE**

### **8.1 Teacher Instructional and Assignable Time**

- 8.1.1 *It is recognized that a teacher's professional responsibility extends beyond those outlined below.*
- 8.1.2 *A teacher will not be assigned duties in excess of thirty (30) hours per week, of which, whenever possible, a maximum of twenty-three and one-third (23 1/3) hours will be devoted to instruction of pupils.*

### **8.2 Assignable Time Definition**

- 8.2.1 *Assigned Time is defined as the amount of time that School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
- a) operational days (including teachers' convention)*
  - b) instruction*
  - c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
  - d) parent teacher interviews and meetings*
  - e) School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
  - f) staff meetings*
  - g) time assigned before and at the end of the school day*
  - h) other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*
- 8.2.2 *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

- 8.2.3 *Time spent traveling to and from professional development opportunities identified in 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*
- a) *the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*
  - b) *the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.*
  - c) *the time is spent traveling to and from the teacher's annual convention.*

### **8.3 New Teacher Orientation**

The School Division will encourage and support local orientation for all new teachers to the school and community.

### **8.4 Use of Non-Instructional Days**

Where the school calendar designates operational days prior to the September Labour Day weekend, a minimum of one of the days will be used at the teachers' discretion to prepare for students.

### **8.5 Duty Free Lunch (Effective April 7, 2019)**

- 8.5.1 *Effective April 7, 2019, the School Division will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked.*
- 8.5.2 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the School Division.*
- 8.5.3 *When reasonable, this break shall occur in the middle of the assignment.*
- 8.5.4 *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

## **9. PROFESSIONAL DEVELOPMENT**

### **9.1 Teacher Professional Growth Plan**

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

### **9.2 Professional Development Funds**

- 9.2.1 A Professional Development Fund shall be established each fiscal year in the amount of:
  - a) Effective September 1, 2017 \$60,000.00
- 9.2.2 Effective September 30, 2020, this fund will be remitted to Northland Teachers Local No. 69 by September 30 of each year.
- 9.2.3 This fund is to be jointly administered by a representative of the School Division and Local Teacher P.D. Committee.
  - 9.2.3.1 The Local Teacher P.D. Committee will provide copies of expenses and reports on a regular basis to the division.
  - 9.2.3.2 The Local will return any unused funds to the Board General Revenues at the end of the fiscal year unless a plan for the carryover has been provided and approved by the division.

### **9.3 Tuition Fees**

- 9.3.1 Subject to prior approval by the Superintendent of Schools or Designate, the School Division shall reimburse teachers' tuition fees for a University, College, or language course (Cree or Chipewyan language) completed at a rate of seventy-five (75%) percent. Proof of successful course completion shall be provided by the teacher. Teachers on Education Leave are not eligible for reimbursement under this clause.

## **9.4 Professional Improvement Leave**

- 9.4.1 Any employee subject to this Agreement who has served with the School Division for a period of three (3) consecutive years or more shall be eligible to apply in the fourth (4th) or any subsequent year for professional improvement leave as outlined below.
- 9.4.2 Written applications must be received by the School Division by February 1st of the year in which leave is to commence.
- 9.4.3 All applications shall be examined by a selection committee composed of the Superintendent of Schools, a Trustee and a representative of the teaching staff of the School Division. It shall be the responsibility of this committee to recommend the approved names to the School Division, who shall make the final decision.
- 9.4.4 A maximum of two (2) staff members shall be granted professional improvement leave in any one (1) year, if so recommended by the Committee.
- 9.4.5 All applicants shall be notified in writing of the School Division's decision by March 15th of the year of this Agreement.
- 9.4.6 Successful applicants shall agree to return to work with the School Division for two (2) years following the year of leave. If any of the said staff members leave the service of the School Division before the two (2) years have expired, they shall repay that portion of all costs including salary and benefits, the School Division paid on their behalf during the leave which corresponds to the time commitment which has not been honored.
- 9.4.7 No experience increment shall be allowed during the year that the leave is in effect.
- 9.4.8 The amount paid to the successful applicants shall be seventy (70%) per cent of grid salary.
- 9.4.9 The rates in accordance with Clause 9.4.8 shall apply to leaves commencing with the opening day of the school year for which leave has been granted, and shall apply for the whole period of the leave.
- 9.4.10 Payments in accordance with Clause 9.4.8 shall be made in twelve (12) equal monthly installments.
- 9.4.11 Accumulated sick leave shall be retained and Alberta Health Care Benefits and Alberta School Employee Benefit Plans shall remain in effect during the year of leave.

