

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 GRANDE PRAIRIE ROMAN CATHOLIC
SEPARATE SCHOOL DIVISION**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this 17th of December 2020 between Grande Prairie Roman Catholic Separate School Division (School Division) and the Alberta Teachers' Association (Association).

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

Effective December 17, 2020, the whereas statement above is repealed and replaced by the following whereas statement: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.

And whereas the terms of employment *and the salaries* of the teachers have been the subject of negotiation between the parties;

And whereas the parties have agreed to set forth these matters in an agreement to govern the terms of employment of the said teachers.

Whereas the School Division and its teachers are committed to the development of quality education opportunities for students in the context of Catholic Christian Values.

NOW THEREFORE THIS AGREEMENT WITNESSETH that 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 School Division excepting those positions agreed to be excluded in local bargaining between the School Division and the Association.*

Effective December 17, 2020, clause 1.1 above is repealed and replaced by the following clause:

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

1.2 Excluded Positions

- 1.2.1 Superintendent of Schools
- 1.2.2 Any other designations which include the term Superintendent
- 1.2.3 Directors as appointed by the School Division
 - 1.2.3.1 A Director is a person who is allocated district-wide responsibilities by the Superintendent and becomes privy to confidential information of the School Division.
- 1.3 *Effective December 17, 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 School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
 - 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective December 17, 2020)*
 - 1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Divisions in any agreement with respect to central terms.*
 - 1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
 - 1.5.3. *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.*

- 1.6 *School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective December 17, 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

2.2.1 *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.*

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

2.4 Local Bargaining

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

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

2.5 Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6 Meet and Exchange

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

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

2.7 Opening with Mutual Agreement

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

date as shall be mutually agreed upon by the Association and TEBA.

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

2.8 Provision of Information (Effective until December 16, 2020)

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

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

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

2.8 Provision of Information (Effective December 17, 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 School Division. The School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents

the School Division from providing the information on a more frequent basis.

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

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

2.8.2.2 HSA/WSA/RRSP utilization rates;

2.8.2.3 Most recent School Division financial statement;

2.8.2.4 Total benefit premium cost;

2.8.2.5 Total substitute teacher cost; and,

2.8.2.6 Total allowances cost.

3. SALARY

3.1 Salary Pay Date/Schedule

3.2.1 Save and except substitute teachers, each teacher shall be paid one twelfth (1/12) their annual rate of salary on the last Friday of each month, except December which shall be on the last teaching Friday.

3.2 Grid

3.2.1 The School Division shall pay all teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are per annum unless specifically stated otherwise.

3.2.2 The amount of teacher education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Division, except those teachers under Article 5.

3.2.3 Tabulated below are the minimum and the maximum salary rate and the experience increments for each year of university education.

Effective September 1, 2018

| Years of Teacher Experience | Years of Teacher Education | | |
|-----------------------------|----------------------------|--------|---------|
| | Four | Five | Six |
| 0 | 60,626 | 63,679 | 67,256 |
| 1 | 64,410 | 67,505 | 71,099 |
| 2 | 68,195 | 71,331 | 74,941 |
| 3 | 71,980 | 75,151 | 78,783 |
| 4 | 75,763 | 78,979 | 82,625 |
| 5 | 79,549 | 82,804 | 86,471 |
| 6 | 83,332 | 86,628 | 90,313 |
| 7 | 87,116 | 90,454 | 94,151 |
| 8 | 90,900 | 94,279 | 98,000 |
| 9 | 94,687 | 98,105 | 101,840 |

3.3 Education (Effective until August 31, 2019)

- 3.3.1 *The Alberta Teachers' Association Teacher Qualification Service shall evaluate a teacher's university education for salary purposes in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by memorandum of agreement among the Department of Education, the Association and the Alberta School Trustees' Association, dated March 23, 1967.*
- 3.3.2 *The adjustment dates for changes in the allowance for university education shall be on the first teaching day of the school year or upon commencement of duties.*
- 3.3.3 *Each teacher who completed additional courses toward further university education shall submit a statement from the Teacher Qualification Service Board or provide proof of having applied for same, to the Superintendent or designate within forty-five (45) days of commencement of duties.*

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 School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
- 3.3.3.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
- 3.3.3.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within (60) operational days from the date of completion of education or commencement of employment.*
- 3.3.4.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
- 3.3.4.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

3.4 Experience (Effective until August 31, 2019)

- 3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*
- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
- b) *employed as a substitute teacher within the preceding five (5) years.*
- 3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 *Previously unrecognized experience gained in one school year with a School Division may be carried over for calculation of experience*

increments in the following school year with that same School Division.

