

**In the matter of Central Table Teacher Collective Bargaining
between
the Teachers' Employer Bargaining Association (TEBA)
and
the Alberta Teachers' Association (ATA)
MEMORANDUM OF AGREEMENT**

The above named parties hereby agree that, subject to ratification, the following points constitute agreement between the parties in the current negotiations of central bargaining matters. If this Memorandum of Agreement (MOA) is ratified by members of the ATA and TEBA, the following commitments will become effective in accordance with the terms set out herein. Further, school jurisdictions and the ATA will be committed to formally amend the existing 62 Collective Agreements accordingly.

This MOA contains three elements:

- A. a proposed commitment by the Government of Alberta to trial CIF funding, for a one-year term during the 2017-18 school year (such commitment obtained by TEBA from Government);
- B. a proposed agreement between TEBA and the ATA to carry out reviews and ongoing discussion about specific matters; and
- C. agreement on central bargaining matters.

A. GOVERNMENT COMMITMENT

1. Classroom Improvement Fund (CIF)

- 1.1 The Government of Alberta will fund a grant program for the 2017-18 school year called the Classroom Improvement Fund.
- 1.2 To implement the CIF grant program, the Government of Alberta (Alberta Education) will provide up to \$75,000,000 (seventy-five million dollars) for the 2017-18 school year, to be distributed in accordance with the attached appendix, that outlines distribution of the funds, and the associated guidelines.
- 1.3 The CIF will be established on the date of ratification of this MOA.
- 1.4 The intent of the CIF grant is to improve the student experience in the classroom.
- 1.5 The CIF may be used for the following types of items (non-exhaustive list):
 - a. hiring of additional teachers
 - b. hiring of additional non-teaching staff
 - c. cost of new or augmented professional development initiatives to address student-specific needs
 - d. materials or equipment for the classroom.
- 1.6 With the exception of hiring additional staff or increasing the full time equivalency (FTE) of existing staff, the CIF cannot be used for any other form of compensation (salary or allowances) or benefits to current employees.
- 1.7 The CIF grant funding cannot be used for capital expenditures; for any administrative costs; or for any costs related to the operation of the CIF grant program.
- 1.8 As set out in Part C of this proposal, school jurisdictions and the ATA will be required to follow a specified process for submitting proposals to Alberta Education. At no time shall a proposal be submitted to Alberta Education unless it is agreed to by the majority of the school jurisdiction's CIF committee.

- 1.9 Each school jurisdiction will submit the CIF committee's agreed-upon proposal to Alberta Education. These proposals will be reviewed for compliance with the conditions of funding as set out at sections 1.5-1.8, and upon a determination that the proposal complies with the conditions of funding, the CIF grant funding will be provided to the school jurisdiction.
- 1.10 If the CIF committee of any school jurisdiction cannot agree on a CIF proposal, the school jurisdiction cannot obtain CIF grant funding.
- 1.11 Alberta Education will not accept CIF committees' agreed-upon proposals submitted later than December 15, 2017.
- 1.12 No payment of CIF grant funding will be made prior to September 1, 2017 or after August 31, 2018. Funds provided through the CIF grant program may be spent up to August 31, 2018. The school jurisdiction shall repay any unused portion of the CIF grant funds received.
- 1.13 This CIF grant program will cease as of August 31, 2018 and Government makes no commitment to continue it in any school year after 2017-18.
- 1.14 School jurisdictions will be required to provide Alberta Education with a report of CIF resource utilization, in accordance with the reporting requirements which Alberta Education will provide to school jurisdictions upon implementation of the CIF grant program.
- 1.15 Alberta Education will provide to the ATA and to TEBA a report about proposed province-wide utilization of CIF grant funds. Unless agreed to otherwise by the ATA and TEBA, this report will be provided by no later than March 31, 2018. Alberta Education will also provide an update to the ATA and TEBA, once actual utilizations are known.

B. PROPOSED AGREEMENT BETWEEN TEBA AND THE ATA, IN ADDITION TO CENTRAL MATTERS AGREEMENT

1. Information Related to "Me Too" Provisions in central matters

TEBA will provide to the ATA a copy of any ratified comparator agreement as defined at Part C of this proposal.

