

COLLECTIVE AGREEMENT

[Incorporating language agreed to during Central Table Teacher Collective Bargaining between the Teachers' Employer Bargaining Association (TEBA) and the Alberta Teachers' Association (Association)]

BETWEEN

**THE EVERGREEN CATHOLIC SEPARATE SCHOOL
DIVISION**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

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This Collective Agreement is made this 10th day of February 2020 between The Evergreen Catholic Separate School Division (Employer) and the Alberta Teachers' Association (Association).

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

Effective February 10, 2020, the whereas statement above is repealed and replaced by the following whereas statement:

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

Whereas certain terms and conditions of employment and the salaries of teachers have been the subject of negotiations between the Parties; and

Whereas the Parties desire that these matters be set forth in an agreement concerning the terms of employment of the said teachers.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises and of the mutual and other covenants herein contained, with nothing further implied, the Parties agree as follows:

1. APPLICATION/SCOPE

1.1 *This Collective Agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the Employer excepting those positions agreed to be excluded in local bargaining between the Employer and the Association.*

1.1.1 *The Superintendent or their designate, is the primary liaison to/from the Employer in all matters pertaining to this agreement.*

Effective February 10, 2020, clauses 1.1 and 1.1.1 above are repealed and replaced by the following clause:

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

1.2 Excluded Positions (Effective until February 28, 2019)

- 1.2.1 Superintendent
- 1.2.2 Deputy/Assistant Superintendent
- 1.2.3 Director of Facilities
- 1.2.4 Director of Student Services

Effective March 1, 2019, provisions 1.2.5 and 1.2.6 shall come into effect and repeal and replace 1.2.1 through 1.2.4:

- 1.2.5 Any position with Superintendent in its title; and
- 1.2.6 Any position with Director in its title.

1.3 *Effective February 10, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.*

1.4 *The Association is the bargaining agent for each bargaining unit and:*

- 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any Collective Agreement with respect to central terms; and*
- 1.4.2 *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*

1.5 *Role of TEBA (Effective February 10, 2020)*

- 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the Employers in any agreement with respect to central terms.*
- 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
- 1.5.3 *For the purpose of bargaining collectively with the Association, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms.*

- 1.6 *The Employer retains all rights not specifically limited by the terms of this agreement.*

Effective February 10, 2020, clause 1.6 above is repealed and replaced by the following clause:

The Employer retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.

- 1.7 *Implementation of this Collective Agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This Collective Agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This Collective Agreement shall enure to the benefit of and be binding upon the Parties and their successors.*

1.10 Structural Provisions

1.10.1 Policy Advisory Committee

1.10.1.1 The teachers recognize the right of the Employer to formulate policies. The Employer agrees that it will not make changes in the present staffing policy and/or working conditions which are not covered in the agreement, without first having the matter considered by the policy advisory committee. The committee shall consist of representation from the school board, the superintendent's office, staff members and school administrators.

1.10.1.2 The committee shall determine its own internal procedures.

- 1.11 *Effective February 10, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2 List Bargaining

2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before*

the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.

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

2.3 Central Matters Bargaining

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

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

2.4 Local Bargaining

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

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

2.5 Bridging

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

a) a new collective agreement is concluded, or

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

2.5.2 *If a strike or lockout commences during central bargaining, the deemed continuation of the Collective Agreement is suspended until an*

agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.

2.6 Meet and Exchange

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

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

2.7 Opening with Mutual Agreement

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

2.7.2 *The Association and the Employer may at any time by mutual agreement negotiate revisions to the local matters contained in this Collective Agreement. Any such revisions shall become effective from the date mutually agreed upon by the Parties.*

2.8 Provision of Information (Effective until February 9, 2020)

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

2.8.2 *Each Employer shall provide the following information to the Association and to TEBA annually:*

- a) Teacher distribution by salary grid category and step as of September 30;*
- b) Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
- c) Most recent Employer financial statement;*
- d) Total benefit premium cost;*

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

2.8 Provision of Information (Effective February 10, 2020, the following clause repeals and replaces clause 2.8 above)

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

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

- 2.8.2.1 *Teacher distribution by salary grid category and step as of September 30;*
- 2.8.2.2 *HSA/WSA/RRSP utilization rates;*
- 2.8.2.3 *Most recent Employer financial statement;*
- 2.8.2.4 *Total benefit premium cost;*
- 2.8.2.5 *Total substitute teacher cost; and,*
- 2.8.2.6 *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

- 3.1.1 Save and except day-to-day teachers, each teacher shall be paid:
 - 3.1.1.1 One-twelfth of their annual rate of salary in effect that month on or before the 25th day of each month.
- 3.1.2 Arrangements shall be made to ensure that a teacher's salary is available at the teacher's bank no later than the 25th day of each month.

3.1.3 Payment of administrative allowances according to article 4 of this agreement shall commence on the effective date of appointment and shall continue until there is a termination of the appointment.