- 3.4.4 Provisions 3.4.1 and 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*
- 3.4.5 New appointees to the staff shall be required to provide proof of having applied for same, to the Superintendent or designate within forty-five (45) days of commencement of the duties, satisfactory evidence of age, teacher training, social insurance number and statement of teaching experience.*
- 3.4.6 If the required documents are not received within the forty-five (45) days, the teacher shall be reverted to the most recent evaluated documents or the minimum teaching certificate held.*
- 3.4.7 Each teacher shall provide such documents to the School Division immediately upon receipt. All such transactions must be dealt with and completed within ten (10) months of the submission being made in 3.4.5 or 3.4.6. Once such documents are received they shall be applied effective the first of the school year or date of commencement of duties whichever is applicable.*
- 3.4.8 A teacher who has been under contract and has received salary for one hundred ten (110) equivalent full days in any given school year shall be credited with one (1) year of experience for the purpose of increments.*
- 3.4.9 Any teacher under contract with the School Division who teaches less than one hundred ten (110) equivalent full days in a school year shall accumulate experience increments by combining teacher days to a total of one hundred thirty (130) equivalent full days with this School Division.*
- 3.4.10 The requirements of one hundred thirty (130) equivalent full days having been met, the teacher shall not begin to earn credit toward another experience increment until the commencement of another school year or February 1, whichever occurs first.*
- 3.4.11 Any kindergarten teacher who has been under contract and has received salary for at least eighty (80) equivalent full days of a school year will be credited with one half (1/2) year of experience for purpose of increments. Payment for such credit is subject to Clause 3.4.12 of this agreement.*

3.4.12 *The adjustment dates for experience increments shall be at the commencement of the school year, on commencement of employment and on February 1.*

3.4.13 *Teaching experience obtained by the teacher prior to engagement by the School Division is counted as if it had been teaching experience in schools under the School Division's jurisdiction. Teaching experience obtained in the college and/or university level will not be counted.*

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 School Division.*

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

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

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

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

Prior Experience

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

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

- b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
 - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7 *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8 *A teacher requesting that the School Division recognize experience earned with a previous employer shall provide to the School Division written confirmation from the previous employer certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
 - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
 - c) *The written confirmation is signed by an authorized officer of the previous employer.*
- 3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between employers covered by PECBA. At the time of movement from another employer, the receiving School Division 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 CTS Teachers

- 3.5.1 *A CTS teacher is any High School teacher who has Journeyman trade certification, a valid Alberta teaching certificate/Letter of*

Authority and teaching a minimum of 50 per cent in a trade area as outlined in the Alberta Apprenticeship Board's list of trades.

3.5.2 *In the case of CTS teachers, the School Division shall have the right to determine the initial grid placement as they deem reasonable and necessary. The School Division will notify the Association of any teacher who is being paid under this clause. Initial grid placement shall be no less than:*

3.5.2.1 *One year of experience for each year of vocational experience as a Journeyman up to a maximum of five years; and*

3.5.2.2 *After the fifth year, one year of experience for every two years of vocational experience as a Journeyman.*

3.5.3 *Vocational experience for clause 3.5.2 shall be that experience gained following the date a candidate attains Journeyman status or equivalent and further, such experience must be in the vocational area that the candidate is registered in while pursuing the university vocational educational program.*

3.5.4 *Once placed on a salary schedule, CTS teachers shall in the same manner as other teachers move vertically down the grid as their experience increases and horizontally across as their years of teacher training increases.*

3.6 Other Rates of Pay

3.6.1 Work Outside of School Year for Designated School Counsellors

3.6.1.1 A Counsellor who agrees to render professional service during any vacation period at the request of the School Division, shall be paid: 1/200 of the teacher's total annual salary for each day of service.

