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

LETHBRIDGE SCHOOL DISTRICT NO. 51

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2016 to AUGUST 31, 2018
This collective agreement is made this 18th of December 2018 between
Lethbridge School District No. 51 (School Jurisdiction) and the Alberta Teachers'
Association (Association).

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

NOW THEREFORE, THIS AGREEMENT WITNESS:

1. APPLICATION/SCOPE

1.1 This collective agreement shall be applicable to every person who requires
a teacher certificate as a condition of employment with the School
Jurisdiction excepting those positions agreed to be excluded in local
bargaining between the School Jurisdiction and the Association.

1.2 Excluded Positions

1.2.1 The Superintendent

1.2.2 The Associate Superintendents

1.2.3 Director of Student Services, Director of Curriculum, Director of
Technology and any other Director position created by the School
Jurisdiction.

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

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

1.3.2 has exclusive authority to bargain collectively with each School
Jurisdiction on behalf of the teachers in each bargaining unit with
respect to local terms, and to bind the teachers by a collective
agreement.

1.4 The School Jurisdiction retains all management rights, unless otherwise
provided by the expressed terms of this collective agreement.

1.5 Implementation of this collective agreement shall not cause a teacher
presently employed to receive a salary less than that calculated under any
previous collective agreement unless mutually agreed to by TEBA and the
Association.
1.6 This collective agreement cancels all former collective agreements and all provisions appended thereto.

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

2. **TERM**

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

2.2 **List Bargaining**

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

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

2.3 **Central Matters Bargaining**

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

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

2.4 **Local Bargaining**

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

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

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

a) a new collective agreement is concluded, or

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

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

2.6 Meet and Exchange

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

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

2.7 Opening with Mutual Agreement

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

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

2.8 Provision of Information

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

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

a) Teacher distribution by salary grid category and step as of September 30;

b) Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;

c) Most recent School Jurisdiction financial statement;

d) Total benefit premium cost;

e) Total substitute teacher cost; and

f) Total allowances cost.

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 One month's salary shall be considered to be 1/12 of the annual salary rate applicable in that month.

3.2 Grid

3.2.1 The School Jurisdiction shall pay all of the teachers in its employ the salaries and allowances as herein set forth and computed.

3.2.2 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 Jurisdiction. Tabulated below are the minimum and the maximum salary rates and the experience increments for each year of teacher education.
3.2.3 Salary Grids

(a) Effective September 1, 2016:

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(b) Effective September 1, 2017, C2 and C3 of education will be eliminated. All teachers who currently receive an annual salary under C2 and C3 will be appointed to the next step within the fourth year (C4) that is the nearest, but not less than, the teacher's current annual salary. If that step on the grid is not C4 Max, the teacher is eligible for grid movement on the basis of experience increments.
(c) Effective September 1, 2017:

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3.3 Education

3.3.1 The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Association Teacher Qualifications Service in accordance with the principles and policies established by the Teacher Salary Qualifications Board pursuant to the memorandum of agreement dated March 23, 1967, between the Department of Education, the Alberta School Boards Association, formerly the Alberta School Trustees' Association and the Association.

3.3.2 Placement on the salary schedule shall be according to the number of years of teacher education on the first day of each school semester or on commencement of employment.
3.3.3 A teacher commencing employment with the School Jurisdiction, shall be responsible for supplying a statement of qualifications from the Teacher Qualifications Service.

3.3.4 A teacher claiming entitlement to an increment for purposes of placement on the salary grid in respect of an additional year or years of university education shall within 90 calendar days of the commencement of the school semester supply evidence from the Teacher Qualifications Service of the teacher having applied to the Teacher Qualifications Service for a statement of qualifications indicating the number of years of university education for which the Teacher Qualifications Service will grant recognition.

3.3.5 Until the teacher submits the statement of qualifications hereinbefore referred to, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for his teaching certificate.

3.3.6 In the event that a teacher has submitted evidence from the Teacher Qualifications Service confirming that the teacher has applied for a statement of qualifications from the Teacher Qualifications Service within 90 calendar days of the commencement of the school semester, any adjustment to the placement of the teacher on the salary grid warranted by the statement of qualifications shall be made upon receipt by the School Jurisdiction of the statement of qualifications. The adjustment to placement on the salary grid shall be retroactive to the commencement of the school semester.

3.3.7 In the event that a teacher does not within 90 calendar days of the commencement of the school semester supply evidence from the Teacher Qualifications Service of having applied to the Teacher Qualifications Service for a statement of qualifications any adjustment to the placement of the teacher on the salary grid shall be made effective the first day of the month following the month in which the School Jurisdiction receives the statement of qualifications. Such adjustment will not have any retroactive effect unless the adjustment is to be to a lower number of years of university education, in which case the School Jurisdiction shall treat the adjustment as being retroactive and recover any monies paid as a result of placement on the grid which are in excess of those monies that would have been paid if the teacher had been initially placed on the grid in accordance with the statement of qualifications.

3.3.8 No payment for salary adjustment will be considered beyond the terms of the collective agreement within which the claim is initiated.
3.4 **Experience**

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

a) under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and

b) employed as a substitute teacher within the preceding five (5) years.

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

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

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

3.4.5 A year of teaching experience shall be any one school year during which a teacher, under contract, has taught for not less than one full semester, or the equivalent, as defined by the School Jurisdiction's official school year calendar. A teacher employed under contract, who teaches less than one full semester in a school year, may accumulate an experience increment by combining any two consecutive school years of service with the School Jurisdiction provided that the teacher has taught a minimum of 60 full teaching days in each school year.

