

# **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**

**EAST CENTRAL ALBERTA CATHOLIC  
SEPARATE SCHOOLS DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

This collective agreement is made this \_\_\_\_ of \_\_\_\_\_ 20\_\_ between East Central Alberta Catholic Separate Schools Division (Employer) and the Alberta Teachers' Association (Association).

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

*Effective date of ratification of the 2018-20 local Memorandum of Agreement, the whereas statement above is repealed and replaced by the following whereas statement:*

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

Whereas terms and conditions of employment of such teachers *and their salaries* have been the subject of negotiations between the parties, and

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

## **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 Employer excepting those positions agreed to be excluded in local bargaining between the Employer and the Association.*

1.1.1 *All teachers shall, as a condition of their employment by the Employer, be and remain members of the Association.*

*Effective January 27, 2020, clauses 1.1 and 1.1.1 above are repealed and replaced by the following clause:*

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

1.2 Excluded Positions

1.2.1 Superintendent

1.2.2 Deputy Superintendent

- 1.3 *Effective January 27, 2020 all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
- 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
- 1.4.2 *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective January 27, 2020)*
- 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the Employers in any agreement with respect to central terms.*
- 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
- 1.5.3 *For the purpose of bargaining collectively with the Association, a Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms*
- 1.6 *The Employer retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*

- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective January 27, 2020 all provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

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

### **2.2 List Bargaining**

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

### **2.3 Central Matters Bargaining**

- 2.3.1 *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than 15 days and not more than 30 days after the central matters and local matters have been determined.*
- 2.3.2 *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

### **2.4 Local Bargaining**

- 2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a Employer 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 Employer shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and Employer 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 Employer may at any time by mutual agreement negotiate revisions to the local matters contained in this collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.*

**2.8 Provision of Information (Effective until January 26, 2020)**

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by each Employer, each Employer 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 Employer 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 Employer financial statement;*
  - d) *Total benefit premium cost;*
  - e) *Total substitute teacher cost; and*
  - f) *Total allowances cost.*

**2.8 Provision of Information (Effective January 27, 2020, the following clause repeals and replaces clause 2.8 above)**

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

- 2.8.2.2 *HSA/WSA/RRSP utilization rates;*
- 2.8.2.3 *Most recent Employer financial statement;*
- 2.8.2.4 *Total benefit premium cost;*
- 2.8.2.5 *Total substitute teacher cost; and,*
- 2.8.2.6 *Total allowances cost.*

**3. SALARY**

**3.1 Salary Pay Date/Schedule**

3.1.1 Payment shall be made on or before the 24<sup>th</sup> day of each month.

**3.2 Grid**

3.2.1 *The Employer shall pay all teachers the salaries and allowances as herein set forth and computed.*

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

3.3.3 *The amount of university education of a teacher and the length of teaching experience computed as hereinafter provided, shall together determine the annual salary rate of each teacher employed by the Employer. The minimum salary, the maximum salary, and increments for each year of teaching experience are tabulated below.*

*Effective September 1, 2018*

<b>Years of Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	59,531	63,221	66,911
1	63,371	67,070	70,766
2	67,214	70,918	74,621
3	71,057	74,766	78,475
4	74,901	78,614	82,329
5	78,745	82,463	86,180
6	82,583	86,309	90,032

<b>Years of Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
7	86,427	90,160	93,892
8	90,269	94,005	97,744
9	94,107	97,856	101,603

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

- 3.3.1 *The evaluation of teacher education for salary purposes shall be determined by a statement of qualification issued by The Alberta Teachers' Association Teacher Qualifications Service in accordance with the principles and policies established by the Teacher Salary Qualifications Board pursuant to the Memorandum of Agreement dated March 23, 1967, among the Department of Education, The Association, and the Alberta School Trustees Association.*
- 3.3.2 *The adjustment dates for changes in the allowances for university education are September 1 and February 1.*
- 3.3.3 *A teacher claiming additional university education or a teacher commencing employment with the Employer shall supply the Employer within 60 days of the above mentioned dates or from the date of commencement of duties a statement of qualifications to be issued by the Teacher Qualifications Service of the Association. Until the teacher submits satisfactory evidence of qualification, 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 their teaching certificate.*
- 3.3.4 *If proof of application for the statement of qualifications is supplied within 60 days, as specified under clause 3.3.3, the university education shall be paid retroactively according to clause 3.3.2.*
- 3.3.5 *If proof of application for the statement of qualifications is not supplied within 60 days, salary shall be adjusted effective the beginning of the month following the submission of a statement of qualifications.*



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

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

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

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

3.3.3.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*

3.3.3.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

3.3.4 *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the Employer within (60) operational days from the date of completion of education or commencement of employment.*