3.2 Grid

3.2.1 *The Employer shall pay the teachers included within the scope of this agreement the salaries as herein set forth and computed. All sums are "per annum" unless otherwise specifically stated.*

3.2.2 *The number of complete years of teacher education and the years of teaching experience, as computed according to this agreement, shall together determine the basic salary rate for each teacher employed by the Employer.*

3.2.3 *Effective September 1, 2018*

| EXP | CAT 4 | CAT 5 | CAT 6 |
|------------|--------------|--------------|--------------|
| 0 | \$59,518 | \$62,909 | \$66,537 |
| 1 | 63,338 | 66,734 | 70,395 |
| 2 | 67,162 | 70,555 | 74,250 |
| 3 | 70,986 | 74,380 | 78,106 |
| 4 | 74,809 | 78,204 | 81,962 |
| 5 | 78,629 | 82,027 | 85,816 |
| 6 | 82,451 | 85,853 | 89,670 |
| 7 | 86,275 | 89,676 | 93,528 |
| 8 | 90,095 | 93,503 | 97,384 |
| 9 | 93,918 | 97,327 | 101,242 |

3.3 Education (effective until August 31, 2019)

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

3.3.1.1 *Notwithstanding clause 3.3.1, the Employer reserves the right to evaluate university or college degrees supplementary to that recognized by the TQS of the Association, same not to be in excess of one (1) year of teacher education for salary purposes if it appears to the Employer to be in the best interest of the Employer to do so. The Employer shall inform the Local association of all cases hereof.*

3.3.2 *The adjustment dates for changes for teacher education are September 1 and February 1.*

3.3.3 *Each teacher claiming additional teacher education and each teacher commencing employment with the Employer shall supply to the Employer, within 45 days from the date of commencement of duties, a statement of qualifications to be issued by TQS of the Association. Until the teacher submits the said statement of qualifications, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for their teaching certificate.*

3.3.4 *If proof of application for a statement of qualifications is supplied within 45 days, the teacher education shall be retroactive to the commencement of employment. If proof of said application is not supplied within 45 days, salary shall be adjusted effective the beginning of the month following the submission of a statement of qualifications.*

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

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

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

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

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

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

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

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

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

3.4 Experience (effective until August 31, 2019)

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

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

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

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

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

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

3.4.5 *A year of teaching experience is equal to professional services rendered under contract for not less than 130 full-time equivalent days.*

- 3.4.5.1 *Effective September 1, 2017, substitute teaching experience shall be credited as experience in accordance with clauses 3.4.1 through 3.4.4 of this agreement.*
- 3.4.6 *The number of years of teaching experience earned by a teacher prior to engagement by the Employer is counted as if it has been teaching experience in school(s) under the Employer's jurisdiction.*
- 3.4.7 *The adjustment date for changes in the number of years allowed for years of teaching experience shall be September 1 and February 1.*
- 3.4.8 *Each teacher shall supply proof of previous teaching experience within 45 days of commencing teaching duties or supply satisfactory evidence of application for such proof within that time. Such proof must fully verify the teacher's claim for years of teaching experience.*
- 3.4.8.1 *Failure to comply with this article shall cause the teacher's salary to be reduced to the minimum for their category of teacher education. Upon receipt of proof or evidence of having applied for the same, payment shall be made commencing the month following submission.*
- 3.4.9 *A teacher holding a letter of authority is not entitled to receive more than three (3) experience increments until they submit proof of holding an Alberta teaching certificate, either interim or permanent.*
- 3.4.10 *A teacher holding an interim Alberta teacher's certificate is not entitled to more than five (5) experience increments until they submit proof of holding a permanent Alberta teaching certificate.*
- 3.4.11 *No teacher shall receive increments for experience gained while they were not holding a valid teaching certificate or letter of authority. The experience must have been gained while employed by a separate or public school board, private school, or institution where the Alberta program of studies was taught or in other jurisdictions with similar requirements.*
- 3.4 Experience** *(Effective September 1, 2019, the following repeals and replaces clause 3.4 above)*

Teachers shall:

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

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

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

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

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

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

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

Prior Experience

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

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

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

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

3.4.7. The Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.

3.4.8. A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:

- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
- b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
- c) *The written confirmation is signed by an authorized officer of the previous employer.*

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

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

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

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

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

3.5.1.1 *Teachers must present valid proof of education and experience, satisfactory to the Employer, prior to this evaluation.*

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

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

3.5.2 *After the evaluation in 3.5.1 has concluded, the Employer may place a teacher on a step greater than their experience and/or education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.*

3.6 Other Rates of Pay

3.6.1 A teacher who is not in receipt of an administration or supervisory allowance may agree to render service during the summer vacation period at the request of the superintendent.

3.6.1.1 A teacher who is in receipt of an administration or supervisory allowance may agree to render service during the summer vacation period at the request of the superintendent, if such service is over and above the service required in return for the administrative or supervisory allowance such teacher is receiving.

3.6.1.2 Payment for such service shall be determined at the rate of 1/200 of the teacher's basic salary for each day of the mutually agreed work period. A teacher who works beyond the period specified above is not entitled to additional remuneration unless the mutual agreement is revised. All agreements reached under this article must be in writing. Days earned shall not be counted as experience for increment purposes.

3.6.2 Notwithstanding article 3.6.1, administrators shall be responsible to organize their schools in order that the schools are ready for operation. In recognition of this responsibility, each administrator is entitled to take one (1) day of personal leave with pay and benefits, at their discretion, in addition to any other leaves in this agreement.

3.6 Other Allowances

3.6.1 Presentations at Teachers' Convention: A teacher who is engaged by an Association Convention Association as a speaker shall be entitled to retain any honorarium and/or stipend provided by the Convention Association in addition to their regular salary and allowances for that day.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

4.1.1 In addition to the salary under article 4.2.1, there shall be paid allowances for other supervisory personnel within the school system upon creation of such position on the recommendation of the superintendent subject to Employer approval.