3.4.6 Notwithstanding clause 3.4.5, a part-time teacher, under contract, who teaches half time or more during the full school year shall be entitled to a full experience increment.

3.4.7 Experience increment adjustments shall be made on the first day of each school year.

3.4.8 Recognition of teaching experience prior to engagement with the School Jurisdiction shall be one increment on the salary schedule for each year of teaching experience, to the maximum as provided in the salary schedule.
3.4.9 For the purposes of clause 3.4.8, the teacher shall submit, to the School Jurisdiction, a certified statement from previous employers outlining the teacher's experience and stating that such experience was in a school under the jurisdiction of a provincial, state, or national department of education. Until such statement is provided by the teacher, the teacher shall be placed at zero years of experience in the appropriate category of teacher education on the salary grid. Should the School Jurisdiction receive the required certified statement within 90 calendar days after the teacher commences employment with the School Jurisdiction, any adjustment to teaching experience will be retroactive to the commencement date of employment. Any certified statement received by the School Jurisdiction after the 90 calendar days will result in an adjustment to teaching experience effective the first of the month following the date the statement was received by the School Jurisdiction.

3.5 Special Considerations: Evaluation of Education and Experience for Teachers with Credentialing that Certifies them as Trade Persons or Health Care Professionals:

3.5.1 (a) A certified tradesperson teacher is one who is provincially trade certified to work in a compulsory trade and teaches Career and Technology courses at the middle and/or senior high level.

(b) A health Care Professional teacher is one who is a teacher certified through a health care college regulated under the Health Professions Act employed to teach courses at the middle and/or senior high school level.

3.5.2 The education and experience of teachers under article 3.5.1 shall be evaluated according to articles 3.3 and 3.4 of this collective agreement.

3.5.3 Recognition of one year of education beyond the evaluation granted according to article 3.3 of this collective agreement may be given by the School Jurisdiction to teachers under article 3.5.1 who possess any or all of the following qualifications which have not contributed to the evaluation under article 3.3:

i) A certificate of proficiency in a designated trade (journeyman's certificate or Red Seal) recognized by the Alberta Apprenticeship and Industry Training Board provided the trade is related to the teacher's assignment.

ii) Certified in the health services profession under a regulatory college that is governed under the Health Professions Act.
iii) Other related training which the School Jurisdiction wishes to recognize.

3.5.4 Recognition of relevant trade experience which has not contributed to the evaluation of experience granted under article 3.4 of this collective agreement may be granted by the School Jurisdiction under the following conditions:

i) The experience must be in a field related to the teacher's assignment.

ii) The experience must be obtained after the teacher has obtained the formal training listed in 3.5.3 (i) and/or (ii) above.

3.5.5 Recognition of training and experience under 3.5.3 and 3.5.4 above shall not exceed that of a teacher currently on staff with similar training and experience.

3.6 Other Rates of Pay

3.6.1 Effective September 1, 2015, a teacher employed on a course basis to provide instruction in credit courses at the School Jurisdiction's summer school shall be paid at a rate of $5,027 per course inclusive of general holiday and vacation pay.

3.6.2 Effective September 1, 2015, a teacher designated by the School Jurisdiction as the Administrator responsible for the summer school shall be paid at a rate of $5,435 inclusive of general holiday and vacation pay.

3.6.3 Lethbridge Alternative Schools and Programs: A teacher working at Lethbridge Alternative Schools and Programs (LASP) who agrees to render service for distance learning courses during the summer vacation period, will take an equivalent time off in lieu as approved by the Associate Superintendent, Human Resources.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

4.1.1 If the School Jurisdiction creates a new administrative designation which is to be covered by this collective agreement, the School Jurisdiction will establish an allowance for that designation. The School Jurisdiction shall notify to both the president of the Association Local No 41 and the Chair of the Teacher Welfare Committee Local 41 of the administrative designation, provide a summary of responsibilities as soon as it is available and identify the allowance established.
4.2 Administration Allowances

4.2.1 Principal Allowances

4.2.1.1 A teacher designated by the School Jurisdiction to be the principal of a school will receive an annual allowance to be calculated using the following formula:

(i) a basic allowance equal to 13.8 percent of the annual salary at maximum and four years education, plus

(ii) an additional allowance of 0.5 percent of the annual salary at maximum and four years education per full-time equivalent teacher (FTE) for each of the first 10 teachers, plus

(iii) an additional allowance of 0.55 percent of the annual salary at maximum and four years of education for each of the next 15 full-time equivalent teachers (FTE), plus

(iv) an additional allowance of 0.475 percent of the annual salary at maximum and four years of education for all remaining teachers.

(a) However, the minimum allowance for a school principal will be $21,788.

4.2.2 Vice Principal Allowance

4.2.2.1 A teacher designated by the School Jurisdiction to be the only vice principal in a school will receive an annual allowance equal to 60 percent of the applicable principal's allowance. When more than one vice principal is designated to a school, each vice principal will receive an annual allowance equal to 55 percent of the applicable principal's allowance.

4.2.3 Assistant Principal Allowance

4.2.3.1 An Assistant Principal shall be paid 50 percent of the allowance paid to a Vice Principal, whether there is a Vice Principal assigned to a school or not.

4.2.4 Principal/Consultant Allowance

4.2.4.1 A teacher designated by the School Jurisdiction to be a Principal/Consultant shall receive an annual allowance equal
to that of the percentage of time assigned as principal plus that of the percentage of time assigned as consultant. The combined total percentage of time will not exceed 100 percent.