2. Information about CIF Grant Program

TEBA and the ATA commit to a meeting or meetings, in order to review and evaluate the 2017-18 CIF grant program, at a time or times determined by the parties.

3. Joint Benefits and Leaves Review

- 3.1 TEBA and the ATA agree to form, for the duration of this agreement, a Joint Benefit and Leaves Review Committee to be comprised of three (3) representatives of each party.
- 3.2 A representative of TEBA and a representative of the ATA shall be designated as joint Chairpersons of the Committee.
- 3.3 The Committee will be established within 60 days following ratification of this MOA unless otherwise agreed to by the parties.
- 3.4 The purpose of this review is to analyze benefits and leaves (including carrier) provided to teachers across the 61 school jurisdictions, in order to inform future teacher collective bargaining. Neither the committee nor the third party is authorized to make recommendations. Further, the outcomes of the review are confidential to the parties and may not be released publicly without the expressed authorization of TEBA and the ATA.

- 3.5 A third party agreed to by both parties will undertake the review of benefits and leaves provided to teachers across the province.
- 3.6 Both parties will share equally in the cost of the review.
- 3.7 The review will be governed by the terms of reference established by the Committee.
- 3.8 The review will be completed by February 28, 2018 unless otherwise agreed to by the parties.

4. Smaller Schools and Assignable Time Review

TEBA and the ATA commit to a meeting or meetings, in order to review and evaluate the impact of the 1200 assignable time cap on smaller schools (including colony schools), particularly schools with fewer than eight teachers. The meeting(s) will be at a time or times determined by the parties.

5. Time Off for Compression Trial Program Review

TEBA and the ATA commit to a meeting or meetings, in order to review and evaluate the trial program on time off for compression. The meetings will be at a time or times determined by the parties.

6. ATA and TEBA Joint Committee to Assist Transition from Central to Local Bargaining

TEBA and the ATA agree to form a Joint Committee to Assist Transition from Central to Local Bargaining, which committee will assist in the transition from central to local bargaining. This committee will assist in resolving differences at any local bargaining table where the local committees disagree about whether a particular matter is a local matter, and will also assist local bargaining tables with any other issues that may arise during local bargaining. The committee will meet at times determined by the parties.

C. CENTRAL MATTERS

Where Collective Agreement provisions are amended as set out below, the amendments will be italicized in those Collective Agreements.

Wherever the words “school jurisdiction” are used in the following proposals, the resulting Collective Agreement will use whatever term is used to describe the employer school board in the existing Collective Agreement of that jurisdiction.

1. Term

Amend all term Articles with the following:

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

2. Salary Adjustments

No Central Table adjustments will be made for the term of this agreement to salary grids, other rates of pay, allowances and substitute teacher daily rates of pay.

3. Grid Structure – Education

3.1 Elimination of Years One to Three of Education for all Grids

Years 1, 2 and 3 of education (grid salary categories C1, C2 and C3) will be eliminated from all Collective Agreements where they currently exist, effective September 1, 2017. All teachers who currently receive an annual salary under Categories C1, C2 or C3 of an existing Collective Agreement

will be appointed to the step within the fourth year (Category C4) that is nearest to, but not less than, the teacher's current annual salary. If that step on the grid is not C4MAX, the teacher is eligible for grid movement on the basis of experience increments.

4. Grid Movement/Experience Increments

The current provisions regarding Grid Movement/Experience Increments will remain unchanged in all Collective Agreements excepting for changes that are necessary to bring provisions in line with the following:

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

These provisions 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.

Additionally, for the following school jurisdictions, where the existing Collective Agreement provides for a grid roll up that has yet to have the final step completed, the final step shall be implemented effective September 1, 2017:

- Medicine Hat School District No. 76
- Sturgeon School Division No. 24

5. Benefits – Prepayment or Repayment of Premiums during Maternity, Adoption and Parental Leave

The underlying concept is as follows:

- Teachers are entitled to maternity, adoption or parental leave, in accordance with their existing Collective Agreement.
- A teacher on maternity, adoption or parental leave may, for the duration of any paid portion of leave, continue to participate in employee benefits as per the existing Collective Agreement.
- A teacher on maternity, adoption or parental leave may, for the duration of the unpaid portion of leave, continue to participate in employee benefits provided by the existing Collective Agreement, at the teacher's own cost, subject to the terms and conditions contained in the benefits insurance carrier policies, as amended from time to time.