4.2 Administration Allowances

- A. *For the purpose of determining allowances based on student count, such count shall be the September 30 count.*
- B. *Where a new school is opened resulting in a transfer of pupils, the administrative allowances in all schools affected shall be adjusted accordingly effective the date of the transfer of pupils.*
- C. *In the application of the below clauses, no teacher shall receive more than one (1) allowance.*
- D. *In addition to the foregoing salary, administrative allowances paid for the performance of administrative duties shall be determined by the following schedule:*

4.2.1 Principal Allowance

4.2.1.1

| | |
|---|--------------------|
| <i>Base Allowance</i> | <i>\$13,613.59</i> |
| <i>per student for the first 300 students</i> | <i>\$28.55</i> |
| <i>per student thereafter</i> | <i>\$20.72</i> |

4.2.1.2 *Notwithstanding the above, the minimum principal allowance shall be \$21,351.45.*

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

4.2.2 Assistant Principal Allowance

4.2.2.1 *Payment to assistant principals is as follows:*

4.2.2.1.1 *Where there is one (1) assistant principal, they will be paid 50 per cent of the principal's allowance.*

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

4.2.2.1.3 *Where there are two (2) or more assistant principals, each assistant principal shall be paid 50 per cent of the principal's allowance.*

4.2.3 District Coordinator Allowance

4.2.3.1 *The district coordinator allowance shall be \$4,396.20 per year.*

4.3 Red Circling

4.3.1 Upon involuntary transfer, no administrator shall receive an administrative allowance less than that received prior to the transfer.

4.4 Acting/Surrogate Administrators – Compensation

4.4.1 When in the absence of the principal, an assistant principal acts in their place for a period of five (5) or more consecutive school days, said assistant principal shall be designated as acting principal and shall receive an allowance equivalent to that of the principal for the period during which they are so designated.

4.4.2 When an assistant principal assumes the responsibility of the principal in accordance with article 4.4.1 above, the Employer may designate another teacher to assume the responsibilities and be paid the allowance of the assistant principal. A substitute teacher may be provided to fill any temporary vacancy.

4.4.3 In the event that all administrative personnel are absent, a teacher shall be designated as acting principal. The designate shall be paid \$62.80 per day starting on the first day, when school administration is absent for a period of two (2) days to ten (10) days. From the 11th consecutive day until the return of the principal or assistant principal the acting principal shall receive 1/200 of the amount in clause 4.2.1 for each day.

4.5 Teachers with Principal Designations (Effective until February 9, 2020)

4.5.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis.*

Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.

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

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

4.5 Teachers with Principal Designations *(Effective February 10, 2020, the following repeals and replaces clause 4.5. above)*

4.5.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

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

4.6 Other Administrator Conditions

4.6.1 *Allocation and Appointment of Administration:*

4.6.1.1 *In a school where there are two (2) or more teachers, the Employer shall designate one (1) teacher to be the principal of the school.*

4.6.1.2 *In a school where there are eight (8) or more full-time equivalent teachers, the Employer shall appoint an assistant principal.*

4.6.1.3 *Additional assistant principals may be appointed by the Employer, if it is deemed necessary.*

4.6.1.4 *It is the intent that all administrative appointments will be finalized for the school year on the number of full-time equivalent teachers as of September 30.*

4.6.2 *Administration Time for Administrators:*

4.6.2.1 *The Employer will staff each school in such a manner that will provide adequate time for administrators to perform their functions and duties.*

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 *Substitute teacher means a teacher employed on a day-to-day basis where a contract of employment is not in effect.*

5.1.2 *Effective until April 30, 2019, the rate of pay for substitute teachers, including four per cent (4%) vacation pay, shall be:
\$206.00 per day;*

5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212.*

5.1.4 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

5.1.5 *Effective until February 29, 2020, the half daily rate of pay for substitute teachers, including four per cent (4%) vacation pay, shall be \$103.00 per half day.*

5.1.6 *Effective March 1, 2020 and notwithstanding 5.1.2, a substitute teacher shall be paid 0.6 of the full day rate indicated in clause 5.1.3 for a.m. only worked inclusive of holiday pay. A substitute teacher shall be paid 0.5 of the full day rate indicated in clause 5.1.3 for p.m. only worked inclusive*

of holiday pay. If a teacher works two (2) partial day assignments on the same day, they shall receive 1.0 of the substitute teacher's daily rate of pay (inclusive of holiday pay).

5.1.6 *Substitute teachers shall be paid retroactively for the difference in pay between this and last year's agreement for days of service prior to the signing of this agreement.*

5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid: Effective the fifth consecutive day as a substitute teacher and for subsequent consecutive teaching days as a substitute teacher thereafter, the rate of pay will be calculated pursuant to the salary grid according to their proven teaching experience and education, provided the substitute teacher is employed in the same teaching position for the whole period of substitution.*

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 Teachers Conditions

5.3.1 Effective March 1, 2019:

5.3.1.1 In the event that a substitute teacher's assignment is cancelled by the Employer and notice of such cancellation is not transmitted to the substitute teacher prior to 6:00 PM on the day prior to the assignment, the substitute teacher shall report to work as directed by the Employer and carry out those duties that are assigned to the substitute teacher by the Employer

5.3.1.2 The provisions of clause 5.3.1.1 shall not apply where the cancellation of assignment is due to inclement weather, cancellation of classes, school closure for any reason, or if the affected substitute teacher refuses another assignment offered by the Employer for the same date as the cancelled assignment.

6. PART TIME TEACHERS

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

teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.