4.2.5 Coordinator Allowance

4.2.5.1 A teacher designated by the School Jurisdiction to be a coordinator will receive an annual allowance equal to 22 percent of the annual salary at maximum and four years of teacher education.

4.2.6 Consultant Allowance

4.2.6.1 A teacher designated by the School Jurisdiction to be a consultant will receive an annual allowance equal to 13.8 percent of the annual salary at maximum and four years of teacher education.

4.2.7 District Principal to the Superintendent Allowance

4.2.7.1 A teacher designated by the School Jurisdiction to be a District Principal to the Superintendent will receive an annual allowance of the average (arithmetic mean) of all other principal allowances in the School Jurisdiction.

4.3 Red Circling

4.3.1 In the event that the School Jurisdiction requests a principal or an vice principal to transfer and then transfers them to a school for which the administrative allowance is a lesser amount than he or she is receiving, the principal or vice principal will continue to receive the allowance in effect on the date of notice of transfer until such time as that amount equals the allowance in effect for the position to which he or she has been transferred, or for three years, whichever period of time is less. If the transfer is at the request of the principal or vice principal, the allowance will be based upon the formula found within clause 4.2.1 of the collective agreement.

4.4 Acting/Surrogate Administrators – Compensation

4.4.1 An acting vice principal shall be appointed when both the principal and the vice principal(s) are absent from the school. Should this absence exceed five consecutive school days, the acting vice principal will receive an allowance equal to the actual days worked multiplied by the daily rate of that vice principal.
4.5 *Teachers with Principal Designations*

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

4.5.2 Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the School Jurisdiction must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.

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

4.6 *Other Administrator Conditions*

4.6.1 Two (2) Lieu days for Principals in each school year, at a time mutually agreeable to the Superintendent or designate. Substitutes, when needed for teaching administrators, will be paid by the School Jurisdiction.

5. **SUBSTITUTE TEACHERS**

5.1 *Rates of Pay*

5.1.1 Substitute teacher means a teacher employed on a day-to-day basis, for a full day or for a half day.

5.1.2 The rate of pay for substitute teachers, including four percent vacation pay, shall be $202.39 per full day.
5.1.3 Notwithstanding the full day rate, a substitute teacher who works less than a full day and who works the morning session only shall be paid $111.31, including vacation pay.

5.1.4 Notwithstanding the full day rate, a substitute teacher who works less than a full day and who works the afternoon session only shall be paid $91.08, including vacation pay.

5.1.5 A substitute teacher who works the morning session in one assignment and the afternoon session on the same day in another assignment, shall be paid the full day rate.

5.2 Commencement of Grid Rate

5.2.1 Number of days to go on grid: In the case of a substitute teacher being employed more than five consecutive days in the same classroom, the rate of pay shall be in accordance with training and experience as set forth in clause 3.2, retroactive to the first consecutive day of employment.

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.

6. PART TIME TEACHERS

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

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

7.1.1 Alberta School Employee Benefit Plan - All teachers shall be covered under the provisions of the Alberta School Employee Benefit Plan Life Insurance Plan 2A and Extended Disability Plan D1 with the School Jurisdiction paying 100 percent of the premium.

7.1.2 ASEBP Extended Health Care - Plan 1 - The School Jurisdiction's contribution to the ASEBP Extended Health Care-Plan 1 covering teachers employed by the School Jurisdiction shall be at the rate of 100 percent of the total premium.
7.1.3 ASEBP Dental Care - Plan 3C - The School Jurisdiction's contribution to the ASEBP Dental Care Plan 3C covering teachers employed by the School Jurisdiction shall be at the rate of 100 percent of the total premium. For teachers teaching less than 0.5 who wish to participate, the School Jurisdiction's contribution of 100 percent shall be prorated on the basis of their FTE.

7.1.4 Alberta Health Care Insurance - The School Jurisdiction's contribution to the Alberta Health Care Insurance covering teachers employed by the School Jurisdiction shall be at the rate of 100 percent of the total premium.

7.1.5 ASEBP Vision Care Benefits – The School Jurisdiction's contribution to the ASEBP – Vision Plan 3 covering teachers employed by the School Jurisdiction shall be at the rate of 100 percent of the total premium.

7.2 Group Benefits Eligibility

7.2.1 Group benefits eligibility is in accordance to Alberta School Employee Benefit Plan regulations.

7.3 Health Spending Account

7.3.1 The School Jurisdiction will contribute for each teacher on a continuing, probationary or temporary contract of one year's duration, a Health Spending Account. Eligible teachers shall be actively at work, on maternity leave, on paid sick leave or an extended disability. The School Jurisdiction will contribute annually an amount of $700 for each eligible teacher.

7.4 Other Group Benefits

7.4.1 Subrogation

7.4.1.1 (a) Cost of Absence means the total remuneration paid by the School Jurisdiction during a period when the teacher was absent from work.

(b) Interest means interest calculated in accordance with the provision of the Alberta Judgment Interest Act, SA 1984, c.J-O.5 and amendments and regulations thereto.

(c) Judgment or Settlement means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic
payment(s), or through the purchase of an annuity, or any of them.

(d) Remuneration means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the School Jurisdiction.

(e) Teacher means a teacher in respect of whom the School Jurisdiction has incurred a cost of absence and includes the teacher’s personal representative, trustee, guardian or the estate of the deceased teacher.