3.6.2 Presentations at Teachers' Conventions

3.6.2.1 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 Administration Allowances

4.1.1 *In addition to the foregoing salary there shall be paid an administrative allowance in accordance with the following schedule:*

4.1.2 **Principals' Administration Allowance:** *The administrative allowance shall be determined by:*

4.1.2.1 **Table I**

| | |
|-----------------|---------------|
| Base | \$17,100 |
| 101-200 pupils | \$33.50/pupil |
| 201-300 pupils | \$25.54/pupil |
| 301-400 pupils | \$23.00/pupil |
| 401-500 pupils | \$20.53/pupil |
| 501-600 pupils | \$19.15/pupil |
| 601-800 pupils | \$18.47/pupil |
| 801-1000 pupils | \$17.79/pupil |
| 1001+ pupils | \$17.11/pupil |

4.1.2.2 *The same percentage increases and effective dates as per the salary grid shall apply.*

4.1.2.3 *Number of pupils shall be calculated at September 30 of the current school year.*

4.1.2.4 *The administrative allowance for each child enrolled in the early childhood services program will be calculated at the same rate as for regular pupils.*

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

4.1.3 **Assistant Principal Allowance:** *An Assistant Principal shall be paid one half (½) of the Principal's allowance for that school as calculated under Clause 4.1.2, except as may be provided under Clause 4.2.1.*

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

4.1.4 **Supervisor:** *A teacher designated as a Supervisor shall be paid an allowance: Effective September 1, 2015 - \$6,611 per annum.*

4.1.5 **Supervisor of Religious Education:** A teacher designated as a Supervisor shall be paid an allowance: Effective September 1, 2015 - \$6,611 per annum.

4.1.6 **District Principal:** A teacher designated as District Principal shall be paid an annual allowance equal to the Base Administration Allowance as per clause 4.1.2.1. In the case where the teacher designated as District Principal is in receipt of an allowance under Article 4 – Administration Allowances, the teacher shall be paid the higher of the applicable allowance in effect at the time of the appointment as District Principal or an allowance equal to the Base Administration Allowance.

4.1.7 **Department Head:** If a department head is employed, they shall receive an allowance in accordance with Table II below. The same percentage increases and effective dates as per the salary grid shall apply.

4.1.8 **Table II:**

| | |
|------------------------------------|----------------|
| <i>First year of service</i> | <i>\$2,083</i> |
| <i>Second year of service</i> | <i>\$2,684</i> |
| <i>Third year of service</i> | <i>\$3,124</i> |
| <i>Maximum allowance per annum</i> | <i>\$3,124</i> |

4.2 **Red Circling**

4.2.1 Notwithstanding any other provision of this collective agreement where a Principal or Assistant Principal:

- a) Is required by the School Division to transfer to another school or to another Principal's position;
- b) Has a designation of Principal or Assistant Principal maintained by the School Division;
- c) Such transfer results in a lower annual salary and allowance calculation under this collective agreement;

The School Division agrees to maintain the annual salary and allowance being received at the time of the transfer until such time as the provisions of this collective agreement entitle the Principal or Assistant Principal to an annual salary and allowance which is more than that being received at the time of the School Division initiated transfer.

4.2.2 Notwithstanding any other provision of this collective agreement where student transfers by the School Division result in a school's

enrollment being lowered, the School Division agrees to maintain the annual allowance being received at the time of the student transfers until such time as the provisions of this collective agreement entitle the Principal or Assistant Principal to an annual allowance which is more than that being received at the time of the School Division initiated student transfer.

4.3 Acting/Surrogate Administrators – Compensation

4.3.1 In a school where the Assistant Principal designation exists, in the absence of the Principal, the School Division shall appoint an acting Principal. In such an instance where they acts as Principal for six (6) or more consecutive school days, they shall receive 1/200 of the Principal's allowance effective the 6th and subsequent consecutive school days.

4.3.2 In each school the School Division shall appoint a Temporary Principal who will carry out administrative duties in the event that the Principal and Assistant Principal(s) are absent from the school. Each appointment shall be made on an annual basis.

4.3.3 In a school where an Assistant Principal's designation does not exist, the Temporary Principal shall be paid an allowance: \$1,285 per annum

4.3.3.1 The same percentage increases and effective dates as per the salary grid shall apply.

4.3.4 In a school where an Assistant Principal's designation exists, the Temporary Principal shall be paid fifty percent (50%) of the allowance paid in 4.3.3.