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

6.2 *Part-time Teachers Salaries*

6.2.1 *A part-time teacher shall be paid on a prorata basis as it relates to the full-time teaching equivalent of the teacher's annual salary, benefit and leave entitlements.*

6.3 *Part-time Teachers Benefits and Proration*

6.3.1 *Employer contributions towards group insurance premiums shall be on a prorata basis for part-time employees.*

7. GROUP BENEFITS

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

7.1.1 *When enrolment and other requirements for group participation in various plans have been met, the Employer will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the insurance carrier.*

7.1.2 *The Employer shall contribute toward the costs of the various premiums as follows:*

7.1.2.1 *Alberta School Employee Benefit Plan (ASEBP) Life Insurance Plan 2 and Accidental Death and Dismemberment Plan 2, Extended Disability Plan D and Extended Health Care Plan 1 at a rate of 100 per cent (100%) of the total premium.*

7.1.2.2 *ASEBP Dental Care Plan III at the rate of 96 per cent (96%) of the total premium payable.*

7.1.2.2.1 *Effective September 1, 2019, the premium contribution for ASEBP Dental Care Plan III will increase to 100%*

7.1.2.3 *ASEBP Vision Care Plan 3 at the rate of 100 per cent (100%) of the total premium payable.*

7.1.2.4 New Teachers who are mandated to attend New Teacher Orientation will be paid 1/200 of the applicable annual salary and placed on ASEBP benefits effective the first day of New Teacher Orientation.

7.2 Group Benefits Eligibility

7.2.1 *Subject to the provisions of the insurance carrier policies, all teachers appointed to staff shall be required to join the ASEBP and all teachers presently enrolled in the plan shall continue to be enrolled in the plan as a condition of employment with the Employer.*

7.2.2 *Notwithstanding article 7.2.1, it is understood that a teacher may be exempted from participation in the aforementioned plans where they receive coverage elsewhere or has opted out pursuant to the plan, with the exception of group life insurance and extended disability benefits which are mandatory.*

7.3 Health Spending Account

7.3.1 *The Employer will maintain for each eligible teacher, a Health Spending Account (HSA). Subject to the policies of ASEBP, after the date of ratification, this account will be amended to be a Health Spending Account (HSA)/Wellness Spending Account. Wellness Spending Account (WSA) that adheres to Canada Revenue Agency (CRA) requirements. The Employer will establish annual HSA/WSA credits of \$750 per eligible teacher, contributed in equal monthly instalments, prorated to an employee's FTE. "Eligible teacher" under this provision means a teacher on a continuing, probationary, temporary, or interim contract. The unused balance will be carried forward to the extent permitted by the CRA. No HSA/WSA credits will be contributed for teachers who are on extended disability benefits (EDB), the non-health related portion of maternity leave, or unpaid leaves of absence of 30 days duration or more. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.*

7.4 Other Group Benefits

7.4.1 Employment Insurance Premium Reduction:

7.4.1.1 Payments toward insurance plans by the Employer shall permit it to retain and not pass on to teachers any rebates of premiums otherwise required under the Canada Employment and Immigration Commission regulations.

7.4.2 Registered Retirement Saving Plan (RRSP) Contributions:

7.4.2.1 The Employer shall make available a payroll deduction for RRSP contributions to a provider selected by the Employer.

8. CONDITIONS OF PRACTICE

8.1 **Teacher Instructional and Assignable Time**

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

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

8.2 **Assignable Time Definition**

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

a) operational days (including teachers' convention)

b) instruction

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

d) parent teacher interviews and meetings

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

f) staff meetings

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

h) other activities that are specified by the Employer to occur at a particular time and place within a reasonable workday.

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 Employers. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

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

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

8.3 Duty Free Lunch

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

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

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

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

8.4 Other Conditions of Practice

8.4.1 *Teachers will not be required to render professional services for more than 200 consecutive days commencing the opening day of school in each year, exclusive of vacation periods, weekends and holidays.*

8.4.2 *All appointments shall be made to the teaching staff and not to any particular school. The teacher shall be subject to assignment or transfer*

as the superintendent may deem advisable in the interests of the school system within the limitations of the Education Act.

8.4.3 *It is recognized that the principal shall assume the prime responsibility for allocation of instruction time, supervisory time and other duties of their staff.*

8.4.4 *The Employer will attempt to staff its schools in the best interest of both students and teachers.*

8.3.5 *The Employer will establish a priority of lower ratio in grades one and two.*

8.5 **School Calendar**

8.5.1 The date upon which a teacher will be required to render the first day of service in any school year shall be announced by the Employer not less than four (4) calendar months prior to such date.

8.5.2 A spring break shall be granted for the period of one (1) week each year.

9. PROFESSIONAL DEVELOPMENT

9.1 **Teacher Professional Growth Plan**

9.1.1 *Teacher Professional Growth Plans will consider but will not be required to include the Employer's goals.*

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

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

9.2 **Tuition Reimbursement: Course Attendance/ Financial Support**

9.2.1 The Employer shall reimburse a teacher tuition fees for course(s) approved by the Employer according to Employer policy, on the condition that the course(s) are completed successfully. Reimbursement is not applicable for a teacher who is on professional improvement leave.

9.3 **Professional Improvement Leave**

9.3.1 Professional improvement leave shall mean a leave of absence granted, for a school year or portion thereof, by the Employer in its discretion on

application by a teacher for the purpose of improving the teacher's academic or professional education.