3.3.4.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*

3.3.4.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

**3.4 Experience (effective until August 31, 2019)**

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

- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
  - b) *employed as a substitute teacher within the preceding five (5) years.*
- 3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 *Previously unrecognized experience gained in one school year with a Employer may be carried over for calculation of experience increments in the following school year with that same Employer.*
- 3.4.4 *Provisions 3.4.1 through 3.4.4 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a Employer being carried over for calculation of experience increments in the 2017-18 school year with that same Employer.*
- 3.4.5 *A year of experience shall be a school year. In the case of a teacher teaching less than the school year, the days taught will be cumulative until 130 full-time equivalent days have been reached. The salary adjustment will take place on January 1 or September 1 immediately following the accumulation of 130 days.*
- 3.4.6 *Whenever a year of teaching experience has been earned, the teacher shall not begin to earn credit toward another year of experience until commencement of another school year or January 1, whichever occurs earlier. A teacher shall earn only one experience increment per school year.*
- 3.4.7 *Teaching experience obtained by a teacher prior to engagement by the Employer shall be counted as if it had been teaching experience in a school under the Employer's jurisdiction.*
- 3.4.8 *The teacher shall be responsible to submit satisfactory evidence of teaching experience to the Employer. Until 60 days have elapsed from the commencement of employment, or until satisfactory evidence is submitted, the teacher shall be paid for experience as claimed. If after 60 days satisfactory evidence is not submitted the teacher shall be paid the minimum for their years of university education. Years of experience shall be paid retroactive to the commencement of employment.*

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

*Teachers shall:*

- a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
- b) *Not gain experience during vacation periods and leaves of absence without salary.*

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

3.4.2 *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the Employer.*

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

3.4.4 *Uncredited experience shall be carried over for the calculation of experience increments.*

3.4.5 *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

*Prior Experience*

3.4.6 *The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this article.*

- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero years of experience on the salary grid.*
- b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
- c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

- 3.4.7 *The Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8 *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
  - c) *The written confirmation is signed by an authorized officer of the previous employer.*
- 3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between Employers covered by PECBA. At the time of movement from another Employer, the receiving Employer shall assume the recognition of experience provided by the previous Employer.*
- 3.4.10 *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*
- 3.4.11 *Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

**3.5 *Special Considerations for Other Education and Experience (Effective September 1, 2019)***

- 3.5.1 *In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the Employer shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the Employer.*
- 3.5.1.1 *Teachers must present valid proof of education and experience, satisfactory to the Employer, prior to this evaluation.*

- 3.5.1.2 *This evaluation shall be conducted when a teacher is hired to teach a CTS or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.*
- 3.5.1.3 *A copy of the decision will be provided to the teacher.*
- 3.5.2 *After the evaluation in 3.5.1 has concluded, the Employer may place a teacher on a step greater than their experience and/or education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.*

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

**4.1 Administration Allowances**

4.1.1 *Administration Allowance as follows:*

4.1.1.1 **Principal Allowance**

\$10,018.79	<i>Base allowance;</i>
\$56.00	<i>For each of the first 100 students;</i>
\$29.84	<i>For each of the next 450 students;</i>
\$7.79	<i>For all remaining students;</i>
\$4.65	<i>For each home schooling student.</i>

*Each kindergarten child enrolled as of September 30 of each year shall be added to the preceding counts on the basis of 0.5 FTE per child for the purpose of calculating the principal allowance.*

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

4.1.1.3 *Administration allowance will be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. Only per student additions increased by the same percentage as the salary grid.*

#### **4.1.2 Vice-Principal's Allowance**

4.1.2.1 *The vice-principal will receive an administrative allowance equal to 50 percent of the sum allowed the principal.*

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

4.1.2.3 *Where there is more than one person sharing the vice-principal position (Management Team) each person will share an administrative allowance equal to 50 percent of the sum allowed the principal. The distribution of this share will be determined by those sharing the position in consultation with the Employer.*

4.1.3 **Coordinator Allowance:** *A teacher who is designated as a coordinator will receive an annual allowance equivalent to the base allowance payable to the principal. Part-time coordinators' allowances will be prorated according to the FTE of the appointment.*

4.1.4 *The student count for purposes of this clause shall be taken September 30.*

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

4.2.1 When the principal and vice-principal are unable to carry out their administrative duties for more than half a day, a teacher shall be designated as the acting principal.

4.2.1.1 A teacher appointed as acting principal shall receive an allowance equivalent to that of a vice-principal for each day the teacher is designated as the acting principal.