4.4 Teachers with Principal Designations (Effective until December 16, 2020)

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

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

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

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

4.4 Teachers with Principal Designations (Effective December 17, 2020, the following repeals and replaces clause 4.4. above)

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

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

4.5 Other Administrators Conditions

4.5.1 Administrative Lieu Days

4.5.1.1 Principals will receive one (1) day in lieu per school year, to be taken at a time mutually agreeable to the Principal, and the Superintendent or designate. Lieu time must be utilized prior to the end of the current school year.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 *A substitute teacher shall receive a flat rate for employment in accordance with the following schedule for each full and half day worked:*

- 5.1.1.1 *Effective until April 30, 2019 - \$230.35 per full day inclusive of holiday pay*
- 5.1.1.2 *\$115.17 per half day inclusive of holiday pay*
- 5.1.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$217.31 plus six percent (6%) vacation pay of \$13.04 for a total of \$230.35. \$115.17 per half day inclusive of holiday pay.*
- 5.1.1.4 *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.*
- 5.1.2 *The same percentage increases and effective dates as per the salary grid shall apply.*

5.2 Commencement of Grid Rate

5.2.1 *Rate of pay for a substitute teacher who fills the same teaching position for more than four (4) consecutive teaching days shall be paid 1/200 of their grid salary beginning on the fifth day.*

5.2.2 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

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 Other Part-time Teacher Conditions

6.2.1 Professional and/or Faith Development Days

- 6.2.1.1 Part-time teachers are required to attend that portion of a professional and/or Faith Development Day that is consistent with the teacher's instructional assignment for that day.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, *Carrier and Premiums*

7.1.1 **Alberta School Employee Benefit Plans - Life and AD&D Plan 2, EDB Plan D**

7.1.1.1 Membership in the Alberta School Employee Benefit Plans shall be a condition of employment. The School Division's contribution to the ASEBP covering teachers employed by the School Division shall be one hundred percent (100%) of the premium payable according to the salary entitlement under Clauses 3.2.3 and 4.1, 4.2, and 4.3 inclusive.

7.1.2 Alberta Health Care Premium Plan: The School Division shall contribute one hundred percent (100%) of the monthly premium per teacher registered in the plan.

7.1.3 ASEBP Extended Health Care Premium Plan 1: *The School Division shall contribute one hundred percent (100%) of the monthly premium per teacher registered in the plan.*

7.1.4 ASEBP Dental Care Benefits, Plan 3: *The School Division shall contribute one hundred percent (100%) of the premium costs for each teacher who participates in the plan.*

7.1.4.1 Membership in the plan for new eligible employees shall be a condition of employment. A teacher may be exempt from the condition of employment should they have spousal coverage.

7.1.5 ASEBP Vision Care Plan, Plan 3: *The School Division shall contribute one hundred percent (100%) of the premium costs for each teacher who participates in the plan.*

7.1.6 ASEBP Extended Disability Benefits Plan D: *The School Division shall contribute one hundred percent (100%) of the premium costs for each teacher who participates in the plan.*

7.1.7 *In the event that the School Division is convinced that benefit coverage through an alternative carrier can be attained for significant savings and provided that the coverage is identical to, or better than, those provided by the current carrier, the School Division may change carriers with mutual consent of the Association.*

7.2 Health Spending and Wellness Account

7.2.1 *The School Division will establish for each eligible teacher a Health Spending Account for the use of the eligible teacher, their spouse and dependents, and administered by the Alberta School Employee Benefit Plan (ASEBP), which adheres to Canada Revenue Agency (CRA) and Income Tax Act requirements. The unused balance will be carried forward to the extent permitted by CRA. Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance subject to the applicable run off provisions. In this article "eligible teacher" means any teacher on a continuing, probationary, interim or temporary contract of at least five [5] months duration. The School Division will contribute to the account for each eligible teacher as follows: \$675 per school year.*