- 9.3.2 To be eligible for professional improvement leave under clause 9.3.1, the teacher shall have taught with the Employer for five (5) years, prior to the granting of such leave, provided they had not left the employ of the Employer and worked elsewhere.
- 9.3.3 In each school year, the Employer shall grant professional improvement leave to a maximum of two per cent (2%) of its total teaching staff or one (1) teacher, whichever is greater, if applications are received.
- 9.3.4 All applications for professional improvement leave shall be submitted to the Employer by March 1 preceding the school year in which the professional improvement leave is to commence.
- 9.3.5 The Employer shall notify each applicant by April 1 as to whether or not the professional improvement leave is granted.
- 9.3.6 The remuneration of a teacher granted professional improvement leave shall be \$32,176.12 during the year of their leave payable in equal instalments according to clauses 3.1.1.1 and 3.1.2.
- 9.3.7 Health benefits under the terms of this agreement shall continue in effect for the purpose of the professional improvement leave subject to the terms of the plans should the teacher decide to maintain the necessary premiums. Such benefits shall be paid in full by the teacher.
- 9.3.8 When a professional improvement leave is for a period of time less than a full school year, the remuneration specified in article 9.3.6 shall be on a prorata basis.
- 9.3.9 A teacher who is granted professional improvement leave shall be entitled to return to a teaching position which has been mutually agreed upon prior to the granting of such leave.
- 9.3.10 A teacher who is granted professional improvement leave shall give an undertaking in writing to return to their duties following expiration of their leave and shall not resign or retire from teaching service, other than by mutual agreement between the Employer and the teacher for a period of at least two (2) years after resuming their duties.
 - 9.3.10.1 Should a teacher fail to return to teaching duties or should resign before completing their commitment following the professional improvement leave, they shall repay the amount

received calculated on a prorata basis for partial fulfillment of commitment.

10. SICK LEAVE / MEDICAL CERTIFICATES AND REPORTING

- 10.1 *Sick leave with pay and benefits shall be provided under the following categories:*
- 10.1.1 *To obtain necessary medical, dental or optical treatment.*
 - 10.1.2 *Due to disability or illness.*
- 10.2 *Sick Leave Entitlement*
- 10.2.1 *All teachers in their first year with the Employer shall have a minimum of 20 school days accumulated sick leave at the beginning of the school year.*
 - 10.2.2 *Teachers in their first year employed under contract on a part-time basis shall receive sick leave on a prorata basis as follows:*

Number of full-time equivalent sick days = number of full-time equivalent days employed / 9
 - 10.2.3 *During the second and subsequent years of service, they will receive 90 calendar days with full salary for disability or illness.*
- 10.3 *A teacher who is absent for a period of three (3) days or less may be required to present a signed statement regarding the reason for such absence.*
- 10.4 *A teacher who is absent for a period of more than three (3) days shall be required to provide a signed statement from a medical practitioner.*
- 10.5 *For teachers enrolled in the ASEBP Plan (EDB) after 90 consecutive calendar days of illness and/or disability, sick leave benefits shall be suspended and no further pay shall be paid by the Employer. Dental and vision benefit premiums will be covered as per clause 7.1.2.2, 7.1.2.2.1 and 7.1.2.4 to a maximum of two (2) years.*
- 10.6 *A teacher who has been absent due to disability or illness and returns to regular duties shall have the 90 calendar days of sick leave entitlement reinstated.*
- 10.7 *The Employer shall be entitled to require a medical examination by a doctor selected by the teacher with the Employer's approval if the illness or disability extends for more than 30 days.*
- 10.8 *In the case of a teacher who has five (5) or more years of service with the Employer and re-enters the employ of the Employer, the sick leave accumulated under article*

10.2.3 during the period of employment with the Employer will be reinstated provided however, that the teacher re-enters within a period of three (3) years.

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

11.1.1 **Maternity Leave**

11.1.1.1 Teachers are entitled to maternity leave. Employer contributions to benefits shall continue during the maternity leave.

11.1.1.1.1 When a teacher is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher shall be eligible for one (1) of the following options:

11.1.1.1.2 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 benefits.

11.1.1.1.3 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 article 11.1.1.1.4 (a) or article 11.1.1.1.4 (b) below. Such choice will apply until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.

11.1.1.1.4 (a) The Employer shall implement and maintain a supplementary unemployment benefits (SUB) plan which shall provide teachers on maternity leave with 100 per cent (100%) of their weekly salary under the SUB plan during 15 weeks of leave.

(b) 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

11.1.1.1.5 Each teacher shall notify the Employer [in writing] of her requirements six (6) weeks in

advance of the leave. The teachers shall, when possible, notify the Employer [in writing] of leave requirements three (3) months in advance of the first day of the leave.

11.1.1.1.6 Each teacher shall provide the Employer with 30 days notice of the date she plans on returning to work.

11.1.1.2 A teacher who is granted maternity leave shall be entitled to return to the same position or a mutually agreed upon position.

11.1.2 PARENTAL AND ADOPTION LEAVE

11.1.2.1 Teachers are entitled to parental leave or adoption leave without pay and without Employer contributions to benefits for a period not exceeding 37 consecutive weeks

11.1.2.2 If the parents are both teachers of the Employer, leave will only be granted for one (1) teacher at a time and the combined time off shall not exceed 37 consecutive weeks.

11.1.2.3 A teacher shall give the Employer at least six (6) weeks written notice of the date the leave will begin. The teacher shall, when possible, notify the Employer of leave requirements three (3) months in advance of the first day of leave.

11.1.2.4 A teacher may maintain their group insurance benefit coverage during the parental or adoption leave provided the teacher pays 100 per cent (100%) of the cost of the group insurance plan premiums.

11.1.2.5 Parental or adoption leave shall not be considered teaching experience for the purposes of granting salary increments.

11.1.2.6 Each teacher shall provide the Employer with 30 days notice of the date the teacher plans on returning to work.

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

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

- 11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the Employer to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing Collective Agreement, for a period of up to 12 months.*
- 11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

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

11.1 Maternity Leave

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 *A teacher shall, when possible, give the Employer three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife*

registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.