7.4.1.2 In the event that the School Jurisdiction incurs a cost of absence as a result of an act or omission of a third party, the School Jurisdiction is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:

(a) the teacher shall advise the School Jurisdiction in advance of the teacher’s intention to initiate any claim in which an act or omission of a third party has resulted in the School Jurisdiction incurring a cost of absence;

(b) the teacher shall upon request by the School Jurisdiction include the cost of absence, as calculated by the School Jurisdiction, in the teacher’s claim;

(c) the School Jurisdiction shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher’s solicitor) to recover the cost of absence;

(d) the teacher agrees to cooperate with the School Jurisdiction and to provide, at the School Jurisdiction’s expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;

(e) the teacher will not settle his/her claim without the prior written consent of the School Jurisdiction as to the amount of the cost of absence to be recovered by the School Jurisdiction;

(f) upon resolution of the amount of the cost of absence payable to the School Jurisdiction, the School Jurisdiction may, upon default of payment by the teacher following
demand by the School Jurisdiction offset the agreed upon amount of the cost of absence payable to the teacher by the School Jurisdiction;

(g) the teacher shall not release any third party from the cost of absence without the consent of the School Jurisdiction; and

(h) the School Jurisdiction’s consent to settlement shall not be unreasonably withheld.

7.4.1.3 When as a result of judgment or settlement with the consent of the School Jurisdiction, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the School Jurisdiction plus interest, less a proportionate share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.

7.4.1.4 When as a result of a judgment or settlement with the consent of the School Jurisdiction, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the School Jurisdiction, the amount of the cost of absence recovered plus interest, less a proportionate share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.

7.4.1.5 The teacher will upon request by the School Jurisdiction execute such documents and agreements as may be required or deemed desirable by the School Jurisdiction to give effect to the provisions of this article 7.4.1.

7.4.1.6 In exercising any of its rights under article 7.4.1, the School Jurisdiction shall have due regard for the interests of the teacher.

7.4.2 Employment Insurance Premium Reduction

7.4.2.1 Employment Insurance Rebates - In consideration of the improvements to the employee benefit plan and sick leave benefits, the employees covered by this contract waive any claims on rebates under the provisions of the Employment Insurance Act.
8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

8.1.1 Effective September 1, 2017, teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year

8.1.2 Effective September 1, 2017, teacher assignable time will be capped at 1200 hours per school year commencing the 2017-18 school year

8.2 Assignable Time Definition

8.2.1 Assigned Time is defined as the amount of time that School Jurisdictions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:

a) operational days (including teachers’ convention)

b) instruction

c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks

d) parent teacher interviews and meetings

e) School Jurisdiction and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3

f) staff meetings

g) time assigned before and at the end of the school day

h) other activities that are specified by the School Jurisdiction to occur at a particular time and place within a reasonable work day.

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

8.2.3 Time spent traveling to and from professional development opportunities identified in 8.2.1 (e) will not be considered in the calculation of a teacher’s assignable time if:
a) the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).

b) the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.

c) the time is spent traveling to and from the teacher's annual convention.

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

9.1.1 Teacher Professional Growth Plans will consider but will not be required to include the School Jurisdiction’s goals.

9.1.2 The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.

9.1.3 School Jurisdictions and/or schools are not restricted in developing their own staff development plan in which the School Jurisdiction and/or school may require teachers to participate.

9.2 Professional Development Funds

9.2.1 In addition to any leave under clause 9.3.1, the School Jurisdiction will establish a fund to be used to finance the costs of short term professional development activities for teachers, such costs to include registration fees, travel, accommodations and sustenance and the cost of substitute teachers.

9.2.2 The School Jurisdiction will make allocations to this fund effective September 1, 2017 of $264,963 for the 2017-2018 school year.

9.2.3 The fund will be administered by the working conditions committee.
9.3 Professional Improvement Leave

9.3.1 Long Term Leaves

9.3.1.1 A teacher who has been employed with the School Jurisdiction for a minimum of seven consecutive years may be granted a leave for professional improvement.

9.3.1.2 (a) A teacher requesting a professional development leave must submit an application to the superintendent or designate, by January 15, for a leave commencing September 1; or by May 1, for a leave commencing January 1.

(b) The application must contain a clear statement of the teacher's purpose for the leave, the program of study, the recognized institution at which the teacher will undertake the program of study and an explanation of how the program of study will improve the teacher's professional service to students and the School Jurisdiction.

(c) The School Jurisdiction will consider each application on its own merit. Applications will be considered by the School Jurisdiction no later than the second regular Board meeting following the application deadline and the applicant will be informed of the Board's decision.

9.3.1.3 (a) A teacher who is granted a professional development leave shall, upon the teacher's return from leave, be assigned a teaching position with the School Jurisdiction.

(b) Upon return from leave a teacher who held a position for which an administrative allowance was paid and for which the term for payment of the allowance has not yet been completed, the School Jurisdiction will, where possible, return the teacher to a position with an equivalent administrative designation or, the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment, or for three years, whichever period of time is less.

(c) If the teacher is eligible to receive an experience increment and provided the teacher has successfully completed the program undertaken while on leave, the School Jurisdiction will grant the teacher an experience increment in accordance with article 3.4.
9.3.1.4  (a) A teacher on a full year of professional development leave will, in lieu of regular salary, receive an annual leave allowance equal to an amount which is the difference between the salary at maximum with six years of education and minimum with four years of education as stipulated in the salary schedule (grid).