Articles pertaining to the Prepayment or Repayment of Premiums during Maternity, Adoption and Parental Leave will be amended to include the following:

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

- a) 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.
 - b) Notwithstanding Clause 5.1(a), subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the school jurisdiction will continue paying the employer portion of the benefit costs for a teacher on maternity, parental or adoption leave, for a period of up to twelve months, provided the teacher repays the employee portion of the benefit premiums.
 - c) A teacher who commits to Clause 5.1(b) is responsible to repay the amount of the employer 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.
 - i) If a teacher fails to return to his/her teaching duties, the teacher shall be responsible to forthwith repay the employer paid benefit premiums, and shall reimburse the school jurisdiction upon receipt of an invoice.
- 5.2 If a teacher has not fully repaid the cost of benefit premiums previously paid by the school jurisdiction under Clause 5.1(b), the teacher is not eligible to reapply for additional consideration under Clause 5.1(b).

6. Substitute Teachers

Added into all Collective Agreements, and for any Collective Agreements with a provision, repeal and replace:

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.

7. Teachers with Principal Designations

Add to Collective Agreements where there is no existing provision

- 7.1 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.
- 7.2 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.
- 7.3 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.

8. 2012-16 Modified Framework Case Management Sunsets

Amend the following provisions to reflect the agreement below:

- 8.1 All Collective Agreements that currently contain case management sunsets arising from the 2012-16 Modified Framework Agreement case management arbitrations will remove such sunsets as they relate to central matters. This applies to:
- a) Christ the Redeemer CSRD No. 3 for benefit premiums and personal/general leave as it relates to number of days (not including accumulation), discretion and rate of pay only.
 - b) Golden Hills SD No. 75 for benefit premiums.
 - c) Horizon SD No. 67 for personal/general leave as it relates to number of days (not including accumulation), discretion and rate of pay only.
 - d) Palliser RD No. 26 for personal/general leave as it relates to number of days (not including accumulation), discretion and rate of pay only and health spending account.
 - e) Prairie Rose SD No. 8 for benefit premiums and health spending account.
 - f) Red Deer Catholic RD No. 39 for personal/general leave as it relates to number of days (not including accumulation), discretion and rate of pay only.
 - g) Rocky View SD No. 41 for personal/general leave as it relates to number of days (not including accumulation), discretion and rate of pay only and maternity leave sub percentage.
 - h) Southern Francophone Catholic for personal/general leave as it relates to number of days (not including accumulation), discretion and rate of pay only.
 - i) Southern Francophone Public for benefit premiums.

9. Association Leave

Amend existing Collective Agreements to bring provisions in line with the following and add to Collective Agreements where there is no existing provision

- 9.1 A teacher shall be granted leave of absence with pay provided the school jurisdiction is reimbursed by the ATA for the actual costs of the substitute, including the employer 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.
- 9.2 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 ATA will reimburse the school jurisdiction as per Clause 9.1. Such leaves will not be unreasonably denied.

10. Association Secondment

Amend existing Collective Agreements to bring provisions in line with the following and add to Collective Agreements where there is no existing provision

- 10.1 Where the ATA 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 ATA and is at no cost to the school jurisdiction.

- 10.2 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 ATA 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.

11. Conditions of Practice – Teacher Instructional and Assignable Time, Sunsets, Assignable Time Definition and Teacher Professional Growth Plan