7.2.2 *Effective September 1, 2019, the amount will increase to \$725.*

7.2.3 *Effective December 17, 2020, and upon notification from the insurer as to date of commencement the Employer shall replace the Health Spending Account with a Health Spending Account/Wellness Spending Account for all eligible teachers. All other effective provisions in clause 7.2.1 and 7.2.2 continue to apply.*

7.3 Other Group Benefits

7.3.1 Canada Employment and Immigration Commission Rebate

7.3.1.1 *It is understood that payments made toward the aforementioned benefit plans shall permit the School Division to retain and not pass on to teachers any rebates of premiums otherwise required under the Canada Employment and Immigration Commission regulations.*

7.3.2 Retired Teacher Benefits

7.3.2.1 *For a retired teacher who is hired by the School Division on a contract of employment other than substitute teaching and who is receiving a teacher pension, the School Division will, each month that the teacher is employed, reimburse the monthly premiums for an amount equivalent*

to the ASEBP Early Retirement Plan Option One and Alberta Health Care premiums.

7.3.2.2 The cost to the School Division of such premiums will be the lesser of the ASEBP retirement package premiums that the teacher may already be paying or the premium for another similar package selected by the teacher upon retirement. The premium reimbursement will be paid according to the number of calendar days that the contract is in effect divided by three hundred sixty five (365), times the annual premium.

7.3.2.3 The teacher upon employment under a contract must provide the School Division with documentation from Alberta Health Care, ASEBP or a similar plan regarding their benefit premium costs.

7.3.3 Northern Benefits

Teachers may choose to use either one of the following:

7.3.3.1 **Northern Travel Benefit:** for those teachers who are eligible, and for the purposes of this Collective Agreement \$5,400 of the annual salary, shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by Canada Revenue Agency (CRA), and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the School Division and shall be in accordance with the provisions set by CRA.

7.3.3.2 **Northern Travel Medical Benefits:** for those teachers who are eligible, and for the purposes of this Collective Agreement \$5,400 of the annual salary, shall be set out as medical travel assistance benefit paid in a designated area as defined by CRA, and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the School Division and shall be in accordance with the provisions set by CRA.

8. CONDITIONS OF PRACTICE

8.1 *Teacher Instructional and Assignable Time*

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

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

8.2 Assignable Time Definition

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

- a) operational days (including teachers' convention)*
- b) instruction*
- c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
- d) parent teacher interviews and meetings*
- e) School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
- f) staff meetings*
- g) time assigned before and at the end of the school day*
- h) other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*

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

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

- a) the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*
- b) the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular*

commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.

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

8.3 Other Conditions of Practice

8.3.1 Lunch Time and Noon-Hour Supervision: *A school staff may implement a noon-hour supervision program on a non-profit or cost recovery basis.*

8.3.2 Duty Free Lunch (Effective April 7, 2019)

8.3.2.1 *The School Division will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked.*

8.3.2.2 *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 School Division.*

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

8.3.2.4 *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 Extracurricular

8.4.1 The parties recognize the value of extracurricular activities including the participation of teachers. However, teacher participation in extracurricular activities is voluntary. Should a teacher decide to participate in such activities the teacher will not be paid for such service.

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

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

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

9.2 Professional Development Fund

- 9.2.1 The School Division supports the professional development of teachers in its employ and specifically requests that teachers continuously seek to improve their professional practice in relation to the Teaching Quality Standard.
- 9.2.2 Effective January 1, 2021, the School Jurisdiction shall allocate eight-twelfths of 1 $\frac{3}{4}$ times the category 4 max (as indicated in Clause 3.2.3) to a Professional Development Fund.
- 9.2.3 Effective 2021 09 01, the School Jurisdiction shall replenish the Professional Development Fund to 1 $\frac{3}{4}$ times the category 4 max. Subsequently, the Professional Development Fund shall be replenished to 1 $\frac{3}{4}$ times the category 4 max on September 1st each year.

9.3 Professional Development Fund Committee

- 9.3.1 The Professional Development Fund Committee shall be composed of two teacher representatives selected by the local President, and two representatives selected by the Superintendent.
- 9.3.2 The Professional Development Fund Committee shall develop criteria for eligibility and review the submissions based on alignment with school education plans, priorities of the School Division, and potential to enhance teacher practice (as outlined in the Teaching Quality Standard).