11.1.4 The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.

11.1.5 Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.

11.2 Parental Leave

11.2.1 Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.

11.2.2 Parental leave shall be without pay and benefits except as provided in clause 11.3.

11.2.3 The teacher shall give the Employer at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.

11.2.4 The teacher may terminate the leave at any time. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.

11.2.5 Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.

11.2.6 If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the Employer may grant but is not required to grant parental leave to more than one parent of the child at the same time.

11.3 Salary Payment and Benefit Premium

11.3.1 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 15 weeks of leave.*

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

11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Employer portion of the benefit premiums.*

11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return*

from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 At Full Salary without loss of regular earnings:

12.1.1 The Employer shall grant a teacher not more than two (2) teaching days for personal reasons.

12.1.2 In the event that this leave is attached to Christmas or Spring Break, prior approval of the Superintendent is required.

12.2 At full salary Less the Cost of Substitute

12.2.1 The Employer shall grant a teacher not more than two (2) teaching days leave of absence for personal reasons. In the event that this leave is attached to Christmas or Spring Break, prior approval of the superintendent is required.

13. ASSOCIATION LEAVE AND SECONDMENT

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

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

13.3 Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the Collective Agreement, the teacher shall be seconded on a

scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.

- 13.4 *During such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the Collective Agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on their behalf while on secondment under this clause.*

14. OTHER LEAVES

- A. 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 Employer in accordance with this article.
- B. Leave of absence will be granted at one (1) of the following:
- i. Full salary, that is without loss of regular earning;
 - ii. Full salary less the cost of a substitute teacher;
 - iii. Full salary subject to recovery from a third party; or
 - iv. Without pay.
- C. When the leave of absence has been granted without pay, benefit contributions made by the Employer and the employee shall be maintained until the end of the month in which the leave commenced, or according to ASEBP's master policy whichever is sooner.
- D. All requests for leave shall be made in writing and shall be made at least one (1) month prior to the beginning of the leave, excepting situations of an unforeseen or emergent nature, in which case the teacher's request shall be made as soon as they become aware of the situation which prompted the request for leave.
- E. Any teacher who has been granted a leave of absence and fails to return on the date granted by the Employer or notify the Employer of their delayed return due to circumstances beyond their control may be subject to termination of employment.

14.1 ***Bereavement/Compassionate Leave***

14.1.1 *Without loss of regular earnings:*

14.1.1.1 *In the event that a member of a teacher's family, meaning husband, wife, son, daughter, father, mother, brother, sister,*

parent-in-law or a relative who is a member of the teacher's household is critically ill, up to three (3) regularly scheduled consecutive working days, if needed, leave without loss of pay and benefits will be granted to attend the patient or the patient's family.

14.1.1.2 A teacher shall be granted up to five (5) regularly scheduled consecutive working days, if needed, leave without any loss of pay and benefits for the purpose of attending at the funeral and/or making funeral arrangements, for a parent, wife, husband, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, grandparent, grandchild or a relative who is a member of the teacher's household.

14.1.1.3 For the purposes of articles 14.1.1.1 and 14.1.1.2, a teacher may be granted up to two (2) additional days for travel, subject to the approval of the superintendent.

14.1.1.4 Notwithstanding clause 14.1.1.2 the Employer shall grant one (1) day for the funeral of a friend of the family or to act as a pallbearer.

14.1.1.5 For the purpose of article 14.1.1.1 critical illness shall mean a life-threatening illness for which the Employer may require a substantiating medical certificate signed by a duly qualified medical practitioner.

14.1.1.6 In extenuating circumstances, the Employer or its designate may approve an extension to the foregoing.

14.2 Family Medical Leave

14.2.1 Effective until December 31, 2018:

14.2.1.1 Without loss of regular earnings, the Employer shall grant for not more than two (2) days in any one school year for a teacher to attend to the medical needs of the teacher's child, parent, spouse or member of the teachers' household.

14.2.1.2 Temporary leave of absence with pay less the cost of a substitute, shall be granted to teachers for not more than two (2) days in any one (1) school year for an illness of a non-critical nature of a child, parent, spouse, or member of the teacher's household.

14.2.2 *Effective March 1, 2019, clauses 14.2.2.1 and 14.2.2.2 come into effect and shall repeal and replace clauses 14.2.1.1 and 14.2.1.2*

14.2.2.1 *Effective March 1, 2019, the Employer shall grant in any one school year not more than three (3) days with pay for a teacher to attend to the medical needs of the teacher's child, parent, spouse or member of the teacher's household.*

14.2.2.2 *Effective March 1, 2019, the Employer shall grant in any one school year not more than one (1) day with pay less the cost of a substitute for a teacher to attend to the medical needs of the teacher's child, parent, spouse or member of the teachers' household.*

14.3 Leave for Child's Arrival

14.3.1 The Employer shall grant a husband up to two (2) teaching days leave of absence without loss of regular earnings in the event of a birth of his child. The paternity leave shall be taken within one (1) week of the child's birth.

14.3.2 A teacher shall be granted five (5) days of leave without loss of pay and benefits for the purpose of attending to matters relating to the adoption of a child.

14.4 Graduation/Convocation and University Exams Leave

14.4.1 Without loss of regular earnings

14.4.1.1 The Employer shall grant one day (1) to attend the wedding of a son, daughter, parent, brother or sister of the teacher or teacher's spouse.

14.4.1.2 The Employer shall grant up to one (1) teaching day when the leave is required to write university examination(s) related to the certification or professional qualification of the teacher.