(b) A teacher on professional development leave for less than a full year, will receive a prorated leave allowance based upon the number of teaching days on leave, divided by 200 teaching days, multiplied by the annual leave allowance under article 9.3.1.4(a).

(c) Any professional development leave allowance will be paid in equal monthly installments with the first payment to commence on the last day of the first calendar month on leave.

9.3.1.5  (a) A teacher who is granted a professional development leave shall agree in writing, prior to the commencement of the leave, to serve the School Jurisdiction for a period of two months for each month, or portion thereof, of leave taken.

9.3.1.6  (b) Should a teacher fail to fulfill the required period of return service, the teacher shall reimburse the School Jurisdiction the professional development leave allowance received from the School Jurisdiction based upon the number of months of return service completed, divided by the number of months of return service required, multiplied by the professional development leave allowance paid.

10.  SICK LEAVE / Medical Certificates and Reporting

10.1  Subject to the following, annual sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability for 90 calendar days.

10.2  Before any payment is made under the article, the teacher shall provide to the School Jurisdiction:

(i) A declaration, on a form to be provided by the School Jurisdiction, where the absence is for a period of three days or less.

(ii) A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three days.

(iii) When the sickness extends for a period of over 30 calendar days, the teacher shall be required to furnish a further medical certificate at the end of
each 30 calendar day period through the duration of the sickness until such
time as the Alberta School Employee Benefit Plan - extended disability shall
take effect. Arrangements for providing such medical certification shall be
made through human resources.

10.3 After 90 calendar days of continuous disability, no further sick leave shall be
paid and application will be made by the employee, through the payroll
department of Lethbridge School District No 51 to the Alberta School
Employee Benefit Plan - extended disability.

10.4 A teacher who has been absent due to medical disability, upon return to full-
time duty, shall be entitled to an additional sick leave benefit in the current
year of 90 calendar days unless the teacher becomes eligible to receive
benefits from the Alberta School Employee Benefit Plan - extended disability
prior to the expiration of the additional 90 day period.

10.5 When a teacher leaves the employ of the School Jurisdiction all sick leave
shall be cancelled.

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1 Maternity Leave/Parental Leave/Adoption Leave

11.1.1 Maternity Leave

11.1.1.1 Teachers are entitled to maternity leave without pay but with
benefits for a period of 15 weeks.

11.1.1.2 When possible, a teacher will notify the School Jurisdiction of
her leave requirement three months in advance of the first
day of the leave. The commencement of the leave and return
from leave shall be determined by the teacher. A medical
certificate certifying pregnancy and expected day of delivery
shall accompany such notification.

11.1.1.3 The School Jurisdiction shall top up employment insurance
benefits to 100 percent of the employee's weekly salary and
benefits for the duration of the health related portion of the
maternity leave, to a maximum of 90 calendar days, as per
article 10.3.

11.1.1.4 A teacher returning from maternity leave shall be returned to
the teaching position held at commencement of the leave
unless the teacher has been transferred in accordance with
School Jurisdiction policy.

11.1.1.5 A teacher must provide at least four weeks written notice of
intended return date.
11.1.6 The teacher is not entitled to resume working without notice.

11.1.7 A teacher who held a position for which an administrative allowance was paid and for which the term of payment of the allowance has not been completed, shall be returned to a position with an equivalent administrative designation where possible and where this is not possible the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment, or for three years, whichever period of time is less.

11.2 Parental Leave

11.2.1 In addition to maternity leave, teachers shall be entitled to a parental leave without pay or benefits for up to 37 weeks. If employees entitled to leave are parents to the same child, a parental leave may be taken wholly by one of the employees or be shared by the employees.

11.2.2 When possible, a teacher will notify the School Jurisdiction of her leave requirement three months in advance of the first day of the leave. Written notification for such leave must be made not later than six weeks prior to the commencement of parental leave.

11.2.3 A teacher returning from parental leave shall be returned to the teaching position held at commencement of the leave unless the teacher has been transferred in accordance with School Jurisdiction policy.

11.2.4 A teacher who held a position for which an administrative allowance was paid and for which the term of payment of the allowance has not been completed, shall be returned to a position with an equivalent administrative designation where possible and where this is not possible the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment or for three years, whichever period of time is less.

11.3 Adoption Leave

Teachers shall be eligible for adoption leave without pay, subject to the following conditions:
11.1.3.1 Teachers shall be entitled to adoption leave for up to 37 weeks.

11.1.3.2 When possible, a teacher will notify the School Jurisdiction of the teacher’s adoption leave requirements three months in advance of the first day of the adoption leave. Written notification for such leave must be made not later than six weeks prior to the commencement of adoption leave unless the medical condition of the birth mother or child makes it impossible to comply or the date of the child’s placement with the adoptive parent was not foreseeable.

11.1.3.3 At least four (4) weeks prior to the date on which the teacher intends to return to work, written notice must be forwarded to the Superintendent or designate. A teacher returning from adoption leave shall be returned to the teaching position held at commencement of the leave unless the teacher has been transferred in accordance with School Jurisdiction policy.

11.1.3.4 Upon return from leave, a teacher who held a position for which an administrative allowance was paid and for which the term of payment of the allowance has not yet been completed, the School Jurisdiction will, where possible, return the teacher to a position with an equivalent administrative designation or the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment or for three years, whichever period of time is less.

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

11.2.1 Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.

11.2.2 Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Jurisdiction to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.

11.2.3 Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Jurisdiction will continue paying the School
Jurisdiction portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.

