

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

**EDMONTON CATHOLIC SEPARATE
SCHOOL DIVISION NO. 7**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this ____ of _____ 20__ between Edmonton Catholic Separate School Division No. 7 (Division) and the Alberta Teachers' Association (Association).

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

Effective January 28, 2020, the whereas statement above is repealed and replaced by the following whereas statement:

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

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

Effective January 28, 2020, clause 1.1 above is repealed and replaced by the following clause:

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

1.2 Excluded Positions

- 1.2.1 Superintendents
- 1.2.2 Managers
- 1.2.3 Directors
- 1.2.4 Officers
- 1.2.5 Coordinators

- 1.2.6 Teachers employed on an hourly basis by the Division for Lifelong Learning and Alternative Education Services to provide instruction for tutorials and summer, evening, and weekend credit courses will not be governed by the terms of this agreement.
- 1.3 *Effective January 28, 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 Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
- 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
- 1.4.2 *has exclusive authority to bargain collectively with each Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective January 28, 2020)*
- 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Jurisdictions in any agreement with respect to central terms.*
- 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
- 1.5.3 *For the purpose of bargaining collectively with the Association, a School Jurisdiction has, with respect to local bargaining, exclusive authority to bind the School Jurisdiction in any agreement with respect to local terms*
- 1.6 *The Division 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 28, 2020, all provisions of this collective agreement shall be read to be gender neutral.*
- 1.11 Structural Provisions
- 1.11.1 Liaison Committee
- 1.11.1.1 The Association recognizes the right and responsibility of the Division to formulate policy.
- 1.11.1.2 The Division agrees that it shall not make changes in the present staffing policy/guidelines and/or working conditions which are not covered in the collective agreement, without first having the matter considered by the Employee Relations/Association liaison committee consisting of up to six (6) representatives named by the Local and up to six (6) representatives named by the Division.
- 1.11.1.3 For issues of significant complexity and impact, as determined by the committee, ad hoc committees shall be formed to work on issue resolution and report back to the Employee Relations/Association liaison committee for action as appropriate.
- 1.11.1.4 Upon mutual agreement, the committee may report the outcome of its deliberations to the planning committee of the Division.

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 Division or the Association must be served after, but not more than 60 days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*

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

2.5 Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6 **Meet and Exchange**

- 2.6.1 *For central table bargaining, representatives of the Association and TEBA shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.*
- 2.6.2 *For local table bargaining, representatives of the Association and a Division shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and Division 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 Division may at any time by mutual agreement negotiate revisions to the local matters contained in this collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.*

2.8 **Provision of Information** (effective until January 28, 2020)

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

- d) *Total benefit premium cost;*
- e) *Total substitute teacher cost; and*
- f) *Total allowances cost.*

2.8.3 *The Division shall provide to the Association, once per month, a list of employees including the name, location, classification, F.T.E., seniority date, contract status, certificate number, home address and home phone number.*

2.8 ***Provision of Information** (effective January 28, 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 Division. The Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the Division from providing the information on a more frequent basis.*

2.8.2 *The Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December:*

2.8.2.1 *Teacher distribution by salary grid category and step as of September 30;*

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent Division financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 The Division shall pay each teacher employed under a continuous contract of employment one-twelfth (1/12) of the teacher's annual salary on the last teaching day during the months of September to June inclusive and on the last (banking) day of July and August of each school year. All payments will be made electronically to the account designated by each teacher.

3.1.1.1 Teachers receiving their July/August pay on the last teaching day of June may retain this method of payment.

3.1.1.2 A teacher who previously elected payment under 3.1.1.1 who then elects to receive regular monthly payments in July and August, may not revert back to the option under 3.1.1.1.

3.2 Grid

3.2.1 *All salaries and allowances referred to herein, unless otherwise specifically stated, are payable to a teacher as provided under provisions of the Education Act.*

3.2.2 *Salaries shall be paid to all teachers in accordance with their teacher education and teacher experience as per the Basic Salary Schedule:*

Basic Salary Schedule: Effective September 1, 2018

| Years of Teacher Experience | Years of Education | | |
|------------------------------------|---------------------------|----------|----------|
| | D | E | F |
| 0 | 59,579 | 62,990 | 66,848 |
| 1 | 62,977 | 66,391 | 70,244 |
| 2 | 66,375 | 69,786 | 73,644 |
| 3 | 69,773 | 73,186 | 77,043 |
| 4 | 73,171 | 76,586 | 80,442 |
| 5 | 76,570 | 79,983 | 83,840 |
| 6 | 79,970 | 83,383 | 87,239 |
| 7 | 83,368 | 86,780 | 90,636 |
| 8 | 86,765 | 90,179 | 94,037 |
| 9 | 90,164 | 93,580 | 97,431 |
| 10 | 94,270 | 97,672 | 101,576 |

3.3 Education (effective until August 31, 2019)

- 3.3.1 *Evaluation of a teacher's university education shall be as determined by the Teacher Qualifications Service of the Association. In the event evaluation is not available upon commencement of duties, the teacher shall be placed at "D-minimum" in the basic salary schedule until the evaluation is received.*
- 3.3.1.1 *When an evaluation is received, the adjustment date shall be retroactive to the later of the first date the duties commenced within the current school year, or the date the new qualifications were achieved.*
- 3.3.2 *Notwithstanding clause 3.3.1, the Division reserves the right to evaluate university degrees supplementary to that recognized by the Teacher Qualifications Service of the Association. Such evaluation shall not be in excess of one (1) year of teacher education for salary purposes if it appears to the Division to be in the best interest of the Division to do so. The Division shall inform the Association of all cases hereof.*
- 3.3.3 *Teachers shall not be paid for partial years of teacher education.*

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 Division, until such time as the Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
- 3.3.3.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*

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

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

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

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

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

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

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

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

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

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

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

3.4.5 *For recognition of teaching experience with the Division or other school jurisdictions, the following conditions shall apply:*