#### **4.3 Teachers with Principal Designations (Effective until January 26, 2020)**

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

- 4.3.2 *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 Employer 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.*
- 4.3.3 *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 Employer 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.*

**4.3 Teachers with Principal Designations** (Effective January 27, 2020, the following repeals and replaces clause 4.3. above)

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

**5. SUBSTITUTE TEACHERS**

**5.1 Rates of Pay**

- 5.1.1 *A substitute teacher means a teacher employed on a day-to-day basis.*
- 5.1.2 *The substitute teacher rate will be:*
- 5.1.2.1 *Effective until April 30, 2019, \$207.06 per day inclusive of vacation pay*
- 5.1.2.2 *\$103.53 payment for a half day inclusive of vacation pay*

- 5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212 and the half day rate will be \$106, inclusive of vacation pay.*
- 5.1.4 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*
- 5.1.5 *Substitute teacher rate will be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- 5.1.6 *If the substitute teacher is employed for more than a half day they shall be paid the full day rate.*
- 5.1.7 *When the assignment of a substitute teacher involves teaching before and after the noon intermission at the school, the substitute teacher shall be paid the full day rate specified in 5.1.2.1 or 5.1.3 and 5.1.4 depending on the effective date.*

## **5.2 Commencement of Grid Rate**

- 5.2.1 *Payment shall be made at the daily rate for the first five consecutive school days. On the sixth and subsequent days in the same school, where a substitute teacher continues to replace the same regular teacher, payment shall be made according to placement on the salary schedule effective the first day.*
- 5.2.2 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

## **5.3 Other Substitute Teacher Conditions**

- 6.3.1 *When a substitute teacher is required for a period in excess of five consecutive days in the same teaching assignment, the same substitute teacher shall be retained unless that teacher is unwilling to continue in the assignment.*

## **6. PART TIME TEACHERS**

- 6.1 *FTE Definition: Effective September 1, 2017, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's*



*school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*

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

6.2 *Part-time Teachers Benefits and Proration*

6.2.1 *Benefits for part time staff and job share staff shall be prorated according to their percentage of full time equivalency:*

6.2.1.1 *ASEBP Extended Disability— Plan D*

6.2.1.2 *ASEBP Life and Accidental Death and Dismemberment—Plan 2*

6.2.1.3 *ASEBP Dental Plan—Plan 3*

6.2.1.4 *ASEBP Extended Health Care—Plan 1*

6.2.1.5 *ASEBP Vision Plan 3*

6.2.2 *The balance of the premiums shall be deducted from the monthly salary of the participating teachers.*

## **7. GROUP BENEFITS**

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

7.1.1 *The Employer shall pay 100 percent of the monthly premiums of the following plans in which a teacher is enrolled:*

7.1.1.1 *Alberta School Employee Benefits Plan (ASEBP) Extended Disability— Plan D*

7.1.1.2 *ASEBP Life and Accidental Death and Dismemberment—Plan 2*

7.1.1.3 *ASEBP Dental Plan—Plan 3*

7.1.1.4 *ASEBP Extended Health Care—Plan 1*

7.1.1.5 *ASEBP Vision Plan 3*

## **7.2 Group Benefits Eligibility**

7.2.1 *Subject to the provisions of the master policies, all teachers appointed to the staff of the Employer, after the signing of this collective agreement, shall be required to enroll in the ASEBP. All teachers enrolled in the ASEBP on the signing date of this agreement shall continue to be enrolled in the plan. A teacher may be exempted from participation in the ASEBP and the Alberta Health Care Plan where they receive coverage through the spouse.*

## **7.3 Health Spending Account**

7.3.1 *For the purpose of this Clause, Eligible Teachers are defined as: Those teachers on a continuing, probationary, or temporary contract of at least five (5) months duration.*

7.3.2 *On September 1 of each year, the Employer will provide a Health Spending Account for all eligible teachers. This Health Spending Account will adhere to Canada Revenue Agency (CRA) requirements and will be in the amount of \$500.00 annually, prorated to an Employee's FTE. The unused balance will be carried forward to the extent permitted by CRA.*

*Effective September 1, 2019, the minimum amount of Health Spending Account will be \$725.*

Upon approval from ASEBP as to the date of commencement (after January 27, 2020), the Employer shall provide a Health Spending Account / Wellness Spending Account (HSA/WSA) to all eligible teachers. The Employer will contribute Seven Hundred and Twenty Five (\$725.00) for each full-time eligible teacher. Part-time employees shall be eligible on a pro-rata basis. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency and the Income Tax Act of Canada

*Notwithstanding the above, no HSA credits will be contributed for teachers who are in receipt of extended disability benefits (EDB), in receipt of a pension under the Alberta Teachers Retirement Fund, or on leaves of absence of 30 days duration or more.*

*Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.*

## **7.4 Other Group Benefits**

7.4.1 Payments made towards benefit plans by the Employer shall permit the Employer to retain and not pass on to teachers any rebates of

premiums otherwise required under Canada Employment and Immigration Commission Regulations.