- 9.4.12 Prior to leave being granted, the teacher shall sign a Professional Improvement Leave Agreement. This Agreement shall specify the teacher's assignment upon return to the School Division.

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

- 10.1 *The School Division will apply the sick leave days for which the teacher is eligible, to a maximum of twenty (20) teaching days according to the Education Act during the school year, effective the date of commencement of service and each September thereafter, and make any adjustments necessary at the end of the school year or upon termination of employment.*
- a) *The unused portion of the statutory sick leave shall be accumulated at the completion of each school year of service with the School Division to the credit of each teacher, to a maximum of forty (40) days. This clause applies to unbroken service in any school, including First Nations Schools, which have come, or may come under the jurisdiction of the School Division.*
- 10.2 *A teacher who is absent from school duties to obtain necessary medical or dental treatment shall submit a medical certificate, if required to do so by the School Division.*
- 10.3 *A teacher who is absent because of accident, disability, or sickness may be required to submit a certificate from a qualified medical practitioner when a doctor is reasonably available; and where a doctor is not reasonably available, the teacher shall be required to submit to the School Division a written statement forthwith outlining the reason for such absence.*
- 10.4 *The School Division shall be entitled to require medical examinations by a doctor, approved by it, before paying accumulated sick leave. In any such case, the School Division agrees to pay transportation and accommodation costs at approved School Division rates for the purpose of the examination.*
- 10.5 *Upon ratification, at the beginning of the second (2nd) full year of continuous employment with the School Division, and provided continuity of employment is not broken, a teacher shall be granted ninety (90) calendar days of sick leave credits. All accumulated but unused sick leave shall be cancelled.*
- 10.6 *A teacher who has been absent on sick leave and returns to regular duties shall have the ninety (90) calendar day sick leave entitlement reinstated. However, after notification by the teacher of an expected date of return, the School Division may request, prior to that date of return, that the teacher provide a medical certificate, signed by a medical doctor, verifying that the teacher is able to return to work on a continuing basis. In addition, if a teacher uses more than twenty (20) days casual sick leave in any one*

*school year, the School Division may, by written notice, require the teacher to comply with the following restriction:*

- 10.7 After each subsequent absence in the same school year, the ninety (90) calendar days shall not be reinstated until the teacher has been actively at work for ten (10) consecutive days unless the absence is a result of a new medical condition confirmed by a medical doctor.*
- 10.8 The School Division will recognize up to forty (40) days accumulated sick leave of all teachers coming to the School Division from districts, divisions or counties in Alberta. It is the responsibility of the teacher to provide the necessary documentation within ninety (90) calendar days of commencement of employment.*

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

### **11.1 Maternity Leave/Parental Leave/Adoption Leave (Effective for maternity and/or parental leaves that commenced before May 1, 2019)**

*Maternity Leave shall be granted in accordance with current legislation and the School Division Procedure 426.*

### **11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave (Effective for maternity and/or parental leaves that commenced before May 1, 2019)**

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

- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

***Effective May 1, 2019, the following clauses apply for maternity/parental/adoption leaves commencing on or after May 1, 2019 and shall repeal and replace clauses 11.1 and 11.2 above as applicable.***

### **11.1 Maternity Leave**

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4 *The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.1.5 *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

## **11.2 Parental Leave**

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

## **11.3 Salary Payment and Benefit Premium**

- 11.3.1 *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2 *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3 *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*



- 11.3.4 *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5 *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*
- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

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

- 12.1 Effective September 1, 2017, upon application to the Superintendent or Designate, leave of absence for private business will be granted by the Superintendent or Designate who will consult with the school principal to assess whether the absence impacts the operational requirements of the school in consideration of all circumstances. Such leave will not be attached to school holidays longer than five (5) days or on P.D. days without permission of the Superintendent or Designate, but leave requests will not be unreasonably denied. *Private business leave will be for up to two (2) days with full salary* and unused private business days in any school year can be accumulated to a maximum of two (2) additional days. No more than four personal days will be used in any school calendar year.
- 12.2 Upon request from a teacher, the School Division may consider additional personal leave