11.2.4 A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher’s return to duty.

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 Leave Demanding Teacher’s Attention:

12.1.1 A teacher shall be granted leave for not more than two days in any one contract year for circumstances demanding the teacher’s attention.

12.1.2 In order to qualify for leave under this clause, a teacher must complete and submit to the superintendent or designate, a leave of absence request form prior to taking the leave, indicating whether or not the leave is related to financial gain or outside business interests.

12.1.3 Where the purpose of the leave is related to financial gain for the teacher or outside business interest, the leave will be granted at loss of full pay. In other circumstances, the leave will be granted at loss of substitute pay.

12.1.4 This clause may be used in conjunction with 14.1.1 or 14.1.2.

12.2 Leave to attend Personal Concerns and Emergency Leave:

12.2.1 In any one contract year, not more than three days, 2.0 days to attend to personal concerns and 1.0 day for an emergency or misfortune demanding the person’s attention. This clause may be used in conjunction with 14.1.1 or 14.1.2. [Expires August 31, 2017]
12.2.2 Effective September 1, 2017, In any one contract year, not more than four days, 2.0 days to attend to personal concerns and 2.0 days for an emergency or misfortune demanding the person's attention. This clause may be used in conjunction with 14.1.1 or 14.1.2.

13. ASSOCIATION LEAVE AND SECONDMENT

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

13.2 Upon written request to the superintendent or designate, the School Jurisdiction may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Jurisdiction. The Association will reimburse the School Jurisdiction as per Clause 13.1. Such leaves will not be unreasonably denied.

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

13.3.1 Upon written request made in a timely manner by Lethbridge Public Local No. 41, a teacher who is elected to the office of President of Lethbridge Public Local No. 41 shall be granted release time, up to a maximum of 0.25 FTE for each of the school year(s) during which the office is held. Release time will be granted on a schedule agreed to by the Local President, the Principal of the affected school, and the Associate Superintendent of Human Resources.

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

A teacher may apply for and receive a leave of absence for personal reasons subject to the conditions that follow. Application will be made to the superintendent or designate.

14.1 Bereavement, Critical Illness and Funeral Leaves (with Full Pay)

14.1.1 In any one contract year, not more than five days leave for the critical illness of each of the teacher's father, mother, husband, wife, son, daughter, brother, sister, grandchild, grandparent or parents of spouse. A medical statement signed by the critically ill person's attending physician must be submitted. Such statement must include verification that the critical illness was life threatening.

14.1.2 In any one contract year, not more than three days leave for the death of each of the teacher's father, mother, husband, wife, son, daughter, brother, sister, grandchild, grandparent or parents of spouse. If necessary travel warrants additional leave, the three days may be extended up to a maximum of five days.

14.1.3 In any one contract year, two days leave for attendance at the funeral of each of the teacher's grandparents (including in-law), grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law. If circumstances warrant additional leave, the two days may be extended up to a maximum of five days.

14.1.4 In any one contract year, one day leave for attendance at the funeral of each of the teacher's uncle, aunt, cousin, nephew or niece.

14.1.5 Under special circumstances, leaves outlined in clauses 14.1.1, 14.1.2, 14.1.3 and 14.1.4 above, may be extended to include the same relatives of the teacher's spouse.

14.1.6 For attendance at the funeral in the capacity of pallbearer, honorary pallbearer, speaker, soloist or friend of the family, one day provided that the teacher receives no remuneration for such services.

14.2 Additional Parental Leave

14.2.1 In addition to maternity, parental leave and adoption, teachers shall be entitled to a further parental leave without pay or benefits for a further 52 weeks.

14.2.2 Parental leave will terminate at the end of a school year or at the end of a reporting period in the school year.
14.2.3 A teacher who held a position for which an administrative allowance was paid and for which the term of payment of the allowance has not been completed, shall be returned to a position with an equivalent administrative designation where possible and where this is not possible the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment or for three years, whichever period of time is less.

14.3 Graduation, Convocation and University Exams Leave (with Full Pay)

14.3.1 In any one contract year, one day leave for the purpose of writing university examinations.

14.3.2 In any one contract year, one day leave to attend the teacher's university convocation exercises.

14.4 Citizenship Leave (with Full Pay)

14.4.1 While obtaining citizenship papers at a scheduled session of the court, 1/2 day.

14.5 Jury Duty Leave (with Full Pay)

14.5.1 While serving as a witness as a result of a notice to attend or subpoena, or for jury duty or any summons related thereto, provided that any witness fee or jury stipend received (excluding subsistence allowances and/or expenses) is remitted by the teacher to the School Jurisdiction.

14.6 Leave for Child’s Arrival (With Full Pay)

14.6.1 In any calendar year, two days of leave for a teacher to attend at the birth of their child or to assist in bringing their newborn child home from the hospital.

14.7 Family Needs Leave (with Full Pay)

14.7.1 Effective September 1, 2017, in any one contract year, not more than three days to attend to provide care for a family member, make arrangements for medical care of a family member, or attend to other legal or business issues necessary for long-term or emergent support of a family member. Family is defined as spouse, child, parent, sibling; or any other person residing in the teacher’s household.

14.8 Leaves with Pay Less the Cost of a Substitute Teacher whether one is used or not
14.8.1 For attendance, in an official capacity, at educational conventions; or civic government meetings or conventions.

14.8.2 Because of impassable roads or the suspension of public transportation or any other cause related thereto beyond the teacher's control.