11.1 Teacher Instructional and Assignable Time

- a) Effective September 1, 2017, in those school jurisdictions that have no teacher instructional time limitations in that jurisdiction's existing Collective Agreement, teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year. This provision also applies to Collective Agreements of the following school jurisdictions:
- Red Deer CRD No. 39
 - Rocky View SD No. 41
- b) Effective September 1, 2017, in those school jurisdictions that have no teacher assignable time limitations established in that jurisdiction's existing Collective Agreement, teacher assignable time will be capped at 1200 hours per school year commencing the 2017-18 school year.
- c) Effective September 1, 2017, limits on instructional and/or assignable time which did not contain a sunset date shall remain in effect in the Collective Agreements of the following jurisdictions:
- Edmonton CSSD No. 7
 - Elk Island CSRD NO. 41
 - Greater St. Albert RCSSD No. 734
 - St. Albert PSSD No. 5565
 - CSFR du Centre-Nord No. 2
 - Conseil Scolaire du Sud de l'Alberta No. 4
 - Northland SD No. 61
 - Parkland School District No. 70
- d) Effective September 1, 2017, limits on instructional and/or assignable time which did contain a sunset date in the existing Collective Agreements of the following school jurisdictions and shall have the sun setting date changed to August 31, 2018:
- Calgary RCSSD No. 1
 - Calgary SD No. 19
 - Edmonton SD No. 7

11.2 Assignable Time Definition

Repeal and replace where Collective Agreement contains an assignable time definition; add to Collective Agreements where there is no definition

- a) 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:
- i) operational days (including teachers' convention)

- ii) instruction
 - iii) supervision, including before and after classes, transition time between classes, recesses and lunch breaks
 - iv) parent teacher interviews and meetings
 - v) jurisdiction and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 11.2(c)
 - vi) staff meetings
 - vii) time assigned before and at the end of the school day
 - viii) other activities that are specified by the school jurisdiction to occur at a particular time and place within a reasonable work day.
- b) 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.
- c) Time spent traveling to and from professional development opportunities identified in 11.2(a)(iv) will not be considered in the calculation of a teacher's assignable time if:
- i) the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).
 - ii) 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.
 - iii) the time is spent traveling to and from the teacher's annual convention.

11.3 **Teacher Professional Growth Plan**

Add to all Collective Agreements

- a) Teacher Professional Growth Plans will consider but will not be required to include the school jurisdiction's goals.
- b) The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.
- c) 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.

12. **Part-Time Teachers**

Repeal and replace where Collective Agreement contains a definition of FTE; add to Collective Agreements where there is no provision:

- 12.1 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.

- 13. Employment Standards Code**
Repeal and replace in all Collective Agreements, in the Preamble, as follows:
- 13.1 Whereas this agreement is made pursuant to the laws of the province of Alberta as amended from time to time including but not limited to the School Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.
- 14. Management Rights**
Add to all Collective Agreements where there is no provision:
- 14.1 Employing school jurisdictions retain all management rights, unless otherwise provided by the expressed terms of this Agreement.
- 15. Legislation**
Amend existing Collective Agreements to bring provisions in line with the following:
- 15.1 WHEREAS, this 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, and the Labour Relations Code.
- 16. Application/Scope**
Amend existing Collective Agreements to bring provisions in line with the following:
- 16.1 This agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with a school jurisdiction excepting those positions agreed to be excluded in local bargaining between a school jurisdiction and the ATA.
- 17. Association as Bargaining Agent**
Amend existing Collective Agreements to bring provisions in line with the following:
- 17.1 The ATA is the bargaining agent for each bargaining unit and:
- a) has exclusive authority to bargain collectively with TEBA on behalf of all the employees in the bargaining units and to bind the employees in any agreement with respect to central terms; and
 - b) has exclusive authority to bargain collectively with each employer on behalf of the employees in each bargaining unit with respect to local terms, and to bind the employees by a collective agreement.
- 18. Opening Dates and Notice to Bargain**
Amend existing Collective Agreements to bring provisions in line with the following:
- 18.1 List Bargaining
- a) 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 ATA or TEBA to the other.
 - b) If agreement is not reached, the matter shall be determined by arbitration under PECBA.

- 18.2 Central Matters Bargaining
- a) Either TEBA or ATA 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 ATA must be served not less than 15 days and not more than 30 days after the central matters and local matters have been determined.
 - b) A notice referred to in subsection (1) is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.
- 18.3 Local Bargaining
- a) Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by an employer or ATA must be served after, but not more than 60 days after, the agreement referred to in section 11(4) has been ratified or the central terms have otherwise been settled.
 - b) A notice referred to in subsection (i) is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.
- 18.4 Bridging
- a) 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 agreement, until
 - i) a new collective agreement is concluded, or
 - ii) a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining
 - b) 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 or the central terms have otherwise been settled.
- 18.5 Opening with mutual agreement
- a) The ATA and TEBA may at any time by mutual agreement negotiate revisions to the central matters contained in this agreement. Any such revisions shall become effective from such date as shall be mutually agreed upon by the ATA and TEBA
 - b) The ATA and the school jurisdiction may at any time by mutual agreement negotiate revisions to the local matters contained in this agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.