7.4.2 Teacher Retirement Incentive Plan: The Employer shall maintain a Teacher Retirement Incentive plan as per policy.

7.4.3 Retired teachers over 65 who are ineligible for ASEBP and commence work for the Employer, shall be reimbursed for benefit premiums up to the equivalent amount that the Employer would have contributed had the teacher participated in all eligible plans in ASEBP upon proof of coverage.

## **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 Employers 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) Employer 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 Employer to occur at a particular time and place within a reasonable work day.*

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

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

*a) the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*

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

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

### **8.3 Duty Free Lunch**

*8.3.1 Effective April 7, 2019, the Employer will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked.*

*8.3.1.1 Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the Employer.*

*8.3.1.2 When reasonable, this break shall occur in the middle of the assignment.*

*8.3.1.3 These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

## **8.4 Other Conditions of Practice**

- 8.4.1 *General: Teachers shall be assigned for not more than 200 days in any school year. Any teacher who is in receipt of the administrative allowance as provided in article 4, shall accept the responsibility for having the school unit operational on the commencement day of each school term, semester or other division of the school year.*
- 8.4.2 *Noon-Hour Supervision: A school staff may implement a noon-hour supervision program on a non-profit or cost recovery basis.*
- 8.4.3 Home Schooling
  - 8.4.3.1 Home schooling students are those students registered with the Home Schooling Program established by the Employer.
  - 8.4.3.2 A teacher providing instruction in a classroom setting other than school of Hope and Vermilion Home School shall not have home schooling students assigned unless the teacher agrees.

## **8.5 Extracurricular**

- 8.5.1 Teacher participation in extracurricular activities is strictly voluntary.

## **8.6 School Calendar**

- 8.6.1 Teachers will be assigned one Professional Development Day, in the school calendar, for the purpose of working on their Professional Growth Plan.

# **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 Employer'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 *Employers and/or schools are not restricted in developing their own staff development plan in which the Employer and/or school may require teachers to participate.*

## **9.2 Professional Improvement Leave**

- 9.2.1 After five years of continuous service with the Employer, a teacher may be granted Professional Improvement Leave for the purpose of improving his/her education training.
- 9.2.1.1 The teacher shall be required to return to the employ of the Employer for a period of three years after completing the Professional Improvement Leave.
- 9.2.2 A teacher on Professional Improvement Leave shall receive an annual salary of 50 percent of their salary at time of leave.
- 9.2.2.1 A teacher who resigns from service of the Employer before completing the required three year period of service following such leave, shall repay the Professional Improvement Leave salary on a prorated basis.
- 9.2.2.2 Should a teacher fail to return to the employ of the Employer following Professional Improvement Leave, the teacher shall repay the Professional Improvement Leave salary.
- 9.2.3 A teacher who takes Professional Improvement Leave of absence shall retain their years of service and position. Upon resumption of duties, the teacher shall be returned to a position no less favourable than the one the teacher held before the leave was taken; where reduction of staff is required the teacher resumes his/her status in relation to the staff as a whole.
- 9.2.4 Written application for a Professional Improvement Leave of absence must be made by a teacher before February 1 prior to the school year for which such Professional Improvement Leave is requested.
- 9.2.5 If application is made, the Employer may grant one Professional Improvement Leave per year, and may in its discretion, grant more than one. Preference shall be given to years of service.

## **9.3 Payment of Non-Credit and Credit Courses**

- 9.3.1 The Employer agrees to pay the sum of the course expenses incurred by the teacher for courses taken at the request of the Employer. Travel, living expenses, or per diem will be paid at the discretion of the Employer.
- 9.3.2 Tuition fees for post-secondary courses of a religious or theological nature shall be reimbursed on proof of successful completion of the

course. Application procedures must be made in accordance with Administrative Procedure 441. The Employer is not required to reimburse a teacher for more than one course every two school years.

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

- 10.1 *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, in accordance with the following schedule:*
  - 10.1.1 *20 school days upon commencement of employment.*
  - 10.1.2 *90 calendar days after one year of employment*
- 10.2 *After 90 calendar days of continuous absence due to disability the Alberta School Employee Benefit Plan shall take effect.*
- 10.3 *Whereas a teacher is off due to sickness or on disability for more than three (3) days, the Employer may require medical certificates at regular intervals.*
- 10.4 *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident or sickness for a period of three (3) consecutive teaching days or less may be required to present to the Employer a signed statement giving the reason for such absence upon return to teaching duties.*
- 10.5 *In case of prolonged sick leave with pay, the Employer may require, at its expense, a certificate from a medical or dental practitioner designated by the Employer.*
- 10.6 *Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon their return to full-time duty, they shall be entitled to sick leave under the provision of clause 10.1.*
- 10.7 *When a teacher leaves the employ of the Employer all accumulated sick leave shall be cancelled.*
- 10.8 *Notwithstanding 10.7 in the case of a teacher who has five (5) or more years of service with the Employer and re-enters its employ, the sick leave accumulated under clause 10.1 during the period of employment with the Employer shall be reinstated, provided that the teacher re-enters within a period of two years.*
- 10.9 *If a teacher has been absent on extended disability, the teacher shall, prior to resumption of duties, provide medical certification of ability to return to work on a continuing basis.*