## **13. ASSOCIATION LEAVE AND SECONDMENT**

- 13.1 *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.2 *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per Clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.*
- 13.4 *During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all*

*payments made by the School Division to the teacher or on their behalf while on secondment under this clause.*

## **14. OTHER LEAVES**

### **14.1 Compassionate Leave**

*14.1.1 A teacher shall be granted leave of absence with pay for attendance of:*

- a) up to five (5) teaching days because of critical illness of an immediate relative, resident in Alberta.*
- b) up to five (5) teaching days because of death of an immediate relative, resident in Alberta.*
- c) up to seven (7) teaching days because of critical illness of an immediate relative, resident outside of Alberta.*
- d) up to seven (7) teaching days because of death of an immediate relative, resident outside of Alberta.*
- e) leaves taken under (a), (b), (c), or (d) above must be taken during the time of the actual occurrence of the critical illness, death or funeral.*

*14.1.2 Upon request by the Superintendent of Schools, the teacher shall submit a medical certificate. Where a medical certificate is not available, an affidavit signed by the teacher will be accepted in lieu of a medical certificate.*

*14.1.3 Immediate relative is defined as the teacher's spouse, parent, legal guardian, parent-in-law, grandparent, son, daughter, brother, sister, and spouse or children of any of them.*

### **14.2 Birth/Adoption Leave**

*14.2.1 The School Division shall grant a teacher Birth/Adoption Leave with pay, up to a maximum of five (5) days per annum, at the time of the birth or at the time of the adoption of the teacher's child.*

### **14.3 Family Care Leave**

*14.3.1 The School Division shall grant a Leave of Absence with pay to a teacher who is absent due to the teacher's child, parent, or spouse requiring medical care up to a maximum of ten (10) days per school year.*

*14.3.2 In exceptional circumstances involving the care of a child related to the teacher living in the teachers' household, the teacher may apply*

*to the Superintendent or designate to access the provisions of 14.3.1. The Superintendent may grant the leave at their discretion.*

*14.3.3 Notwithstanding the above, a teacher who requires additional time, upon application to the Superintendent, may be granted up to two (2) extra days per school year.*

*14.3.4 Such leave shall be debited against the teacher's cumulative sick leave.*

*14.3.5 The teacher absent for such care may be required by the Superintendent or Designate to submit a medical certificate.*

#### **14.4 Deferred Salary Leave Plan**

14.4.1 The School Division shall make available to the teachers a deferred salary leave plan in conjunction with a financial institution as designated by the Association Local No. 69.

#### **14.5 Critical Illness Leave**

14.5.1 A teacher may have up to 26 weeks of unpaid leave with eight weeks benefits to care for a critically ill or injured family member. A critically ill or injured person is someone whose baseline state of health has changed significantly because of illness or injury. As a result, their life is at risk and they need the care or support of at least one caregiver. Supporting documentation from the attending physician will be required.

#### **14.6 Serious Illness Leave**

14.6.1 A teacher may have up to 15 weeks of unpaid leave with eight weeks benefits to care for a seriously ill family member. Serious illness is a condition that negatively impacts quality of life and daily function, and/or is burdensome in symptoms, treatments, or caregiver stress. Supporting documentation from the attending physician will be required.

### **15. CENTRAL GRIEVANCE PROCEDURE**

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

*a) about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*

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

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

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

15.4 *An “operational” day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work.*

15.5 *If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.*

15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*

- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
- b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*

15.7 *The written notice shall contain the following:*

- a) *A statement of the facts giving rise to the difference,*
- b) *The central item or items relevant to the difference,*
- c) *The central item or items and the non-central item or items, where the difference involves both, and*
- d) *The remedy requested.*

15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*

- 15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the School Division affected by the difference may be invited to participate in the discussion about the difference.*
- 15.10 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Division, and any affected teacher or teachers.*
- 15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*
- 15.12 (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*
- 15.14 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected School Division rectify any failure to comply with the collective agreement.*
- b) *An affected School Division pay damages to the Association, affected teacher or teachers, or both.*

- c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

15.15 *The award of the Arbitration Board is binding on:*

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

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

15.1 *Effective May 1, 2019, this procedure applies to differences:*

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

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

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

15.4 *An “operational” day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*

15.5 *For the purposes of this Article, written communication may be provided by email.*