14.4.1.3 The Employer shall grant up to one (1) teaching day to attend a university convocation in which the teacher is participating as a degree or diploma recipient.

14.4.2 Temporary leave of absence with pay less the cost of a substitute, shall be granted to teachers for attending post-secondary convocation exercises for spouse or children, but not participating – one (1) day.

14.5 Citizenship Leave

14.5.1 Without loss of regular earnings, the Employer shall grant up to one-half (1/2) of a teaching day to attend a scheduled session of court to receive their citizenship papers.

14.6 Jury Duty Leave

14.6.1 Without loss of regular earnings, the Employer shall grant leave for jury duty or when the teacher is served with a subpoena. Court fees received as result of jury duty or when served with a subpoena, excluding allowances and expenses, shall be remitted forthwith to the Secretary-Treasurer.

14.7 Emergency leave

14.7.1 Temporary leave of absence with pay less the cost of a substitute, shall be granted to teachers for not more than two (2) days in any one (1) school year for some emergency demanding their attention.

14.8 Service to Other Agencies

14.8.1 Temporary leave of absence with pay less the cost of a substitute, shall be granted to teachers while representing a service club in an executive capacity at service club conventions - up to three (3) days per year.

14.9 Discretionary Leave

14.9.1 Additional leaves of absence may be granted by the Employer with pay, with pay less the cost of a substitute teacher, with pay subject to recovery from a third party, without pay or without pay and benefits at the discretion of the Employer.

15. CENTRAL GRIEVANCE PROCEDURE

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

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

- c) *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this collective agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this collective agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the School Jurisdiction calendar on which teachers are scheduled to work.*
- 15.5 *If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.*
- 15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
 - b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.7 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
 - b) *The central item or items relevant to the difference,*
 - c) *The central item or items and the non-central item or items, where the difference involves both, and*
 - d) *The remedy requested.*
- 15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*
- 15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the*

School Jurisdiction affected by the difference may be invited to participate in the discussion about the difference.

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

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

15.12

(a) Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.

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

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

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

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

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

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

15.15 The award of the Arbitration Board is binding on:

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

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

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

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

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

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

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

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

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

15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*

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

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

15.9 *The written notice shall contain the following:*

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

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

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

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

15.13

- (a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- (b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*

15.14

- (a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

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

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

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

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

- a) *TEBA and the Association.*
- b) *Any affected school jurisdiction.*
- 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 For the purpose of this agreement, a grievance is defined as any difference between the Parties concerning the interpretation, application, administration or alleged violation of this Collective Agreement.
- 16.2 Any difference between an employee covered by this agreement and the Employer, or, in the proper case between a representative of the Association and the Employer concerning a grievance and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.
- 16.3 Such grievance shall first be submitted in writing to the Secretary-Treasurer of the Employer and to the secretary of the Teacher Welfare Committee (TWC). Such written submission shall be made within 15 days after the incident giving rise to the grievance. Such notice shall set out the nature and particulars of the grievance, the articles of this agreement which is alleged to have been violated and the remedy sought.
- 16.4 In the event the grievance is not settled within 15 days after the date of submission of the grievance in accordance with the above procedure, then on or before a further five (5) days have elapsed from the expiration of the aforesaid fifteen (15) day time period, this grievance shall be referred in writing to the chair of the TWC and the Secretary-Treasurer who in turn shall notify the grievance committee members. Such grievance committee shall be composed of two (2) representatives of the Employer. The grievance committee shall meet and endeavour to resolve the grievance. Each Party and/or their representatives shall be provided the opportunity to appear before the grievance committee. The grievance committee shall render its decision in respect of the grievance within 21 days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the Parties the hearing of such grievance is adjourned for the purpose of obtaining further information. The grievance committee's written decision will be provided to the grievor, the Secretary-Treasurer, the chair of the TWC and the coordinator of Teacher Welfare for the Association.
- 16.5 If the grievor is unsatisfied with the decision of the grievance committee or no decision is provided within the said time then the grievor or designate may by written notice served on the other Party require the establishment of an Arbitration Board as hereinafter provided. Such notice must be given within 10

days after the date the aforesaid 21 day limit expires or the date the grievance committee renders a decision, whichever is shorter.

- 16.6 Each Party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice and shall so inform the other Party of its appointee. The two (2) members so appointed, shall, within five (5) days of the appointment of the second of them appoint a third person who shall be the chairman. In the event of any failure to appoint, any Party may request the Director of Mediation Services to make the necessary appointment.
- 16.7 The Arbitration Board shall determine its own procedure, but shall give full opportunity to all Parties to present evidence and to be heard.
- 16.8 The Arbitration Board shall not change, amend or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement and shall not depend on or involve an issue or contention by either Party that is contrary to any provisions of this agreement or that involves the determination of a subject matter not covered by or arising during the term of this agreement.
- 16.9 The finding and decision of a majority is the award of the Arbitration Board and is final and binding upon the Parties and upon any employee affected by it. If there is not a majority, the decision of the chairman governs and it shall be deemed to be the award of the board.
- 16.10 The Arbitration Board shall give its decision not later than 14 days after the appointment of the chairman provided, however, that this time period may be extended by written consent of the Parties.
- 16.11 Each Party to the grievance shall bear the expense of its respective appointee and the two (2) Parties shall bear equally the expense of the chairman.
- 16.12 For the purpose of this clause, days shall be defined as “operational” days.
- 16.13 In the event, at any stage, of the aforesaid procedure (except in respect of appointing persons to the Arbitration Board) the grieving Party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.
- 16.14 Any of the aforesaid time limits may be extended at any stage upon written consent of the Parties.