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

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

11.1.1 *Teachers are entitled to maternity leave without salary and benefits for a period not exceeding 18 weeks.*

11.1.1.1 *When possible, a teacher will notify the Employer of her leave requirements three months in advance of the first day of the leave. The commencement of or return from maternity leave shall be determined by the teacher. A medical certificate certifying pregnancy and expected date of delivery shall accompany such notification.*

11.1.1.2 *The Employer will register and implement a 95 percent supplementary unemployment benefits plan which teachers shall access for pay during the health related portion of the leave.*

11.1.2 *Teachers are entitled to adoption leave without salary and benefits for a period not exceeding one year.*

11.1.2.1 *When possible, a teacher will notify the Employer of the leave requirements three months in advance of the first day of the leave.*

11.1.3 *A teacher who wishes to resume employment upon the expiration of maternity leave or adoption leave (clause 11.1.2) to which they are entitled, shall give the Employer two weeks notice in writing of the day on which they intend to resume employment and the Employer shall:*

11.1.3.1 *reinstate the teacher in the position occupied at the time of maternity or adoption leave commenced; or*

11.1.3.2 *provide the teacher with alternative work of a comparable nature, at not less than the same wages, entitlements and other benefits that had accrued to the teacher to the date that the teacher commenced maternity or adoption leave.*

11.1.4 *In addition to maternity leave, each teacher shall be eligible for parental leave without pay and benefits for up to 34 weeks provided such is continuous and complete within 52 weeks after the child's birth. During the 34 week period, each teacher shall be eligible to maintain his/her benefit insurance coverage provided he/she pays 100 percent of the premiums. The teacher must give the Employer*



at least four weeks written notice of the date which the employee intends to resume work.

11.1.4.1 *If both parents are Employer employees, the parental leave may be accessed entirely by one of the parents or shared between the parents. However, the Employer is not required to grant parental leave to more than one employee at a time.*

**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 Employer 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 Employer will continue paying the Employer 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 Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*

11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*

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

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

### **11.1 Maternity Leave**

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

### **11.2 Parental Leave**

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 *The teacher shall give the Employer at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*

- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the Employer may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

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

- 11.3.1A *The Employer shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2A *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3A *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4A *The Employer shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5A *The Employer shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

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

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

- 12.1 *A teacher shall be granted two paid personal days each school year in accordance with the provisions of this section.*
- 12.2 *Teachers may accumulate unused personal days up to a maximum of five days in total and take such leave for personal purposes. Any unused accumulated leave may be carried forward for further accumulation up to the five day total maximum.*
- 12.3 *Personal leave shall be taken in consultation with the Employer's designate and where possible, two weeks' notice shall be provided.*

- 12.4 No more than five days personal leave may be taken in any school year.
- 12.5 Non cumulative personal leave days shall be accessed first.
- 12.6 Leave is subject to operational considerations of the school and will not be unreasonably denied.
- 12.7 *Personal leave under this clause shall be prorated for part time teachers based on FTE.*
- 12.8 All unused personal leave days shall be forfeited upon termination of employment.

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

- 13.1 *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association 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.*
- 13.2 *Upon written request to the superintendent or designate, the Employer 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 Employer. The Association will reimburse the Employer 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 Employer, the teacher, and the Association and is at no cost to the Employer.*
- 13.4 *During such secondment, the Employer 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 Employer for all payments made by the Employer to the teacher or on their behalf while on secondment under this clause.*

## **14. OTHER LEAVES**

### **14.1 Bereavement Leave**

- 14.1.1 *A teacher is entitled to bereavement leave with salary and benefits for not more than five days for each occurrence because of the death of a spouse, child, parent of teacher or spouse, brother, sister, or a relative who is a member of the teacher's household, and up to five (5) additional days at full salary and benefits less the cost of a substitute teacher.*
- 14.1.2 *A teacher is entitled to bereavement leave with salary and benefits for not more than three days for each occurrence because of the death of a grandparent of teacher or spouse, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or to act as a pallbearer, and up to five (5) additional days at full salary and benefits less the cost of a substitute teacher.*
- 14.1.3 *A teacher is entitled to bereavement leave with salary and benefits for not more than one (1) day for each occurrence because of the death of an aunt or uncle of teacher or spouse, niece, nephew, godparent of teacher or spouse, godparent of child and up to two (2) additional days at full salary and benefits less the cost of a substitute teacher.*
- 14.1.4 *A teacher is entitled to bereavement leave with salary and benefits less the cost of a substitute teacher for not more than two (2) days for each occurrence because of the death of a friend.*
- 14.1.5 *Bereavement leave under this article shall be prorated for part time teachers based on FTE.*