- 3.4.5.1 *A year of teaching experience shall be any one (1) school year during which a teacher has taught for not fewer than 115 school days.*
- 3.4.5.2 *Notwithstanding 3.4.5.1, a teacher shall be entitled to one (1) experience increment for each 150 teaching days accumulated while on contract with the Division, or other school jurisdictions provided that such service has not previously been counted for increment purposes.*
- 3.4.5.3 *For the purposes of providing proof of previous experience with school boards other than the Division:*
 - 3.4.5.3.1 *The onus of substantiating previous teaching experience while on contract rests with the teacher.*
 - 3.4.5.3.2 *Proof of previous experience must be submitted to the Division within 45 calendar days of the employee's date of hire.*
 - 3.4.5.3.3 *If such evidence as referred to in 3.4.5.3.2 above is submitted within the 45 calendar days, salary shall be paid according to this experience effective the employee's date of hire. If such evidence is not submitted within the aforementioned 45 calendar days, the teacher shall be placed in the salary schedule according to the most recent acceptable statement of experience or at the minimum of their category according to years of university education. Upon submission of such evidence, the teacher's salary shall be adjusted effective the beginning of month following submission of such evidence.*
- 3.4.6 *Notwithstanding clauses 3.4.5, a teacher shall be entitled to only one (1) increment per year, such increment being effected at the beginning of the next school year.*
- 3.4.7 *The Division agrees that Association members who are, or may become, employees of the Edmonton Catholic Teachers' Local shall have this employment recognized for grid placement purposes on a year-to-year basis to a maximum of six (6) years.*

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 Division.

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

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

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

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

Prior Experience

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

a) Until proof of experience is submitted to the superintendent or designate, all teachers new to the Division shall be deemed to have zero years of experience on the salary grid.

b) If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.

c) If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.

- 3.4.7 *The Division shall recognize prior teaching experience as if it was earned by employment with the Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8 *A teacher requesting that the Division recognize experience earned with a previous employer shall provide to the Division written confirmation from the previous employer certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
 - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
 - c) *The written confirmation is signed by an authorized officer of the previous employer.*
- 3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Jurisdictions covered by PECBA. At the time of movement from another School Jurisdiction, the receiving School Jurisdiction shall assume the recognition of experience provided by the previous School Jurisdiction.*
- 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 Journeyman Certificate

- 3.5.1 *Teachers who hold a journeyman certificate, and who are teaching Advanced Career Technology Studies courses in their area of certification must present proof of industrial, commercial, or technical experience as a journeyman, before they will receive any placement allowance. For every year served full time in the appropriate industrial, commercial, or technical fields, one (1) increment shall be granted to a maximum of eight (8) increments providing only that they teach, and continue to teach, in Advanced Career Technology Studies education, or as otherwise designated by the Superintendent.*

3.5.2 *A teacher who has received additional increments under clause 3.5.1 and who transfers or is transferred to a completely non-Career Technology Studies assignment shall be placed upon the appropriate step of the salary schedule in accordance with the number of years of teaching experience as at the effective date of the transfer. The category placement shall be in accordance with the applicable teacher qualification service evaluation.*

3.6 Other Rates of Pay

3.6.1 A teacher who is not in receipt of an administrative or consultant allowance may agree to render service during vacation periods or weekends at the request of the Assistant Superintendent of Human Resource Services.

3.6.2 A teacher who is in receipt of an administrative or consultant allowance may also agree to render service during the vacation periods or weekends at the request of the Superintendent or Assistant Superintendent of Human Resource Services, if such service is over and above the service required in return for the administrative or supervisory allowance such teacher is receiving.

3.6.3 Payment for service defined in 3.6.1 and 3.6.2 above, shall be determined at the rate of 1/200 of the teacher's basic salary for each day of the mutually agreed work period or days in lieu. All additional service must be pre-authorized by the applicable school principal or Assistant Superintendent. All agreements reached under this article must be in writing on a form agreed to by the Division and the Association and must be authorized by the Assistant Superintendent of Human Resource Services. Days so earned and paid by salary shall not be counted as experience for increment purposes.

3.7 Commencement Disbursement

3.7.1 Where a teacher is newly hired with the Division in the Year Round Schooling Program, or returning to the Year Round Schooling Program from an approved leave of absence in excess of twelve (12) months, the teacher can obtain a salary advance of up to thirty-five percent (35%) of their gross pay for the month of September, to be referred to as a "commencement disbursement," as follows:

3.7.1.1 Written request for a commencement disbursement must be submitted by the teacher to the Assistant Superintendent, Human Resource Services, by August 15.

- 3.7.1.2 The commencement disbursement will be issued to the teacher by August 31.
- 3.7.1.3 An amount equivalent to the commencement disbursement will be recovered by the Division over the teacher's remaining months in the school year or as mutually agreed.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

4.1.1 The Division may create or designate new positions falling within the scope of this agreement; nevertheless, the Division shall consult with the Association prior to establishing the salaries and allowance before the position is advertised or the appointment is made.

4.2 Administration Allowances

4.2.1 *The teacher count for determining administrative allowances shall be the number of teachers teaching full time within the school, plus the full time equivalent (calculated to the nearest whole number) of all part-time teachers within the school. This count shall be as at September 30 of each school year.*

4.2.2 **Principal and Assistant Principal:** *In addition to the salary under clause 3.2.2, the principal and assistant principal shall receive an allowance as per the following:*

| <i>FTE</i> | <i>Principal</i> | <i>Assistant Principal</i> |
|----------------|------------------|----------------------------|
| <i>0 – 19</i> | <i>25,000</i> | <i>14,000</i> |
| <i>20 – 26</i> | <i>27,000</i> | <i>16,000</i> |
| <i>27 – 33</i> | <i>30,000</i> | <i>18,000</i> |
| <i>34 – 39</i> | <i>33,000</i> | <i>20,000</i> |
| <i>40 – 47</i> | <i>37,000</i> | <i>22,000</i> |
| <i>48 +</i> | <i>41,000</i> | <i>24,000</i> |

4.2.2.1 *Under no circumstances shall an Assistant Principal allowance be greater than \$1,000 less than the least Principal allowance.*

4.2.3 *In addition to the salary under clause 3.2.2, there shall be paid an allowance to the designated teachers in the Division as per the following:*

| | |
|------------------|----------|
| Consultants | \$11,371 |
| Department Heads | \$5,981 |

4.2.3.1 *Effective September 1, 2020, teachers who are assigned to teach concurrently in two (2) or more assignments, as per the assignment letter(s), regardless of physical location, are paid \$1235 ~~888~~ per year for the second and each additional program taught.*

4.2.3.2 *Teachers who travel to more than one site (within a program and report to one Principal) may refer to the administrative procedure on travel during the work day, as amended from time to time.*

4.2.4 *In the application of Article 4, no teacher shall receive more than one (1) allowance. In the event of a teacher being eligible for more than one (1) allowance, the teacher shall receive the greater of the allowances payable.*

4.3 **Acting/Surrogate Administrators – Compensation**

4.3.1 In the event that any incumbent of an administrative position in a school is absent from duty for a period in excess of five (5) consecutive teaching days, another administrator or teacher shall assume the responsibility and be paid an allowance equal to that received by the incumbent commencing with the sixth day.