19. Provision of Information

Amend current Collective Agreements to bring provisions in line with the following and add to Collective Agreements where there is no existing provision

- 19.1 As the ATA is the bargaining agent for the teachers employed by each school jurisdiction, each school jurisdiction shall provide to the ATA at least once each year no later than October 31, a list of its employees who are members of the ATA including the name, certificate number, home address, home phone number and the name of their school or other location where employed.
- 19.2 Each school jurisdiction shall provide the following information to the ATA and to TEBA annually:
- a) Teacher distribution by salary grid category and step as of September 30;

- b) HSA/WSA/RRSP utilization rates;
- c) Most recent school jurisdiction financial statement;
- d) Total benefit premium cost;
- e) Total substitute teacher cost; and
- f) Total allowances cost.

20. Central Grievance Procedure

Add to all Collective Agreements:

- 20.1 This procedure applies to difference:
- 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 ATA asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.
- 20.2 “Central item” means any item which is in italics in this Collective Agreement.
- 20.3 A “non-central item” means any item which is not in italics in this Collective Agreement.
- 20.4 An “operational” day is an instructional or non-instructional day in the school jurisdiction calendar on which teachers are scheduled to work.
- 20.5 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 ATA mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article XX.
- 20.6 Either TEBA or ATA may initiate a grievance by serving a written notice of a difference as follows:
- a) In the case of a grievance by ATA, 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 ATA.
- 20.7 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.
- 20.8 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.
- 20.9 Representatives of TEBA and ATA 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 ATA, representatives of the school jurisdiction affected by the difference may be invited to participate in the discussion about the difference.
- 20.10 The difference may be resolved through terms mutually agreed upon by TEBA and ATA. Any resolution is binding on TEBA, the ATA, the affected school jurisdiction, and any affected teacher or teachers.

- 20.11 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.
- 20.12 (a) Each party shall appoint one members 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 ATA 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 ATA 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 Medication Services make the necessary appointment.
- 20.13 The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the ATA to present evidence and to be heard.
- 20.14 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 ATA, affected teacher or teachers, or both.
- c) TEBA and ATA take actions considered fair and reasonable by the Arbitration Board.
- 20.15 The award of the Arbitration Board is binding on:
- a) TEBA and ATA.
- b) Any affected school jurisdiction.
- c) Teachers covered by the Collective Agreement who are affected by the award.
- 20.16 TEBA and the ATA shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.

New Letter of Understanding #1 – Trial Program on Time Off for Compression
Add to all Collective Agreements

1.1 This Letter of Understanding is made pursuant to Section 11 (Conditions of Practice). The parties agree that where teacher instructional time is compressed and where current agreements are silent, teachers will receive time off in relation to the additional time worked as provided for in the chart below. Days will be rounded to the nearest 0.25 for this calculation. It is recognized by both parties that flexibility is required to maintain the calendar for the school jurisdiction but also provide assurance for teachers that increases in the length of instructional days may result in associated time off for teachers.

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

1.2 For the purpose of this Collective Agreement and notwithstanding the provisions of the School Act, Teachers' Convention is counted as a non-instructional day.

1.3 The trial program will take place during the 2017-18 school year and expires on August 31, 2018, notwithstanding that the Collective Agreement is bridged by operation of law.

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

Add to all Collective Agreements

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 Collective Agreements between employers and unions listed in Clause 1.1 of this Letter of Understanding.
2. If a general salary increase(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) exceeds 0%, the general salary increase(s) negotiated under that comparator agreement will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay of the Collective Agreements with the ATA 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 ATA 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 Grant Program
Add to all Collective Agreements

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 board or designate, and teacher representatives, appointed by the ATA. 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.
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THE PARTIES AGREE *to recommend the foregoing to their respective members.*

Dated April _____, 2017.