### **14.2 Critical Illness Leave**

- 14.2.1 *A teacher is entitled to critical illness leave with salary and benefits for not more than five (5) days for each occurrence because of the critical illness of a spouse, child, parent of teacher or spouse, brother, sister, or a relative who is a member of the teacher's household, and up to five (5) additional days at full salary and benefits less the cost of a substitute teacher.*
- 14.2.2 *A teacher is entitled to critical illness leave with salary and benefits for not more than three (3) days for each occurrence because of the critical illness of a grandparent of teacher or spouse, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or to act as a pallbearer, and up to five (5) additional days at full salary and benefits less the cost of a substitute teacher.*

- 14.2.3 *A teacher is entitled to critical illness leave with salary and benefits for not more than one (1) day for each occurrence because of the critical illness of an aunt or uncle of teacher or spouse, niece, nephew, godparent of teacher or spouse, godparent of child and up to two (2) additional days at full salary and benefits less the cost of a substitute teacher.*
- 14.2.4 *A teacher is entitled to critical illness leave with salary and benefits less the cost of a substitute teacher for not more than two days for each occurrence because of the critical illness of a friend.*
- 14.2.5 *Critical illness leave under this article shall be prorated for part time teachers based on FTE.*

### **14.3 Family Medical Needs Leave**

- 14.3.1 *Teacher is entitled to a maximum of four (4) days of leave during a school year to attend to the medical needs of a parent, child or spouse. Such leave shall be at full pay and benefits.*
- 14.3.2 *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident or sickness with regard to a parent, spouse or child, may be required to present to the Employer a signed statement giving reason for such absence upon return to teaching duties.*
- 14.3.3 *The Employer may grant family medical needs leave, with pay, for the treatment of immediate family illness or injury that is considered an emergency or is the result of a local doctor's referral.*
- 14.3.4 *Family medical needs leave under this article shall be prorated for part time teachers based on FTE.*

### **14.4 Leave for Child's Arrival**

- 14.4.1 *A parent shall be entitled to one (1) day leave with pay to attend the birth of their child.*

### **14.5 Convocation Leave**

- 14.5.1 *A teacher is entitled to leave of absence with pay and applicable benefits for one (1) day for each, convocation of the teacher and for the writing of an examination related to the teacher's academic studies provided that the convocation or the examination falls on a school day. Where possible, a minimum of thirty (30) calendar days notice shall be given to the superintendent.*

## **14.6 Jury Duty or Subpoena**

Leave of absence without loss of salary and benefits shall be granted

14.6.1 for jury duty or any subpoena related thereto:

14.6.2 to answer a subpoena to attend as a witness in any proceeding, except against the employee or an employee's defense against the Employer, authorized by law to compel the attendance of witnesses, provided that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and/or expenses) set by the Court or other body.

## **14.7 Weather, Road Conditions, Transportation Failure Leave**

14.7.1 A teacher who, despite reasonable effort, is unable to travel to school because of inclement weather, impassable road conditions, or the failure of transportation facilities other than the teacher's own, is entitled to full salary and benefits for the period of absence.

## **14.8 Discretionary Leave**

14.8.1 Additional leaves of absence may be granted by the Employer on application, with or without pay.

## **14.9 Deferred Salary Leave**

14.9.1 The Employer shall maintain a Deferred Salary Leave Plan as per policy.

## **15. CENTRAL GRIEVANCE PROCEDURE**

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

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

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



- 15.3 A “non-central item” means any item which is not in italics in this collective agreement.
- 15.4 An “operational” day is an instructional or non-instructional day in the Employer 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 Employer 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 Employer, and any affected teacher or teachers.

- 15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*
- 15.12 (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*
- 15.14 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected Employer rectify any failure to comply with the collective agreement.*
  - b) *An affected Employer 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 Employer.*
  - c) *Teachers covered by the collective agreement who are affected by the award.*

- 15.16 *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*
- 15.1 *Effective May 1, 2019, this procedure applies to differences:*
- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
  - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
  - c) *where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this Collective Agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this Collective Agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the Employer calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*
- 15.5 *For the purposes of this Article, written communication may be provided by email.*
- 15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.*
- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*
- 15.8 *Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*

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

15.9 *The written notice shall contain the following:*

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

15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*

15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the Employer portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the Employer affected by the difference is attending a central grievance hearing.*

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

15.13 (a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*

(b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*

15.14 (a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any*

*failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

*(b) TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

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

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

*a) An affected Employer rectify any failure to comply with the Collective Agreement;*

*b) An affected Employer pay damages to the Association, affected teacher or teachers, or both.*

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

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

*a) TEBA and the Association.*

*b) Any affected Employer.*

*c) Teachers covered by the Collective Agreement who are affected by the award.*

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

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

## **16. LOCAL GRIEVANCE PROCEDURE**

**16.1** The parties agree to the following dispute resolution process in order to resolve differences arising between any teacher covered by this agreement

and the Employer, or in a proper case between the Association and the Employer as to the interpretation, application, operation or contravention, or alleged contravention of any local condition of this Agreement or as to whether such difference can be the subject of arbitration, the Association shall have the right to present a grievance.