4.3.2 In a school where there is no assistant principal and the principal is absent from duty, a teacher shall be assigned the responsibility. In the event that the principal is absent from duty for a period of five (5) consecutive teaching days or more, the assigned teacher shall be paid an allowance equivalent to the principal's allowance retroactive to the first day.

4.4 **Teachers with Principal Designations (Effective until January 28, 2020)**

4.4.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

4.4.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may*

continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the Division must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.

4.4.3 *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the Division must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

4.4 Teachers with Principal Designations (Effective January 28, 2020, the following repeals and replaces clause 4.4 above)

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

4.4.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years.*

4.5 Other Administrator Conditions

4.5.1 Allocation of Principals

4.5.1.1 *In a school where there are two (2) or more teachers, the Division shall appoint a principal to the school.*

4.5.1.2 *In cases where the principal is to be responsible for more than one (1) site, discussion with the Local shall occur prior to implementation.*

4.5.1.3 *Notwithstanding 4.5.1.2 the Division shall not appoint a principal to more than two (2) sites.*

4.5.1.4 *When there are two (2) principals at one (1) school the first assistant principal may be waived or appointed at the discretion of the Superintendent.*

4.5.2 Allocation of Assistant Principal or Administrative Equivalents

4.5.2.1 *In a school where there are eight (8) or more teachers, the Division shall appoint an assistant principal or administrative equivalents.*

4.5.2.2 *In a school having 25 or more teachers, the Division shall appoint another assistant principal and/or administrative equivalents. Additional assistant principals and/or administrative equivalents may be appointed at the discretion of the Superintendent.*

4.5.2.3 *The appointment of administrative equivalents shall be considered at the request of the principal with supporting documentation from the school staff and appointed at the discretion of the Superintendent. The arrangement shall be reviewed on an annual basis and in place for a period of no more than two (2) years.*

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 *Salaries and allowances to be paid to all substitute teachers, as referred to in the Education Act, shall be as follows:*

5.1.1.1 *Effective until April 30, 2019, for the first and second day of an assignment, inclusive of holiday pay: \$223.*

5.1.1.2 *Effective May 1, 2019, substitute teachers' daily rates of pay for the first and second day of an assignment will be \$210.38 plus six percent (6%) vacation pay of \$12.62 for a total of \$223.*

5.1.1.3 *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.*

5.1.1.4 *For each individual half-day of an assignment, inclusive of holiday pay: \$135 (60% of full day rate)*

5.2 **Commencement of Grid Rate**

- 5.2.1 *For the third and subsequent consecutive student days, which comprises the same and total teaching assignment, inclusive of holiday pay, 1/200th of the salary rate applicable to the teacher concerned, pro-rated in accordance with the basic salary schedule.*
- 5.2.2 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3 **Other Substitute Teacher Conditions**

- 5.3.1 A substitute teacher shall normally follow the schedule of the teacher who is absent from duties. School administration may request, and a substitute teacher may agree, to an alteration of the schedule. Failing mutual agreement, school administration may require a substitute teacher adapt to adjustments which might normally occur if the absent teacher was in attendance.
- 5.3.2 Substitutes who accept half-day (1/2) assignments in sites where the morning timetable extends beyond 12:00 noon shall be released by 12:00 noon if they are scheduled for an afternoon assignment at another site.
- 5.3.3 For staff development sessions conducted during school hours the provision of substitute teachers will be a site-based decision.
- 5.3.4 If a substitute teacher is unable to work as a result of an injury incurred at the workplace, the Division shall pay the teacher per diem rate specified in 5.1.1 for a maximum of 20 consecutive teaching days immediately following the injury, provided that the inability to work is verified by a physician chosen or approved by the Division.
- 5.3.5 Substitute teachers who work forty (40) or more days prior to January 31 in a school year shall be eligible to attend Faith Development Day with pay.

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 definition repeals and replaces the FTE definition 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 Teacher Salaries*

6.2.1 *A part-time teacher shall be paid as provided under clause 3.2.2 above except that the annual salary to which the teacher is entitled shall be determined by multiplying the full time salary by the ratio calculated by dividing the minutes taught per week by the teacher by 1430.*

6.3 Other Part-time Teacher Conditions

6.3.1 Part time continuous contracts shall fall within two (2) categories:

Category A: a part time position made up of an assignment between 0.2 FTE and 0.5 FTE.

Category B: Greater than 0.5 FTE but less than 1.0 FTE.

Each teacher within a category shall be guaranteed an assignment within that category in the subsequent year if such a position exists in the school to which the teacher is currently assigned, unless the teacher agrees to a change in category.

6.3.2 Job Sharing – Teachers wishing to participate in job sharing will maintain their full time continuous contract on a year to year basis. All applications for job sharing must be submitted annually to the Assistant Superintendent of Human Resource Services or designate for approval.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

7.1.1 *Effective until August 31, 2019, the Division shall contribute to the payment of premiums on behalf of all participating employees in group insurance plans and shall arrange cost sharing of premiums in such a fashion as to minimize taxable benefits to teachers. The Division shall contribute ninety-seven and a half percent (97.5%) to the payment of premiums.*

7.1.1.1 *Extended Health Care*

7.1.1.2 *Dental Care*

7.1.1.3 *Extended Disability Benefit (EDB)*

7.1.1.4 *Life and Accidental Death and Dismemberment*

7.1.1.5 *Alberta Health Care*

7.1.1.6 *Vision Care*

7.1.2 *Effective September 1, 2019, the Division shall contribute 100 percent (100%) to the payment of premiums in 7.1.1.1, 7.1.1.2, 7.1.1.3, 7.1.1.4, 7.1.1.5 and 7.1.1.6.*

7.2 Group Benefits Eligibility

7.2.1 *Teachers on temporary, or probationary contract on the last day of the school year who taught under contract for at least 80 teaching days in the school year shall have their benefits continued during July and August.*

7.2.2 *All teachers entering the employ of the Division shall participate in the group life insurance, accidental death and dismemberment insurance and extended disability benefit insurance plans.*