14.9 Service to Other Agencies Leave

14.9.1 A teacher may apply to the superintendent or designate and receive leave of absence with pay, provided the School Jurisdiction is reimbursed for the cost of full pay for attendance at committee meetings or functions or requested by Alberta Education.

15. CENTRAL GRIEVANCE PROCEDURE

15.1 This procedure applies to differences:

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

b) about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and

c) where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.

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

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

15.4 An "operational" day is an instructional or non-instructional day in the School Jurisdiction calendar on which teachers are scheduled to work.

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

15.6 Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:
a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.

b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.

15.7 The written notice shall contain the following:

a) A statement of the facts giving rise to the difference,

b) The central item or items relevant to the difference,

c) The central item or items and the non-central item or items, where the difference involves both, and

d) The remedy requested.

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

15.9 Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the School Jurisdiction affected by the difference may be invited to participate in the discussion about the difference.

15.10 The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Jurisdiction, and any affected teacher or teachers.

15.11 If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.

15.12 (a) Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.
(b) TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediaiion Services make the necessary appointment.

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

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

a) An affected School Jurisdiction rectify any failure to comply with the collective agreement.

b) An affected School Jurisdiction pay damages to the Association, affected teacher or teachers, or both.

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

15.15 The award of the Arbitration Board is binding on:

a) TEBA and the Association.

b) Any affected School Jurisdiction.

c) Teachers covered by the collective agreement who are affected by the award.

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

16. LOCAL GRIEVANCE PROCEDURE

The grievance procedure provides for the settlement of any difference(s) between any employee covered by this collective agreement and the School Jurisdiction, or the Association and the School Jurisdiction, concerning the interpretation, application, operation or alleged violation of this collective agreement and includes any disputes as to whether the difference is arbitrable. All grievances shall be dealt with as herein provided, without stoppage of work or refusal to perform work.
In the event the grieving party fails to take the necessary action as outlined in working conditions and grievance procedures within the time limits specified, the grievance shall be deemed to be at an end.

Any of the following time limits may be extended at any stage upon written consent of the parties.

**Working Conditions**

(a) Such difference (hereinafter called "grievance") shall first be submitted in writing to the secretary treasurer of Lethbridge School District No 51 (hereinafter referred to as secretary treasurer) and to the president of the Association Local No 41, as the case may be, who in turn submits it to the working conditions committee. The working conditions committee is composed of four Association representatives (teacher welfare chairperson, the president of the Association Local No 41 and two representatives) and four School Jurisdiction representatives (two Board trustees, secretary treasurer and superintendent or designate).

(b) Such written submission shall be made within 15 working days from the date of the incident giving rise to the grievance or from the date the griever first had knowledge of the incident, whichever is later.

(c) Such grievance shall set out the nature of the grievance and the article(s) of this collective agreement which is alleged to have been violated.

(d) Six members of the working conditions committee, (three Board representatives and three Association representatives) shall be identified as voting members for the purpose as outlined below. A quorum shall consist of six voting members.

(e) The grievance shall be placed on the agenda of the first regular meeting of the working conditions committee following receipt of the grievance by the secretary treasurer and the president of the Association Local No 41.

(f) If the voting members of the working conditions committee reach a unanimous decision as to the disposition of any grievance, that decision shall be final and binding and the griever shall be so informed by registered letter by the secretary of the working conditions committee within five working days. If the working conditions committee does not reach a unanimous or any decision, the griever shall be so informed by registered letter by the secretary of the working conditions committee within five working days.

If the grievance is of a personal nature, the griever, the secretary treasurer or the president of the Association Local No 41 will have the right to refer the grievance directly to the grievance committee, rather than having the matter dealt with by the working conditions committee.
Grievance

Members of the working conditions committee shall not be members of the grievance committee.

Either party and/or their representatives may appear before the grievance committee to present an oral and/or written submission.

Within five working days of receipt of the registered letter by the griever, the griever shall notify in writing the secretary treasurer of the School Jurisdiction and the president of the Association Local No 41 that the griever wishes to refer the matter to the grievance committee.

(a) The grievance committee shall be composed of two representatives of the School Jurisdiction appointed by the Board and two representatives of the Association appointed by the Local president. A quorum of the committee shall consist of all members. The secretary treasurer and Local president shall notify in writing within two working days the respective party of their grievance committee members.

(b) The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within 15 working days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where, by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding. The grievance committee shall inform the griever of the decision, by registered letter, within five working days.

Arbitration

If the grievance committee does not reach a unanimous or any decision within the said time then either the School Jurisdiction or the Association may, by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided.

(a) Such notice must be given within 10 working days after the date of the aforesaid 15 working day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is later.

(b) Each party shall appoint one member as its representative on the arbitration board within five working days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five working days of the appointment of the second of them, appoint a third person who shall be the chairperson. In the event of any failure to appoint a chairperson either party may request the director of mediation services to make the necessary appointment.

(c) The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
(d) The arbitration board shall not change, amend or alter any of the terms of this collective agreement. All grievances or differences submitted shall present an arbitrable issue under this collective agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this collective agreement or that involves the determination of a subject matter not covered by or arising during the term of this collective agreement.

(e) The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the arbitration board.

(f) The arbitration board shall give its decision not later than 10 working days after the appointment of the chairperson provided, however, this time period may be extended by written consent of the parties. Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear jointly and equally the expense of the chairperson.
In witness whereof the parties have executed this agreement this 18th day of December, 2018.