**THE TEACHERS' EMPLOYER
BARGAINING ASSOCIATION (TEBA)**

**THE ALBERTA TEACHERS'
ASSOCIATION (ATA)**

Appendix 1 – Distribution of the 2017-18 Classroom Improvement Fund
Based on September 2016 Student Enrollment Count

School Jurisdictions	CIF Funds
Calgary School District No. 19	\$13,022,000
Edmonton School District No. 7	\$10,592,000
Calgary Roman Catholic Separate School District No. 1	\$6,173,000
Edmonton Catholic Separate School District No. 7	\$4,591,000
Rocky View School Division No. 41	\$2,589,000
Elk Island Public Schools Regional Division No. 14	\$1,991,000
Black Gold Regional Division No. 18	\$1,324,000
Chinook's Edge School Division No. 73	\$1,314,000
Parkland School Division No. 70	\$1,269,000
Red Deer Public School District No. 104	\$1,265,000
Christ the Redeemer Catholic Separate Regional Division No. 3	\$1,262,000
Lethbridge School District No. 51	\$1,254,000
Red Deer Catholic Regional Division No. 39	\$1,139,000
St. Albert Public School District No. 5565	\$994,000
Palliser Regional Division No. 26	\$990,000
Foothills School Division No. 38	\$971,000
Grande Prairie School District No. 2357	\$968,000
Medicine Hat School District No. 76	\$913,000
Wolf Creek School Division No. 72	\$904,000
Golden Hills School Division No. 75	\$820,000
Pembina Hills Regional Division No. 7	\$797,000
Elk Island Catholic Separate Regional Division No. 41	\$796,000
Battle River Regional Division No. 31	\$790,000
Northern Lights School Division No. 69	\$736,000
Greater St. Albert Roman Catholic Separate School District No. 734	\$736,000
Peace Wapiti School Division No. 76	\$730,000
Fort McMurray Roman Catholic Separate School District No. 32	\$706,000
Sturgeon School Division No. 24	\$676,000
Fort McMurray Public School District No. 2833	\$651,000
Grande Prairie Roman Catholic Separate School District No. 28	\$643,000
Wild Rose School Division No. 66	\$636,000
Holy Spirit Roman Catholic Separate Regional Division No. 4	\$636,000
Northern Gateway Regional Division No. 10	\$614,000
Grande Yellowhead Public School Division No. 77	\$594,000
Westwind School Division No. 74	\$565,000
Buffalo Trail Public Schools Regional Division No. 28	\$556,000
Evergreen Catholic Separate Regional Division No. 2	\$552,000
St. Thomas Aquinas Roman Catholic Separate Regional Division No. 38	\$528,000
Grasslands Regional Division No. 6	\$504,000
Horizon School Division No. 67	\$481,000

School Jurisdictions	CIF Funds
Wetaskiwin Regional Division No. 11	\$474,000
Prairie Rose School Division No. 8	\$473,000
Greater North Central Francophone Education Region No. 2	\$473,000
The Southern Francophone Education Region No. 4	\$472,000
Livingstone Range School Division No. 68	\$471,000
St. Paul Education Regional Division No. 1	\$444,000
Fort Vermilion School Division No. 52	\$429,000
Peace River School Division No. 10	\$425,000
High Prairie School Division No. 48	\$410,000
Aspen View Public School Division No. 78	\$391,000
Medicine Hat Catholic Separate Regional Division No. 20	\$385,000
Clearview School Division No. 71	\$362,000
East Central Alberta Catholic Separate Schools Regional Division No. 16	\$360,000
Lakeland Roman Catholic Separate School District No. 150	\$342,000
Living Waters Catholic Regional Division No. 42	\$336,000
Holy Family Catholic Regional Division No. 37	\$314,000
Canadian Rockies Regional Division No. 12	\$304,000
Northland School Division No. 61	\$268,000
Prairie Land Regional Division No. 25	\$255,000
East Central Francophone Education Region No. 3	\$191,000
Northwest Francophone Education Region No. 1	\$149,000
Total	\$75,000,000