7.2.3 *Participation in the extended health care plan, vision care plan, and dental care plan shall be a condition of employment for all teachers. Notwithstanding the foregoing, a teacher may waive participation in these plans by stating that coverage exists through the teacher's spouse.*

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

7.3.1 *Effective until August 31, 2019, each teacher will have access to a Personal Health Spending Account. The rate is as follows: \$600 per FTE.*

7.3.2 *Effective September 1, 2019, each teacher will have access to a Personal Health Spending Account. The rate will be as follows: \$725 per FTE.*

7.3.3 *The amounts are prorated for teachers employed less than full time with the Division. The unused balance will be carried forward for a total accumulation of two years. Teachers leaving the employ of the Division will forfeit any remaining balance.*

7.3.4 *On an annual basis, each eligible teacher will have the option to allocate all or a portion of their annual HSA credit to a WSA. If the annual credits are not allocated then all credits will be allocated to*

their HSA. Allocation of funds and its use will be at the sole discretion of the teacher.

7.4 Other Group Benefits

- 7.4.1 Amendments to insurance plans shall be made with the approval of a committee representative of the teachers and the Division. This committee shall be made up of the Local's table officers and the chair of the Teacher Welfare committee representing the teachers and three representatives to be named by the Division. This committee may, upon mutual agreement, refer the approval of amendments to the Employee Relations/Association liaison committee.
- 7.4.2 A teacher who suffers personal injury arising out of and in the course of employment and who incurs medical expenses not covered in group insurance plans sponsored by the Division or covered by other government agencies, shall be entitled to reimbursement for such reasonable expenses upon presentation of receipt for bills paid. Notwithstanding the above, the Division shall not be liable for payment of costs beyond a period of one year from the date of the accident that caused the injury.
- 7.4.3 The Division shall pay the cost of benefits, including the HSA, for teachers sixty-five (65) years of age and over who have returned to employment after retiring to a maximum of the premiums and HSA contributions paid for contract teachers.

8. CONDITIONS OF PRACTICE

8.1 *Teacher Instructional and Assignable Time*

- 8.1.1 *The principal shall have the prime responsibility for allocation of instruction time and assignable time of the teaching staff.*
- 8.1.2 *The instructional week shall be organized such that a teacher who is not in receipt of an administrative allowance will not be assigned duties in excess of 1800 minutes per week, of which a maximum of 1430 minutes will be devoted to instruction of pupils.*
- 8.1.3 *Up to two (2) times per school year, during a week when parent/teacher conferences are held, a school staff may cancel or shorten classes by one half-day (1/2). On these occasions the weekly assignable time may exceed 1800 minutes in order to conduct parent/teacher conferences.*
- 8.1.4 *Notwithstanding the foregoing, teachers may agree to be timetabled for instructional duties which may vary in the number of*

minutes assigned per week. In such cases a teacher shall not be assigned instructional duties which would exceed an average of 1430 minutes per week for any given school year. Averaging shall be limited to:

- 8.1.4.1 semestered schools, where the instructional duties of teachers shall be an average of no more than 1430 minutes per week over the two (2) semesters;*
- 8.1.4.2 schools where the timetable is other than a five (5) day cycle, the average instructional duties for the weeks required for a complete cycle shall be no more than 1430 minutes.*

8.2 Assignable Time Definition

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

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

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

8.3 Other Conditions of Practice

8.3.1 *Appointments shall be made to the teaching staff and not to any particular school. The teacher shall be subject to assignment as the Superintendent or designate may deem advisable in the interests of the Division within the limitations of the Education Act.*

8.3.2 *The Superintendent, or designate, shall discuss any changes in assignment or transfer with the teacher concerned before notice of change or transfer is given.*

8.3.3 *Teachers shall provide such instruction and perform such duties as the principal shall assign in consultation with the teaching staff.*

8.3.4 *If a teacher is of the opinion that provisions in clauses 8.1, 8.3.3, 5.3.1 and 5.3.2 have not satisfactorily been implemented, the teacher may appeal the assignment to the Superintendent or designate.*

8.3.5 The Division shall:

8.3.5.1 *Staff each school in such manner that will provide adequate time for administrators to perform their functions and duties;*

8.3.5.2 *Make every attempt to staff its schools in the best interests of both students and teachers;*

- 8.3.5.3 *Agree to establish a priority of lower ratio in early childhood services and grades one (1), two (2), and three (3);*
- 8.3.5.4 *Make every reasonable attempt to avoid combined and/or split grades;*
- 8.3.5.5 *Agree to establish a priority of lower ratio in classes which have students with identified special needs.*
- 8.3.6 *Effective April 7, 2019, the Division will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked.*
 - 8.3.6.1 *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 Division.*
 - 8.3.6.2 *When reasonable, this break shall occur in the middle of the assignment.*
 - 8.3.6.3 *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.*

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

9.2 Professional Development Fund

- 9.2.1 *The Division commits to maintaining a Professional Development Fund to support costs incurred in professional development related to teachers' individual professional growth plans.*

- 9.2.2 Effective August 31, 2019, the Division will provide the amount of \$300,000 annually for a Professional Development Fund and also an amount up to \$100,000 annually for related substitute teaching costs and/or other professional improvement leave. Substitute teaching funds cannot be converted to cash and added to the Professional Development Fund.
- 9.2.3 The parties shall maintain a joint committee within 30 days of ratification of the collective agreement to review guidelines for administration of the Fund. The committee will be comprised of three members of Local 54 and three members appointed by the Division unless otherwise mutually agreed.
- 9.2.4 The committee shall review guidelines which:
 - 9.2.4.1 Ensure there is a clear focus on teaching quality and improvement of student outcomes;
 - 9.2.4.2 Review a process for application and funding access that is compatible with Division policy and procedure;
 - 9.2.4.3 Review a process for appeal; and
 - 9.2.4.4 Support Professional Development opportunities offered locally.
- 9.2.5 The committee shall meet at the request of either party to ensure that guidelines are observed.
- 9.2.6 Edmonton Catholic Teachers Local 54 of the Association shall administer the distribution of the Professional Development Fund. After the Local has approved funding distribution, the information shall be shared in a timely manner with the Assistant Superintendent, Human Resource Services, for review. A monthly report will be provided to the Assistant Superintendent, Human Resource Services. Funds not allocated by August 31 shall revert to the Division.