9.4 Reimbursement of Tuition for University Credit Courses

- 9.4.1 To be eligible for reimbursement for tuition for a University credit course, teachers shall hold a continuous or probationary contract with the School Division during the completion of the course and at the time of submission.
- 9.4.2 Teachers seeking reimbursement for tuition intended for the purpose of improving their professional practice in relation to the Teaching Quality Standard shall make a written submission

outlining their request to the Professional Development Fund Committee for approval prior to registering in the course.

- 9.4.3 Teachers can apply to the fund for a maximum of \$2500 for a continuous teacher and \$500 for a probationary teacher within one school year.

9.5 Reimbursement for Costs of Professional Development Opportunities

- 9.5.1 Teachers seeking reimbursement of costs for professional development opportunities intended for the purpose of improving their professional practice in relation to the Teaching Quality Standard shall make a written submission outlining their intent to the Professional Development Fund Committee for approval prior to registering in the course.

- 9.5.2 Teachers can apply to the fund for a maximum of \$2500 for a continuous teacher and \$500 for a probationary or temporary teacher within one school year.

9.6 Sabbatical Leave (This section is not in effect for the duration of this agreement.)

- 9.6.1 Sabbatical leave shall mean leave of absence approved by the School Division on application by the teacher for the following reasons:

9.6.1.1 Study approved by the School Division for improving the teacher's academic or professional education.

9.6.1.2 Travel or experience which is approved by the School Division as being useful in improving the teacher's service.

- 9.6.2 To be eligible for sabbatical leave under Clause 9.2.1.1, the teacher shall have served the School Division for five (5) years.

- 9.6.3 To be eligible for sabbatical leave under Clause 9.2.1.2, the teacher shall have served the School Division for five (5) years.

- 9.6.4 A teacher who is granted a sabbatical 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 or other mutual agreement between the School Division and the teacher, for a period of at least two (2) years after resuming duties.

- 9.6.5 All applications for sabbatical leave shall be submitted to the School Division by February 28 preceding the school year in which the sabbatical leave is to commence.
- 9.6.6 A teacher who is granted sabbatical leave for the year shall receive as salary fifty five percent (55%) of the grid salary in effect during the year of their sabbatical leave payable in equal monthly instalments; excluding any additional allowances.
- 9.6.7 A period of sabbatical leave shall not be considered as an equal period of classroom service for salary purposes.
- 9.6.8 Upon resumption of duties the teacher shall be returned to a position no less favorable than the one in which s/he was employed before the leave was taken.
- 9.6.9 Should a teacher by mutual consent, resign or retire from the service of the School Division before completing the required two year service following such leave, the sabbatical leave salary shall be repaid to the School Division on a prorated basis.

9.7 Tuition Fees (Effective until December 17, 2020)

- 9.7.1 The School Division supports the professional development of the teachers in its employ and specifically requests that teachers continuously seek to improve their professional qualifications and abilities by taking courses for that purpose. Any teacher who successfully completes an accredited university course shall receive compensation from the School Division according to Table III providing the teacher has been continuously employed full time by the School Division for a period not less than two (2) years.

Table III (University Course)

| | |
|--|---|
| Upon receipt of university fee statement | 100% of University of Alberta tuition cost for a 6 credit course. |
| Upon receipt of university fee statement | 100% of University of Alberta tuition cost for a 3 credit course. |

- 9.7.2 The teacher who intends to take an accredited university course shall submit a resume of the course to the School Division at least thirty (30) days prior to the commencement of the course. The School Division may waive the thirty (30) day requirement in special circumstances.
- 9.7.3 The compensation set out above shall be limited to one full course per calendar year.