15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.*

- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*
- 15.8 *Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
  - b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.9 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
  - b) *The central item or items relevant to the difference,*
  - c) *The central item or items and the non-central item or items, where the difference involves both, and*
  - d) *The remedy requested.*
- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division affected by the difference is attending a central grievance hearing.*
- 15.12 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Division, and any affected teacher or teachers.*



- 15.13 (a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- (b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.14 (a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.15 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*
- 15.16 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected School Division rectify any failure to comply with the Collective Agreement;*
  - b) *An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
  - c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.17 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
  - b) *Any affected school division.*
  - c) *Teachers covered by the Collective Agreement who are affected by the award.*

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

15.19 *The time limits in this Article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.*

## **16. LOCAL GRIEVANCE PROCEDURE**

16.1 A teacher who considers that they have a grievance arising out of this Agreement shall file the grievance in writing with the Superintendent and the Chair of the Teacher Welfare Committee (TWC) of the Northland Local No. 69 and the Coordinator of Teacher Welfare of the Association. Such written submission 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 A committee consisting of one (1) representative of the School Division and one (1) representative of the Association shall consider any dispute regarding the interpretation, application, operation or any alleged violation of the Agreement within twenty (20) teaching days of receipt of the letter of grievance.

16.3 If the committee reaches unanimous decision as to the disposition of any dispute, that decision shall be final and binding.

16.4 If the committee fails to reach an agreement under the above step, either party may, by written notice to the other party stating the nature of the difference, require the establishment of an arbitration board. Such written notice must be served within ten (10) days following the completion of the preceding step.

16.5 Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) days of such notice. The two (2) members as appointed shall endeavour to select an independent chair.

16.6 If the two (2) members fail to select a chair within five (5) days after the day on which the last of the two (2) members are appointed, they shall request the Director of Mediation Services to select a chair.

16.7 The arbitration board may not change, modify or alter any of the terms of this Agreement. All differences submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve any issue or contention by either party that is contrary to any provision of this Agreement or that involves the determination of a subject matter not covered by, or arising during the terms of this Agreement.

16.8 The findings and decision of the arbitration board shall be binding on all parties, provided that they do not contravene the *Education Act*.

- 16.9 Each party to the difference shall bear the expense of its respective nominee to the arbitration board and the two (2) parties shall bear equally the expenses of the chair.
- 16.10 When any references in Article 16 are to a period of days, such period shall be exclusive of Saturdays, Sundays, holidays as well as the Christmas, Easter/spring, and summer breaks.
- 16.11 Timelines may be extended by mutual agreement of the parties.

## **17. EMPLOYMENT**

### **17.1 Probationary Teachers' Notice**

- 17.1.1 Wherever possible, teachers on probationary contracts shall be notified by the School Division prior to May 31st of the current school year whether they will be offered a continuing contract.

### **17.2 Information and files**

- 17.2.1 The School Division will provide all teachers joining the School Division with a copy of the current collective agreement.
- 17.2.2 The Association Local will provide all teachers with a copy of any new Agreement.

### **17.3 T2200 For Travel**

- 17.3.1 The School Division will issue T2200's for teachers who request them in writing provided the request is consistent with CRA rules.

### **17.4 Transfers**

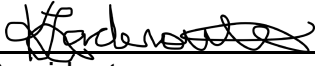
- 17.4.1 All teachers being reassigned shall be:
- 17.4.1.1 Notified by the Superintendent in writing.
  - 17.4.1.2 Be advised of their right for a hearing before the division in accordance with the Education Act and Policy 14 – Hearings on Teacher Matters.
  - 17.4.1.3 Eligible for School Division support for moving expenses upon approval of the Superintendent as per Administrative Procedure 513.
  - 17.4.1.4 Will be placed on unassigned duties for 5 days if the transfer necessitates a change in residence during the school year.