9.3 Professional Improvement Leave

- 9.3.1 Definition: A Professional Improvement Leave shall mean a leave:
 - 9.3.1.1 from regularly assigned duties;
 - 9.3.1.2 with pay;

- 9.3.1.3 for the purpose of professional improvement as specified by the teacher, and in accordance with the needs of the Division;
 - 9.3.1.4 for members included in this bargaining unit;
 - 9.3.1.5 approved by the Superintendent.
- 9.3.2 Types: Professional Improvement Leaves shall be of two (2) types:
- 9.3.2.1 intermediate term, a leave for a period of 21 teaching days to 121 teaching days (this period of time would be utilized for study workshops, conference, research, study projects and others) and paid 75 percent of basic salary;
 - 9.3.2.2 short term, a leave for a period of three (3) teaching days to 20 teaching days (this period of time would be utilized for workshop conferences, research, study projects and others) and paid 100 percent of total salary.
- 9.3.3 Selection Committee: A Selection Committee for Professional Improvement Leaves shall be appointed prior to June 30th each year and shall be composed of three (3) representatives from the Association and three (3) representatives from the Administration. The Selection Committee shall:
- 9.3.3.1 receive from Human Resource Services relevant information;
 - 9.3.3.2 evaluate all pertinent information;
 - 9.3.3.3 communicate the availability of the Professional Improvement Leave for the following school year;
 - 9.3.3.4 prepare and establish the criteria to be used in the selection of the applicants for professional improvement leave;
 - 9.3.3.5 recommend suitable candidates for leaves to the Superintendent.
- Applicants will be notified of the outcome of their application within 10 teaching days of the recommendation being received by the Superintendent.
- 9.3.4 Application: Teachers applying for Professional Improvement Leaves shall complete the proper application form and submit it to

Human Resource Services by the deadline date as determined by the Selection Committee in 9.3.3 above.

- 9.3.5 Undertaking by Teacher: A teacher who is granted an intermediate term Professional Improvement Leave shall enter into an agreement with the Division to return to duty following expiration of the leave and shall not resign or retire from teaching service, other than by mutual consent between the Division and the teacher, for a period of at least two (2) years after resuming duties.

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 sickness or disability. Teachers shall attempt to schedule medical or dental treatments so as to minimize disruption to the instructional program.*
- 10.2 *Upon request by the Division the teacher shall provide satisfactory medical evidence confidentially to Employee Health Services:*
- 10.2.1 *on a form to be supplied by the Division, a declaration as to the reason for the absence under clause 10 where the sick leave is for a period of three (3) days or fewer;*
- 10.2.2 *a certificate signed by a qualified medical Doctor indicating that the absence was necessitated by illness where the sick leave is for a period in excess of three (3) consecutive teaching days.*
- 10.3 *The Division shall be entitled to require at any time an examination by a doctor or dentist selected by the Division and at the Division's expense.*
- 10.4 *A teacher on temporary, or probationary contract:*
- 10.4.1 *shall be provided sick leave benefits in accordance with the provisions of the Education Act;*
- 10.4.2 *in the second and subsequent years of employment with the Division, shall be entitled to carry forward the unused portion of sick leave from the previous year.*
- 10.5 *A teacher on continuous contract shall be provided ninety calendar days of sick leave entitlement. This shall be with or without pay as follows and serve as the EDB elimination period.*
- 10.5.1 *The teacher who becomes sick or disabled during a period while actively at work shall begin the EDB elimination period with pay on the first day of absence.*

- 10.5.2 *The teacher who becomes sick or disabled during a leave granted under Articles 9.3 and 10 to 14, other than clauses 11.1.1 to 11.1.7 for maternity leaves commencing before May 1, 2019 or clauses 11.1.1 to 11.1.5 for maternity leaves commencing on or after May 1, 2019, of the collective agreement shall begin the EDB elimination period without pay at the time the sickness or disability is determined by a medical Doctor to have begun. Should the teacher have been scheduled to return to regular duties before the end of the elimination period the teacher shall have access to the remainder of the elimination period as sick leave with pay.*
- 10.5.3 *Where a teacher is unable to work full time due to a medical disability the Division and teacher may agree that the sick leave entitlement be applied on a pro-rated basis for part-time work for a specified period.*
- 10.6 *If the sickness or disability continues beyond the elimination period, salary payment, if any, shall terminate subject to the provisions of the Education Act. Teachers enrolled in the EDB plan shall apply for benefits at the first opportunity to do so.*
- 10.7 *A teacher who has been absent due to the above reasons and returns to regular duties shall have the ninety calendar days sick leave entitlement reinstated. However, should the teacher suffer from a recurrence of the same disabling condition within six (6) months the teacher shall apply for EDB immediately. Once approved, the EDB benefit shall be effective the first day of absence due to the recurrence.*
- 10.8 *Reinstatement of sick leave entitlement occurs except in instances where the teacher has been continuously absent under the provisions of clause 10 for a period of 14 or more calendar days. In such cases, the Division may request a medical certificate signed by a medical doctor prior to the date of return verifying that the teacher is able to return to work on a continuous basis.*
- 10.9 *Notwithstanding clause 10.5, teachers who have accumulated sick leave credit in excess of sixty days as of September 1, 1981, shall retain said accumulation. The bank of accumulated sick leave shall be for the sole purpose of the computation of a retirement gratuity. Teachers shall be eligible for this retirement gratuity should they become disabled after January 1, 2001 and access the extended disability benefit. The gratuity shall be based upon the difference between the teacher's net salary and the teacher's net income from the extended disability benefit for the period equivalent to the number of days in the bank of accumulated sick leave that would otherwise have been used by the teacher before applying for EDB.*

- 10.10 *When a teacher leaves the employ of the Division all accumulated sick leave shall be cancelled. However, providing the teacher has five (5) or more consecutive years' service with the Division and returns to the staff within two (2) years, the sick leave accumulated under clause 10.9 shall be reinstated to the teacher.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

Maternity Leave: *Teachers are entitled to maternity leave. Maternity leave shall be granted under conditions as specified below.*

- 11.1.1 *The maternity leave will begin at the discretion of the teacher. The teacher shall, when possible, notify the Division of her leave requirements three (3) months in advance of the first day of leave and begin at the natural breaks in the school year.*

- 11.1.2 *The Division may request a statement from a physician indicating the approximate date of delivery.*