- 16.2 If at any time the parties agree that the alleged violation is of a central nature, the grievance procedure shall be transferred to the central grievance procedure and the central grievance procedure timelines shall be adhered to. If the alleged violation is initiated as a central nature and then defined as a local grievance, the central grievance shall be transferred to the local grievance procedure and the local grievance procedure timelines shall be adhered to.
- 16.3 The grievance procedure time limits may be extended at any stage by mutual agreement by the parties.
- 16.4 It is understood that should a satisfactory disposition of the grievance not be reached at any step of the grievance procedure within the allotted times, the Employer, the teacher, or the Association may proceed to the next step.
- 16.5 A Teacher shall have the right to be accompanied by and/or represented by an Association Representative at any meeting described in this article.
- 16.6 If the grievor fails to meet deadlines the grievance shall be deemed to be at an end.
- 16.7 Nothing in the grievance procedure precludes the parties from agreeing to informally resolve the matter.
- 16.8 The local grievance shall be dealt with as follows:

**16.9 Step 1 – Discussion**

- 16.9.1 The Teacher, with or without representation, or in the proper case the Association, shall attempt to resolve any dispute through written discussion with the Deputy Superintendent, or designate.

**16.10 Step 2 – Written Presentation**

- 16.10.1 If the dispute is not settled in Step 1, all such grievances shall be submitted to the Superintendent, or designate, within thirty (30) operational days from the date on which the teacher became aware of its occurrence.
- 16.10.2 All grievances must be presented in writing, and
  - 16.10.2.1 shall set out the nature of the dispute,

16.10.2.2 the article(s) of the Agreement that has been allegedly violated, and

16.10.2.3 the remedy sought.

### **16.11 Step 3 – Meeting**

16.11.1 The Teacher and/or their representative and the Superintendent, or designate agree to meet and endeavour to resolve the difference. The parties agree to share relevant information to the dispute. This meeting shall be scheduled within ten (10) operational days from the date the written grievance was received by the Superintendent, or designate.

### **16.12 Step 4 – Written Reply**

16.12.1 The Superintendent, or designate shall provide a written reply to the Teacher within ten (10) operational days of the date of the meeting.

16.12.2 If the parties are unable to resolve the dispute, either party may notify the other in writing of its desire to submit the difference to arbitration.

### **16.13 Step 5 – Non-Binding Mediation**

16.13.1 If the parties agree to Mediation, a mediator shall meet with the parties to assist the parties in reaching a resolution of the dispute.

16.13.2 The grievance may be resolved by mutual agreement between the parties. The parties may request that the Mediator issue a report including non-binding recommendations.

16.13.3 The expenses of the Mediator shall be borne equally by both parties.

### **16.14 Step 6 – Arbitration**

16.14.1 If the grievance is not settled at Step 4 or Step 5, the Employer or the Association, may, within the 30 calendar days following receipt of the written decision of the Superintendent, or designate at the conclusion of Step 4 or Step 5, refer the matter to Arbitration as per the Alberta Labour Relations Code, as amended from time to time.

16.14.2 If the grievance is not taken to arbitration as herein provided within the 30 calendar day period, the grievance shall be deemed to be at an end.

- 16.14.3 The Association and the Employer may, by mutual agreement, agree to proceed with a single arbitrator or a three person Arbitration Board.
- 16.14.4 The single arbitrator shall be appointed and the proceedings carried on as described in section 136 and 137 of the Labour Relations Code, as amended from time to time. If the parties are unable to agree on a person to act as the single arbitrator, either party may request the Director of Mediation Services in writing to appoint a single arbitrator. The parties agree to share equally the expenses of the arbitrator. The three person arbitration board shall be selected as described in section 138 of the Labour Relations Code, as amended from time to time. Each party shall appoint one member as its representative on the arbitration board within fifteen (15) operational days of such notice. The two members so appointed will endeavour to select a chairperson. If the parties are unable to agree on a person to act as the chairperson, either party may request the Director of Mediation Services in writing to appoint a chairperson. The parties agree to bear the expenses of its respective appointee and to share equally the expenses of the chairperson.
- 16.14.5 The single arbitrator or three person arbitration board may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.
- 16.14.6 The single arbitrator or three person arbitration board shall not alter, amend or change the terms or conditions of the collective agreement. The arbitrator or three person arbitration board may interpret, apply and give relief in accordance with an enactment relating to employment matters notwithstanding any conflict between the enactment and the collective agreement.