**IN WITNESS WHEREOF** the parties have executed this Agreement this 21  
day of October, 2021.


\_\_\_\_\_  
Associate Coordinator  
Collective Bargaining  
Alberta Teachers' Association




\_\_\_\_\_  
Chairperson  
Negotiating Subcommittee  
Alberta Teachers' Association  
Local #69



\_\_\_\_\_  
President  
Alberta Teachers' Association  
Local #69

  
\_\_\_\_\_  
Chairperson  
The Northland School Division

  
\_\_\_\_\_  
Secretary-Treasurer  
The Northland School Division

**Letter of Understanding 1: Association and TEBA Joint Committee to Assist Transition from Central to Local Bargaining- NEW – Effective October 11, 2018**

1. Scope

*TEBA and the Association agree to form a committee which will assist in the transition from central to local bargaining. This committee will be available to:*

- a) Assist in resolving differences arising from the local bargaining process where the parties to the collective agreement disagree about whether a particular matter is a local matter;*
- b) Clarify the understanding of the Association and TEBA regarding central table provisions; and,*
- c) Advise on the production and revision of collective agreements.*

2. Structure

- a) The committee will meet as necessary at times determined by the Association and TEBA.*
- b) The Association and TEBA shall each bear the cost of their participation in this committee.*
- c) The Association and TEBA will each appoint three (3) representatives to the committee.*
- d) The committee will be chaired jointly.*

3. Process

- a) Where the Association, TEBA, or a School Division have a difference in interpretation of the central and local matters placement list, or where a mediator appointed to support local parties in local bargaining seeks clarification, the difference may be referred in writing to the Transition Committee through the joint chairs.*
- b) The Transition Committee shall meet to determine the matter and will communicate their decision in writing to the parties of the collective agreement, and mediator where applicable.*
- c) In circumstances when the Transition Committee is unable to agree on a determination under clause 1(a) of this Letter of Understanding, the Association and/or TEBA may refer the matter to the Trial Expedited Arbitration Process.*

4. *The Association and TEBA may jointly, or independently, issue communication to clarify understanding arising from the operation of the Transition Committee.*

*Signed by the parties on October 11, 2018.*

**New Letter of Understanding #2 – Trial Expedited Arbitration Process for Differences Arising from the Interpretation or Application of the “2018 Teacher Collective Bargaining Finalized Central and Local Matters Table Placement” NEW – Effective October 2, 2018**

1. Scope

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

2. Process

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

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

- c) The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- d) Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.
- e) The arbitrator will first endeavour to assist the parties in mediating a resolution.
- f) If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.
- g) As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.

- h) The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*
- i) The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process. If an oral decision is rendered, it will follow with a written summary including the decision and rationale.*
- j) All decisions of the arbitrator are final and binding.*
- k) The arbitrator retains jurisdiction with respect to any issues arising from their decision.*
- l) For the purposes of this process, the timelines shall reflect calendar days, excluding Saturdays and Sundays or General Holidays. Notwithstanding, the parties may extend timelines by mutual agreement and such request to extend timelines shall not be unreasonably denied. The arbitrator has the authority to extend timelines in consultation with the parties.*
- m) The parties shall bear the costs of their participation in this process. The parties shall equally share the costs of the fees and expenses of the arbitrator.*

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

*Signed by the parties on October 2, 2018.*

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

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

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

*School Divisions will provide to the committee job descriptions and other relevant employment documents requested by the committee. The committee will provide a report to TEBA and the Association in order to inform the next round of bargaining. The Association and TEBA will name their representatives within thirty (30) days of ratification of this agreement and the committee shall commence its work within sixty (60) days after ratification of central terms.*



**New Letter of Understanding #4 – Distributed Education Teachers Conditions of Practice**

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

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

### **New Letter of Understanding #5 – Wellness Spending Account**

*Where WSAs exist, the WSA may be used for:*

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

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

*This Letter of Understanding in no way commits School Divisions or teachers to establish WSAs. The decision to split existing Health Spending Accounts (HSA) into combined HSA/WSAs is subject to local negotiations.*

### **Letter of Understanding #6: Salary Adjustments**

*The parties agree that the determination of adjustments to the salary grids for the term of the collective agreement shall be referred to voluntary binding interest arbitration, subject to the following conditions:*