- 11.1.2.1 *For the purposes of this leave medical certification of proof of pregnancy, birth and requirement for sick leave may be provided by a doctor or a midwife.*

- 11.1.3 *Maternity leave shall be without pay except as provided in 11.1.6.*

- 11.1.4 *The teacher may terminate the leave at any time up to one (1) year following the date of delivery, or at a later date which is satisfactory to both parties. The expected leave return date shall be indicated at the commencement of the leave. When possible, return to work shall be at natural breaks in the school year.*

- 11.1.5 *In any event, the teacher shall give the Division no less than 30 calendar days' notice, in writing, of the intended return date.*

- 11.1.6 *When a teacher on continuous contract is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher shall be eligible for one of the following options:*

- 11.1.6.1 *if the absence begins prior to 10 weeks before the estimated date of delivery and continues without return to work, the teacher shall be placed on sick leave until such point as the teacher is eligible to apply for Extended Disability Benefit (EDB).*

- 11.1.6.2 *if the absence begins within the 10 week period before the estimated date of delivery, or on the date of delivery, the teacher shall choose either 11.1.6.3 or 11.1.6.4 below. Such choice shall apply until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.*
- 11.1.6.3 *the Division shall implement and maintain a Supplemental Unemployment Benefit (SUB) Plan which shall provide teachers on maternity leave with 95 percent of their weekly salary under the SUB Plan during 17 weeks of leave. The Division shall pay the portion of the teacher's benefit plan premiums specified in clause 7.1.1 of the collective agreement for the 17 week period.*
- 11.1.6.4 *notwithstanding clause 10.5.2, the teacher may access sick leave entitlement with pay as specified in article 10 of the collective agreement for the period of sickness or disability.*
- 11.1.7 *For teachers on continuous contract whose maternity leave extends over the summer break, the Division shall pay its portion of the benefit premiums, as per article 7.1.1, on a pro-rated basis for July and August.*
- 11.1.7.1 *The formula for pro-rating the above Division contributions shall be as follows: (days taught plus days on paid leave during the current school year) divided by 200 days.*

Parental Leave

- 11.1.8 *Upon request, the Division shall grant parental leave for a period of up to 37 weeks.*
- 11.1.9 *Parental leave shall be leave without pay.*
- 11.1.10 *Whenever possible, written notice of intent to take such leave must be forwarded to the Assistant Superintendent of Human Resource Services or designate at least six (6) weeks prior to commencement of the leave.*
- 11.1.11 *Written notice of intent to return to work shall be provided to the Assistant Superintendent of Human Resource Services or designate at least four (4) weeks prior to the date on which the teacher intends to return to work.*

11.1.12 *Following the leave, a teacher shall return to the position occupied at the commencement of the leave or a mutually agreed upon position.*

Adoption Leave: *Teachers shall be granted adoption leave under conditions as specified below.*

11.1.13 *The teacher shall notify the Division upon receipt of the Notice of Approval to adopt. The leave shall be available to one parent only.*

11.1.14 *The leave shall commence at any time prior to and including the date of the arrival of the adopted child, provided that the teacher supplies the Division with proof of the impending adoption.*

11.1.15 *Adoption leave shall be without pay, except as provided below. The Division shall pay the portion of the teacher's benefit plan premiums specified in clause 7.1 of the collective agreement for a maximum of 10 weeks.*

11.1.16 *The teacher may terminate the leave at any time up to one (1) year following the date of adoption, or at a later date which is satisfactory to both parties. The expected leave return date shall be indicated at the commencement of the leave. When possible, return to work shall be at natural breaks in the school year.*

11.1.17 *In any event, the teacher shall give the Division no less than 30 calendar days notice, in writing, of the intended return date.*

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 Division to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*

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

- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the Division paid benefit premiums, and shall reimburse the Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Division paid benefit premiums, and shall reimburse the Division upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Division under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

Effective for maternity, parental and adoption leaves commencing on or after May 1, 2019, the following provisions apply:

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 Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4 *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the 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 Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

11.3 Salary Payment and Benefit Premium

- 11.3.1 *At the commencement of maternity leave, the teacher shall be eligible for one of the following options:*
- 11.3.2 *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3 *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*

- a) *The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.*
- b) *The Employer shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during 17 weeks of leave.*

11.3.4 *The Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in Article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*

11.3.5 *The Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The 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 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 Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*

11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Division will continue paying the Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Division's 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 Division paid benefit premiums, and shall reimburse the Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*

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

11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 Leaves for personal reasons to a maximum of three (3) calendar days per school year shall be granted to teachers on contract as of September 30th, as follows:

12.1.1 *one (1) day without loss of pay; and*

12.1.2 *two (2) days at the cost of a substitute, whether a substitute is required or not.*

12.2 No more than two (2) personal days may be taken within one absence period. Personal leave may be taken in half-day increments.

12.3 Teachers shall be able to roll over and accumulate their one (1) unused paid personal leave day for one year. The leave day from the previous year must be used before any further roll over may occur.

13. ASSOCIATION LEAVE AND SECONDMENT

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

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

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

- 13.3.1 *At the request of the Local, a teacher who is elected to the office of President of Local 54 Association shall be granted leave of absence on a scheduled basis, up to a maximum of half-time, for the school year(s) during which the office is held.*
- 13.4 *During such secondment, the Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Division for all payments made by the Division to the teacher or on their behalf while on secondment under this clause.*
- 13.4.1 *Upon request, a leave of absence for at least one (1) day per year shall be granted to a teacher at full salary to attend an annual conference of an ATA specialist council of which the teacher is a member, to a maximum of one (1) hundred days assigned by the Local.*

14. OTHER LEAVES

14.1 General

- 14.1.1 A leave of absence is an authorization for a teacher to be absent from work for a definite period of time, granted in advance by the Division in accordance with this article.
- 14.1.2 Except in cases of emergency, or as otherwise outlined in this article, all requests for leave shall be made in writing to the Assistant Superintendent of Human Resource Services or designate, at least 10 teaching days prior to the beginning of the leave.
- 14.1.3 Teachers returning from all leaves (including deferred salary leave plan) of one (1) year or less in duration, granted through the collective agreement, shall be returned to the position held at the commencement of the leave.
- 14.1.4 Notwithstanding clause 14.1.3 teachers returning from maternity or adoption leaves at a later date satisfactory to both parties shall be returned to the position held at the commencement of the leave.
- 14.1.5 The phrase "returned to the position held at the commencement of the leave" in clause 14.1.3 does not imply that a teacher on leave has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.
- 14.1.6 Subject to the availability of replacement staff, the Division shall grant reasonable requests for leave of absence for the purpose of:

- 14.1.6.1 professional activities;
 - 14.1.6.2 community activities;
 - 14.1.6.3 private activities;
 - 14.1.6.4 other activities; or
 - 14.1.6.5 Local #54 activities.
- 14.1.7 Leaves of absence under clause 14.1.6 shall be granted at one (1) of:
- 14.1.7.1 full salary;
 - 14.1.7.2 full salary less the cost of a substitute teacher whether or not one is required;
 - 14.1.7.3 full salary subject to recovery from a third party;
 - 14.1.7.4 without salary, but maintaining employer contributions to benefit plan premiums and the employee's health care spending account with teacher portion of pension contributions reimbursed;
 - 14.1.7.5 without salary and employer contributions to benefit plan premiums and the employee's health care spending account where the leave of absence exceeds 30 calendar days or is provided otherwise in this collective agreement; or
 - 14.1.7.6 as identified in the applicable clause.
- 14.1.8 Deductions made under clause 14.1.7.2 shall in no event exceed the amount of the teacher's regular pay which would have been earned except for the leave of absence.
- 14.1.9 Teachers granted leaves of absence which extend through the period January to September, under clause 14.1.6 shall give an undertaking in writing by April 1 of their intention to return to active employment.

14.2 **Special Leaves**

- 14.2.1 A leave of absence shall be granted at full salary for:
 - 14.2.1.1 jury duty;

- 14.2.1.2 when required to appear in a legal proceeding with respect to work related matters;
 - 14.2.1.3 when served with a subpoena to appear in a court proceeding;
 - 14.2.1.4 *three (3) days on the adoption of a child provided such adoption takes place during the school year and is not taken in conjunction with Articles 11.1.13 to 11.1.17 for adoption leaves that commenced before May 1, 2019 or Articles 11.2.1 to 11.2.6 for adoption leave that commence on or after May 1, 2019;*
 - 14.2.1.5 *three (3) days birth leave provided such birth takes place during the school year or when the child is released from the hospital in the school year.*
- 14.2.2 *Leave of absence with salary shall be granted to a teacher when necessitated by the critical illness or death of a spouse, child, brother, sister, parent, grandchild, parent of spouse, foster child, or a relative who is a member of the teacher's household or for whose care the teacher is responsible, for not more than:*
- 14.2.2.1 *five (5) days for critical illness;*
 - 14.2.2.2 *five (5) days for death; or*
 - 14.2.2.3 *ten days for critical illness and death;*
 - 14.2.2.4 *two (2) days to attend the funeral of grandparent, grandparent of spouse, brother-in-law, or sister-in-law.*
 - 14.2.2.5 *The Division recognizes that there may be circumstances where the above provisions may be extended and may do so at its sole discretion.*
- 14.2.3 *Leave up to three (3) days per year shall be granted with salary to attend to the needs of a child, spouse, other member of the teacher's household or parent or parent of spouse who is dependent on the teacher.*
- 14.2.4 The Division shall provide, at no cost to the teacher, release time to attend their own convocation or graduation from a post-secondary institution.

14.3 Leave of Absence for Military Service

14.3.1 In addition to the leaves of absence provided in Articles 9.3 to 14 of this collective agreement, the parties agree to provide the following leave. A leave of absence shall be granted at full salary for up to four (4) days for deployment and return from deployment of a family member in military service. For the purposes of this clause, "a family member" shall be any member of the teacher's immediate family. Up to two (2) days of leave may be taken either at the time of deployment and up to two (2) days may be taken at the time of return from deployment.

14.3.2 A leave of absence without pay shall be granted for a teacher who is deployed for service. The teacher's position will be held for up to one year.

14.4 Domestic Violence Leave

14.4.1 A leave of absence shall be granted at full salary for up to three (3) operational days for a teacher in a domestic violence situation. Verification from a recognized professional may be required.

15. CENTRAL GRIEVANCE PROCEDURE

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

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

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

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

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

15.5 *If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under*

this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.

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

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

15.7 The written notice shall contain the following:

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

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

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

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

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

15.12 (a) Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint

a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.

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

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

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

- a) An affected Division rectify any failure to comply with the collective agreement.*
- b) An affected Division pay damages to the Association, affected teacher or teachers, or both.*
- c) TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

15.15 The award of the Arbitration Board is binding on:

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

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

Effective May 1, 2019, the following clauses apply for central grievances commencing on or after May 1, 2019 and shall repeal and replace clauses 15.1 to 15.16 above.

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 Division calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*
- 15.5 *For the purposes of this Article, written communication may be provided by email.*
- 15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.*
- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*
- 15.8 *Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
 - b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*

- 15.9 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
 - b) *The central item or items relevant to the difference,*
 - c) *The central item or items and the non-central item or items, where the difference involves both, and*
 - d) *The remedy requested.*
- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the Division affected by the difference is attending a central grievance hearing.*
- 15.12 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Division, and any affected teacher or teachers.*
- 15.13 (a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- (b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.14 (a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three*

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

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

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

- a) An affected division rectify any failure to comply with the collective agreement;*
- b) An affected division pay damages to the Association, affected teacher or teachers, or both.*
- c) TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

15.17 The award of the Arbitration Board is binding on:

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

16.1 A grievance is defined as any difference between the parties concerning the interpretation, application, administration or alleged violation of this collective agreement.

16.2 It is agreed that the maintenance of harmonious relations between the parties requires the prompt filing and disposition of grievances.