### **16.15 Step 7 – Award**

- 16.15.1 The single arbitrator or three person arbitration board shall issue an award in writing, and the award is final and binding on the parties and on every employee affected by it.
- 16.15.2 A decision of the majority of the members of an arbitration board is the decision of the arbitration board but, if there is no majority, the decision of the chair governs, and the chair's decision is deemed to be the award of the three person arbitration board.



## **17. EMPLOYMENT**

### **17.1 Voluntary Transfers**

- 17.1.1 Teachers who wish to change grade and/or subject assignment and/or who desire a transfer to another school must file a written request with the superintendent prior to May 1, annually. Such request must include the subjects and/or grade levels desired and the school(s) to which the teacher seeks transfer.
- 17.1.2 Prior to and including the last day of the school year, when a vacancy occurs, a teacher who has filed a notice of intent to transfer for that type of assignment shall be interviewed. Should the teacher not be selected, the teacher may request a written explanation of the reason(s).
- 17.1.3 If the Administrator requests a transfer the affected administrator's new administrative allowance shall be paid at the rate prescribed in Article 4.

### **17.2 Involuntary Transfers**

- 17.2.1 Involuntary transfers will occur only in the event of school closure or certificated staff reduction as per Administrative procedure 417 revised March 2014.
- 17.2.2 When the Superintendent requests a teacher transfer to a different school, the Employer shall pay approved moving expenses, to a maximum of \$2,000.00 incurred by the relocation.
- 17.2.3 When a teacher is transferred subsequent to the beginning of the school year, the teacher will be provided unassigned time to prepare for the new assignment. The amount of time will be by consensus between the two principals and the teacher. If there is no consensus, the Superintendent shall determine the amount of time, to be no less than one (1) day.
- 17.2.4 In the case that the Superintendent or designate transfers an administrator, the affected administrator's administrative allowance shall not be reduced below their current administrative allowance for two (2) school years following the transfer or when the administrative allowance exceeds the old one.

### **17.3 School of Hope and Vermillion Home School**

- 17.3.1 Moves under the School of Hope and Vermillion Home School will not be defined as a transfer but rather a relocation of employment within a school as the School of Hope is a virtual school.

- 17.3.2 In the event the Employer needs to restructure the School of Hope and Vermilion Home School the Employer will meet with the Association prior to any restructuring. The Employer commits that it will try to not change location of a teacher's employment more than 75 km. If the relocation is more than 75 km, the Employer will work with the teacher as to options available.
- 17.3.3 The Employer shall pay approved moving expenses to a maximum of \$2,000.00 for moving expenses incurred by the relocation.

#### **17.4 Kilometrage**

- 17.4.1 All teachers will be paid kilometrage, at the Employer rate, when an Employee is on authorized Employer Business and have received prior approval by Superintendent or designate to use their own vehicle.

**IN WITNESS WHEREOF** the parties have executed this collective agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

East Central Alberta  
Catholic Separate Schools  
Division

Alberta Teachers' Association

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Superintendent of Schools

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Coordinator, Teacher Welfare

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

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

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

1. Scope

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

2. Process

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

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

- c) *The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.*
- d) *Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.*
- e) *The arbitrator will first endeavour to assist the parties in mediating a resolution.*
- f) *If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.*
- g) *As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.*
- h) *The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

*In accordance to Section 3(a) of the Public Sector Wage Arbitration Deferral Act that took effect on June 28, 2019, section 6 of this letter of understanding shall be amended to read as follows: The arbitration hearing shall be held by no later than December 15, 2019.*

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

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

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

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

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

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

### **Letter of Understanding #9 – Principal Lieu Days**

Effective for Date of Ratification, School-Based Principals will be granted two (2) day(s), in lieu per school year, at a time mutually agreeable to the Principal and the Superintendent or Designate.

The paid days must be taken by May 31st, of the school year, or days will be forfeited and no payment shall be made in lieu. For any extension to the end of the school year, permission of the Superintendent or designate must be granted.

Should this provision be agreed to the Central table in the next round of bargaining, this Letter of Understanding shall become null and void.

**Letter of Understanding #10 – New Teacher Orientation Day**

The Employer agrees that if new teacher orientation occurs outside the operational school year the new teachers will be provided with a day in lieu and will have benefit coverage for the day.

### **Letter of Understanding #11 – Substitute Teachers**

The Parties agree that they will, over the next school year, review options available for an efficient method of calling Substitutes.

This may occur through meeting as a Committee to provide information sharing, including Central Funding, regarding the above.

This Letter of Understanding is not binding on either party.

## **Letter of Understanding #12 – Temporary and Probationary Teachers**

Temporary and Probationary Teachers will be given notice of their employment status as soon as possible.