REPRESENTATIVES OF:

LETHBRIDGE SCHOOL DISTRICT NO 51
BOARD OF TRUSTEES

[Signature]

[Signature]

ASSOCIATE SUPERINTENDENT

[Signature]

ALBERTA TEACHERS' ASSOCIATION
LETHBRIDGE LOCAL NO 41

[Signature]

[Signature]

ALBERTA TEACHERS' ASSOCIATION
COORDINATOR, TEACHER WELFARE

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

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

<table>
<thead>
<tr>
<th>Instructional</th>
<th>Non Instructional</th>
<th>Total Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>190</td>
<td>10</td>
<td>200</td>
</tr>
<tr>
<td>189</td>
<td>11</td>
<td>200</td>
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<td>200</td>
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<tr>
<td>184</td>
<td>16</td>
<td>200</td>
</tr>
<tr>
<td><strong>Base</strong></td>
<td><strong>183</strong></td>
<td><strong>200</strong></td>
</tr>
<tr>
<td>182</td>
<td>17.5</td>
<td>199.5</td>
</tr>
<tr>
<td>181</td>
<td>18</td>
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<tr>
<td>180</td>
<td>18.5</td>
<td>198.5</td>
</tr>
<tr>
<td>179</td>
<td>19</td>
<td>198</td>
</tr>
<tr>
<td>178</td>
<td>19.5</td>
<td>197.5</td>
</tr>
<tr>
<td>177</td>
<td>20</td>
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<td>194</td>
</tr>
<tr>
<td>170</td>
<td>23.5</td>
<td>193.5</td>
</tr>
</tbody>
</table>

1.2 For the purpose of this collective agreement and notwithstanding the provisions of the School Act, Teachers’ Convention is counted as a non-instructional day.

1.3 The trial program will take place during the 2017-18 school year and expires on August 31, 2018, notwithstanding that the collective agreement is bridged by operation of law.
New Letter of Understanding # 2 – Me Too Clause/Increase Modifier

1. For the purposes of this Letter of Understanding only, the following definitions apply:

1.1 "comparator agreement" means the provincial collective agreements listed below for the period commencing April 1, 2017:

- Government of Alberta and the Alberta Union of Provincial Employees respecting the Locals 1, 2, 3, 4, 5, 6 and 12
- Alberta Health Services and United Nurses of Alberta
- Alberta Health Services and the Health Sciences Association of Alberta
- Alberta Health Services and Alberta Union of Provincial Employees – Auxiliary Nursing
- Alberta Health Services and Alberta Union of Provincial Employees – General Support Services

1.2 "first year" means with respect to a comparator agreement the period from April 1, 2017 to March 31, 2018.

1.3 "second year" means with respect to a comparator agreement the period from April 1, 2018 to March 31, 2019.

1.4 "general salary increase" means a salary increase percentage applied to all steps of all grids of a comparator agreement.

1.5 For greater certainty, "general salary increase" does not include market supplements or adjustments, grid adjustments, signing bonuses, reclassifications, changes to benefit premium cost sharing, new benefits or any other form of compensation whatsoever other than a common percentage increase applied to all steps of all grids applicable to each bargaining unit. It includes only such general salary increases negotiated, prior to a strike or lockout, and does not include any increases resulting from a voluntary interest arbitration award, a disputes inquiry board recommendation, or a settlement during or following a strike or lockout.

1.6 "Lump sum payment" means a one-time payment, consistent with other one-time payments sometimes referred to as signing bonuses. "Lump sum payment" explicitly does not include the continuation or renewal of lump sum payments currently provided in existing comparator agreements between School Jurisdictions and unions listed in Clause 1.1 of this Letter of Understanding.
2. If a general salary increase(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) exceeds 0%, the general salary increase(s) negotiated under that comparator agreement will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay of the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one general salary increase is negotiated for comparator agreements, the increases shall not be compounded across multiple comparator agreements, however, the total highest such general salary increase(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.

3. If a new lump sum payment(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) is negotiated, the newly negotiated lump sum payment(s) negotiated under that comparator agreement will be applied to the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one newly negotiated lump sum payment is negotiated for comparator agreements, the lump sum payments shall not be compounded across multiple comparator agreements, however, the total highest of such lump sum payment(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.

4. This Letter of Understanding expires on August 31, 2018 and will not be extended beyond that date notwithstanding that the collective agreement is bridged by operation of law. This Letter of Understanding will not apply to a general salary increase or lump sum payment for a comparator agreement negotiated to be effective after August 31, 2018.
New Letter of Understanding #3 – Classroom Improvement Fund (CIF) Grant Program

1. Each School Jurisdiction will establish a committee to support the CIF grant program. CIF committees will be composed of equal number of School Jurisdiction representatives, appointed by the School Jurisdiction or designate, and teacher representatives, appointed by the Association. Teacher representatives must be employed by the School Jurisdiction. CIF committees will have a minimum of six (6) and maximum of ten (10) equal representatives total. CIF committee may meet as viewed necessary, but shall meet at least once in the 2017-18 school year.

2. CIF committees will be responsible for reviewing and prioritizing proposals and agreeing to the distribution of the CIF grant funds available for that School Jurisdiction. The committee will be responsible to prioritize proposals based on classroom needs and approve CIF allocation of resources up to the funds available for that School Jurisdiction.

3. A majority of the CIF committee members must agree in order to advance a proposal for a CIF grant.

4. The School Jurisdiction must forward agreed-upon CIF proposals to Alberta Education. The decisions of the CIF committee is not subject of a grievance under this collective agreement.