- 1. The only matters subject to arbitration shall be general increases to the salary grids, and will not include other rates of pay, allowances and substitute teacher daily rates of pay.*
- 2. Notwithstanding provision 1, should a general increase result from this Letter of Understanding, other rates of pay, allowances and substitute teacher daily rates of pay will be adjusted by the same rates.*
- 3. For the term of this Collective Agreement, the minimum principal allowance shall not be subject to the grid increases.*
- 4. After May 1, 2019 either party may give written notice to the other party of its desire to submit resolution of the salary adjustment to interest arbitration before a three-member panel comprised of a nominee of both parties and David Jones, Q.C. as Chair, or another mutually acceptable chair.*
- 5. If the parties are unable to agree on an alternate chair, application will be made to the Director of Mediation Services for appointment of a chair.*
- 6. The arbitration hearing shall be held by no later than September 30, 2019.*
- 7. In reaching its decision, the arbitration panel shall consider the matters identified in section 101 of the Alberta Labour Relations Code.*
- 8. There shall be no retroactivity of salary increases prior to April 1, 2019.*

*In accordance to Section 3(a) of the Public Sector Wage Arbitration Deferral Act that took effect on June 28, 2019, section 6 of this letter of understanding shall be amended to read as follows:*

*The arbitration hearing shall be held by no later than December 15, 2019.*

**Letter of Understanding #7: Vacation and General Holiday Pay Claims**

*The Association agrees that no claim will be advanced for vacation pay or general holiday pay for any period of time before or during the term of this collective agreement, except as otherwise provided in Article 5.1. This letter of understanding will expire on August 31, 2020.*

### **Letter of Understanding #8 – Right to Disconnect**

*TEBA and the Association agree to a pilot project to be conducted during the 2019-20 school year in School Divisions that, together with their related Association bargaining units, volunteer to participate.*

*The purpose of this project is to pilot practices for clarifying when it is appropriate for staff to send and review electronic communications.*

- 1. Interested School Divisions, along with their related Association bargaining units, will express their interest in participating in the pilot project to TEBA and the Association in writing, by June 15, 2019.*
- 2. TEBA and the Association will encourage participation in this project among School Divisions and Association bargaining units.*
- 3. The pilot project may be ended early with mutual agreement of the School Division and related Association bargaining unit.*
- 4. Each participating School Division and related Association bargaining unit will strike a project steering committee with equal representation from each party. At the discretion of the School Division, the steering committee may include other staff groups in the project.*
- 5. Where leave is required, substitute teacher costs will be reimbursed as provided for in Article 13.*
- 6. The project steering committee will develop a project plan and submit it to TEBA and the Association by June 30, 2019 for information.*
- 7. Each project plan should include:*
  - A commitment to support staff health and wellness.*
  - A statement that clarifies when it is acceptable for staff to send and review electronic communications.*
  - A plan for dealing with emergencies and exceptions.*
  - A plan for communication to staff and stakeholders of the project plan.*
  - An evaluation phase for the project including a plan for consulting staff and stakeholders on the impact of the pilot project.*
- 8. The project steering committee will conduct an evaluation and submit results to TEBA and the Association by May 30, 2020.*
- 9. The pilot project will conclude on August 31, 2020.*

**Letter of Understanding #9: Committee to Study Administrator Time**

*Northland School Division and the Association agree to form a committee that studies the impact of clause 8.1 on the non-standard nature of administrator time. The parties will use this opportunity to discuss alternative models to deal with administrator time inclusive of, but not restricted to allocated time for administrative duties within the school day and the impact of travel on non-school based administrators.*

**Letter of Understanding #10: Committee to Examine Attendance Management and Sick Leave Administration**

*Northland School Division and the Association recognize the value of communication between the parties with respect to attendance management, medical certificates, payment for medical leave certificates, and reporting of sick leave. As such, the parties agree to establish a working committee of central office staff and Association staff and TWC representatives to discuss and seek agreement on the policy shaping initiatives in attendance management, the utilization of sick leave certificates and the content of those certificates, and reporting requirements for teachers when accessing sick leave. Any recommendations arising from the committee will be shared with Northland Board and the Local Association.*

### **Letter of Understanding #11 – Itinerant Substitutes**

Northland School Division and the Association recognize the need to have certificated substitute teachers to fill certificated teacher vacancies wherever possible. Northland School Division and the Association agree to continue for the duration of the collective agreement the current practice of recruiting part-time itinerant teachers to provide contracted divisional substitute teacher services.



### **Letter of Understanding #12 – Inclement Weather**

Northland School Division and the Association agree to research and propose an Administrative Procedure to address Inclement Weather through the Teaching and Learning Committee.