- 16.3 It is agreed that in processing a grievance a teacher may have the assistance of the Executive Director of the Local Association.
- 16.4 Grievances shall be dealt with in successive steps as follows:
- 16.4.1 Step 1: A grievance must be presented within twenty (20) teaching days of its occurrence or from the date on which the teacher ought to reasonably have become aware of its occurrence. The grievance shall be in writing and outline the nature and circumstances of its occurrence and the section or sections of the collective agreement alleged to have been violated as well as the remedy sought.
- 16.4.2 It shall be presented to the Assistant Superintendent of Human Resource Services, or designate, either directly by the grievor or through the Executive Director of the Local Association.
- 16.4.3 In any event, the Executive Director of the Local Association and the appropriate Superintendent or Director will be advised by the Assistant Superintendent of Human Resource Services, or designate, of the grievance.
- 16.4.4 The Assistant Superintendent of Human Resource Services, or designate, shall:
- 16.4.4.1 convene a meeting of those involved with the grievance;
- 16.4.4.2 communicate the decision of the administration, in writing, within 10 teaching days.
- 16.4.5 Step 2: If the grievance is not settled at Step 1, the Division or The Association, may, within the 30 calendar days following receipt of the written decision of administration at the conclusion of Step 1, refer the grievance to a Board of Arbitration, and in such case, notify the other party of its intent to proceed to arbitration. The arbitrators shall be appointed and the proceedings carried on as described in the Labour Relations Code, as amended from time to time. If the grievance is not taken to arbitration as herein provided within the 30 calendar day period, the grievance shall be deemed to have been settled at the conclusion of Step 1.
- 16.5 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 Division, the teachers or the Local Association may proceed to the next step. If the grieving teacher or the Local Association permits the times to lapse, the grievance shall be deemed to be at an end. These time limits are mandatory unless extended by mutual agreement.

17. EMPLOYMENT

17.1 Association Fees

17.1.1 All persons employed by the Division in positions requiring a valid teaching certificate shall pay fees as set by the Association. The Division shall deduct these fees from the above identified teachers, other than the Superintendent and those who have chosen associate or non-member status according to Section 5.1 of the *Teaching Profession Act*, and shall pay the fees on a monthly basis and furnish a list of teachers on a yearly basis to the Association. It is agreed that all disputes between teachers and the Association related to the collection of fees shall be referred to the Association for resolution, shall be the sole responsibility of the Association, and the Division shall not be held liable for any costs arising from the resolution of these disputes.

17.2 Information

17.2.1 All new employees to the teaching staff shall submit documents required for employee record purposes to Human Resource Services within 30 days of commencing employment or in accordance with the stipulated timelines as set by the agencies that provide the documentation.

17.3 Staff Reduction

17.3.1 In the case of staff reduction, a teacher will not be identified for priority placement or reassigned two (2) years in a row.

17.3.2 Natural attrition shall be the method used to compensate for Division wide staff reduction necessitated by declining enrolment.

17.3.2.1 Should the Division determine that it can no longer operate within the provisions of clause 17.3.2, then,

17.3.2.2 Either party to this agreement may amend clause 17.3.2 by serving notice to reopen the collective agreement for the purpose of renegotiating clause 17.3.2. Should the parties fail to agree to an amendment, the matter shall be dealt with in the next round of collective bargaining.

17.4 Job Postings

17.4.1 When a Consultant position becomes vacant, it shall be openly advertised, unless the incumbent is expected to return at the beginning of the next school year, in which case a temporary appointment will be made.

IN WITNESS WHEREOF, the Division and the Association have caused these presents to be executed by their duly authorized representative on the ____ day of _____, 20__ at Edmonton, Alberta.

For: The Board
Edmonton Catholic Separate School Division No 7

_____ Board Chair

_____ Superintendent

_____ Negotiations Chair

_____ Witness

For: Edmonton Catholic Teachers' Local No 54
The Alberta Teachers' Association

_____ President

_____ Teacher Welfare Committee Chair

The Alberta Teachers' Association

_____ Coordinator, Teacher Welfare

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

a) *The parties shall first raise the difference at a meeting of the Association and TEBA Transition Committee prior to initiating this process.*

b) *The difference shall be referred to one of the following arbitrators:*

i. *Mark Asbell*

ii. *David Jones*

iii. *Lyle Kanee*

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

c) *The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.*

d) *Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.*

e) *The arbitrator will first endeavour to assist the parties in mediating a resolution.*

f) *If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.*

g) *As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.*

h) *The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*

i) *The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process.*

If an oral decision is rendered, it will follow with a written summary including the decision and rationale.

- j) All decisions of the arbitrator are final and binding.*
- k) The arbitrator retains jurisdiction with respect to any issues arising from their decision.*
- l) For the purposes of this process, the timelines shall reflect calendar days, excluding Saturdays and Sundays or General Holidays. Notwithstanding, the parties may extend timelines by mutual agreement and such request to extend timelines shall not be unreasonably denied. The arbitrator has the authority to extend timelines in consultation with the parties.*
- m) The parties shall bear the costs of their participation in this process. The parties shall equally share the costs of the fees and expenses of the arbitrator.*

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

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

New Letter of Understanding #5 – Wellness Spending Account (WSA)

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

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

Letter of Understanding #9

There shall be formed a Joint Assistant Principal Workload Review Committee that shall:

- Assess current teaching assignments of assistant principals;
- Address other such issues as may be mutually agreed; and
- Report findings to their respective parties (Association/ECSD7) no later than January 31, 2019. This report concludes the mandate of the Committee.

Letter of Understanding Fall Break

WHEREAS the parties agree to enter into a Letter of Understanding to provide teachers a two-day Fall Break adjacent Remembrance Day.

AND WHEREAS the parties agree that, subject to ratification by both sides, this Letter of Understanding shall continue in force until such time as it is amended through Collective Bargaining.

AND WHEREAS the parties agree, notwithstanding the above, either Party may terminate this Letter of Understanding upon written notice to the other no later than March 31 preceding the calendar approval cycle.

NOW THEREFORE the parties hereto agree as follows:

- 1) Two non-operational days in adjacent to Remembrance Day.
- 2) The weekly total instructional minutes cap of 1430 per week shall be modified under a temporary variance to a maximum of 1448 minutes per week. The calendar shall be limited to a maximum of 188 instructional days for the school year affected by this Letter of Understanding.
- 3) The variance in instructional minutes shall not impact the cap of 1800 minutes per week of assignable time.
- 4) Currently, Edmonton Catholic teachers are assigned a maximum of 1430 minutes of instructional time and 370 of assignable time. The variance would provide for a maximum assignment of 1448 minutes of instructional time and 352 of assignable time.
- 5) The variance in the instructional minutes is only permissible to accommodate the loss of instructional time created by the fall break of two days in November adjoining Remembrance Day.
- 6) Under no circumstances will this fall break impact more than 2 instructional days.
- 7) The temporary variance to the instructional time cap shall not be used as a mechanism to reduce teacher FTEs.

No other amendments to the current agreement except those as already agreed.

IN WITNESS WHEREOF the parties have executive this addendum this 21st day of December 2021

Edmonton Catholic Separate School Division

For The Alberta Teachers' Association