17. EMPLOYMENT

17.1 Information and Files

17.1.1 Newly appointed teachers shall be required to present a medical certificate of good health, of teaching experience and of teacher education.

17.2 Transfers

17.2.1 The superintendent or their designate shall discuss any changes in assignment or transfer with the teacher concerned before notice of change or transfer is given.

17.3 Subrogation

17.3.1 a) *Cost of Absence* means the total remuneration paid by the Employer during a period when the teacher was absent from work.

b) *Interest* means interest calculated in accordance with the provisions of the Alberta Judgement Interest Act, RSA 2000, c.J-1, and amendments and regulations thereto.

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

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

e) *Teacher* means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

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

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

b) the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;

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

- d) the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
- e) the teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
- f) upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
- g) the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
- h) the Employer's consent to settlement shall not be unreasonably withheld.

17.3.3 When as a result of judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest.

17.3.4 When as a result of a judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest.

17.3.5 The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this Article 17.3.

17.3.6 In exercising any of its rights under Article 17.3, the Employer shall have due regard for the interests of the teacher.

17.4 Temporary and Probationary Teachers Notice

17.4.1 Temporary and probationary teachers will be given notice of contract continuation by May 31st.

IN WITNESS WHEREOF the parties executed this Agreement this ____ day of _____, 20__.

THE ALBERTA TEACHERS' ASSOCIATION

THE BOARD OF TRUSTEES
EVERGREEN CATHOLIC SEPARATE
SCHOOL DIVISION

Coordinator, Teacher Welfare

Chairperson

Secretary-Treasurer

EVERGREEN CATHOLIC LOCAL NO 44
NEGOTIATING SUBCOMMITTEE

LETTER OF UNDERSTANDING 1: ASSOCIATION AND TEBA JOINT COMMITTEE TO ASSIST TRANSITION FROM CENTRAL TO LOCAL BARGAINING- NEW – EFFECTIVE OCTOBER 11, 2018

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

Signed by the parties on October 11, 2018.

NEW LETTER OF UNDERSTANDING #2 – TRIAL EXPEDITED ARBITRATION PROCESS FOR DIFFERENCES ARISING FROM THE INTERPRETATION OR APPLICATION OF THE “2018 TEACHER COLLECTIVE BARGAINING FINALIZED CENTRAL AND LOCAL MATTERS TABLE PLACEMENT” NEW – EFFECTIVE OCTOBER 2, 2018

1. Scope

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

2. Process

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

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

- c) The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.*
- d) Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.*
- e) The arbitrator will first endeavour to assist the parties in mediating a resolution.*
- f) If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.*

- g) As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.*
- h) The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*
- i) The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process. If an oral decision is rendered, it will follow with a written summary including the decision and rationale.*
- j) All decisions of the arbitrator are final and binding.*
- k) The arbitrator retains jurisdiction with respect to any issues arising from their decision.*
- l) For the purposes of this process, the timelines shall reflect calendar days, excluding Saturdays and Sundays or General Holidays. Notwithstanding, the parties may extend timelines by mutual agreement and such request to extend timelines shall not be unreasonably denied. The arbitrator has the authority to extend timelines in consultation with the parties.*
- m) The parties shall bear the costs of their participation in this process. The parties shall equally share the costs of the fees and expenses of the arbitrator.*

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

Signed by the parties on October 2, 2018.

NEW LETTER OF UNDERSTANDING #3 – TEACHERS WITH DESIGNATIONS: ALLOWANCES AND TITLES

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

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

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

NEW LETTER OF UNDERSTANDING #4 – DISTRIBUTED EDUCATION TEACHERS CONDITIONS OF PRACTICE

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

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

NEW LETTER OF UNDERSTANDING #5 – WELLNESS SPENDING ACCOUNT

Where WSAs exist, the WSA may be used for:

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

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

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

LETTER OF UNDERSTANDING #6: SALARY ADJUSTMENTS

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

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

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

LETTER OF UNDERSTANDING #7: VACATION AND GENERAL HOLIDAY PAY CLAIMS

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

LETTER OF UNDERSTANDING #8 – RIGHT TO DISCONNECT

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

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

1. Interested Employers, along with their related Association bargaining units, will express their interest in participating in the pilot project to TEBA and the Association in writing, by June 15, 2019.

2. TEBA and the Association will encourage participation in this project among school jurisdictions and Association bargaining units.

3. The pilot project may be ended early with mutual agreement of the Employer and related Association bargaining unit.

4. Each participating Employer and related Association bargaining unit will strike a project steering committee with equal representation from each party. At the discretion of the school jurisdiction, 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 – LIEU DAYS FOR PRINCIPALS AND VICE-PRINCIPALS

Effective January 1, 2019, in addition to the day in 3.6.2, the Employer will ensure that school-based principals and vice principals will be granted one (1) paid leave day per school year, at a time mutually agreeable to the principal/vice principal and the superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the principal/vice principal and superintendent, the Employer shall pay out the unused paid leave day at 1/200th of the applicable annual salary and allowance by the end of June each year. This letter expires and has no further force and effect as of June 30, 2020.

LETTER OF UNDERSTANDING #10 – LEAVES OF ABSENCE

In the event that the leaves listed under 12.1.2 and 12.2.1, are attached to the Christmas or Spring Break, will be granted subject to the function of the school.

This Letter of Understanding will be assessed by April 30, 2022 and if the Employer feels that it is sustainable the article will be incorporated in the Collective Agreement at the commencement of the next school year.

This letter of understanding expires June 30, 2022.