9.7.4 In order for a teacher to receive compensation from the School Division an official transcript of the course may be submitted to the School Division forty-five (45) days after the receipt of their final marks. Compensation shall be paid by the School Division to the teacher no later than one month following receipt of the transcript.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 *During the first year of employment the statutory sick leave of twenty (20) days shall accumulate at the beginning of each school year of service with the School Division to the credit of each teacher to a maximum of twenty (20) working days.*
- 10.2 *If a teacher is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period or periods exceeding the statutory sick leave entitlement, they shall be paid their salary to the extent of the accumulated sick leave which then shall be reduced accordingly.*
- 10.3 *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of more than three (3) consecutive teaching days shall be required to present a medical certificate within seven (7) calendar days of the commencement of the absence.*
- 10.4 *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall be required to present a signed statement giving the reasons for such absence.*
- 10.5 *The School Division shall be entitled to require a medical examination by a doctor selected and paid for by the School Division if the sickness or disability extends for more than one (1) month.*
- 10.6 *Sick leave granted under Clause 10 shall be granted for the teacher's personal medical or dental treatment, accident, disability or sickness.*
- 10.7 *At the beginning of the second year of continuous employment with the School Division and provided continuity of employment is not broken, a teacher shall be granted ninety (90) calendar days of sick leave credits. All accumulated but unused sick leave shall be cancelled.*
- 10.8 *Subject to 10.1, a teacher who has been absent on sick leave and returns to regular duties shall have the ninety (90) calendar day sick leave entitlement reinstated. However, in instances where the teacher has been continuously absent for a period of sixty (60) or more calendar days, reinstatement of the sick leave entitlement shall be made contingent on the teacher providing a medical certificate, signed by a medical practitioner*

prior to the date of return, verifying that the teacher is able to return to work on a continuing basis. In addition the ninety (90) days shall not be reinstated until the teacher has been actively at work for ten (10) consecutive teaching days, unless the absence is a result of a new medical condition supported by a certificate signed by a medical practitioner.

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

11.1.1 Maternity Leave: *Maternity leave shall be for a maximum period of fifteen (15) weeks and shall be without pay.*

11.1.1.1 *The teacher shall endeavor to notify the Superintendent of her leave requirements three (3) months in advance, however, she shall give the Superintendent at least four (4) weeks notice of the day on which she intends to commence maternity leave.*

11.1.1.1.1 *Prior to the leave commencing, each teacher shall endeavor to provide the Superintendent with the date she plans on returning to work, however, she shall give the Superintendent at least four (4) weeks notice of the day on which she intends to return to work.*

11.1.1.1.2 *Any such notices shall be in writing.*

11.1.1.2 *The School Division shall pay the insurance plan premiums under Clauses 7.1.1, 7.1.2, 7.1.3, 7.1.4 and 7.1.5 during the fifteen (15) week period the teacher is on maternity leave.*

11.1.1.3 *The teacher shall access the School Division's one hundred percent (100%) supplementary unemployment benefit plan for any health related period effective the date the birth of her child. However, it is understood that a teacher who is not eligible for employment insurance benefits may access sick leave in accordance with Article 10 for the health related portion of maternity leave. Medical documentation for the health related period shall be provided as specified in Clause 10.3.*

11.1.1.4 *The teacher shall not receive more than ninety (90) continuous calendar days of salary from any combination*

of pre-delivery sick leave and post-delivery supplementary unemployment benefit plan.

11.1.1.5 A teacher returning from such fifteen (15) weeks leave shall be returned to the position held at the commencement of the leave. In the event the position no longer exists, the teacher shall be returned to a comparable teaching position.

11.1.1.6 The health-related portion of the fifteen (15) weeks maternity leave shall be counted for increment purposes.

11.1.2 Adoption Leave:

a) Adoption leave shall be for a maximum of thirty-seven (37) weeks and shall be without pay.

b) In addition to adoption leave, the teacher shall be eligible for a further leave without pay for up to fifteen (15) weeks provided such is continuous and complete within twelve (12) months of the date the teacher first went on leave. The teacher shall give the School Division at least four (4) weeks notice of the day on which s/he intends to commence leave and four (4) weeks notice of the day on which s/he intends to return to their duties.

11.1.2.1 A teacher returning from such thirty-seven (37) weeks leave shall be returned to a comparable teaching position held at the commencement of the leave.

11.1.2.2 The teacher shall endeavor to provide the School Division with at least three (3) months notice of intent to adopt, however, the teacher shall give the School Division at least two (2) weeks notice of the date the teacher can reasonably expect to obtain custody of the child.

11.1.2.3 The School Division shall pay insurance plan premiums under Clauses 7.1.1, 7.1.2, 7.1.3, 7.1.4 and 7.1.5 during the thirty-seven (37) week period the teacher is on adoption leave.

11.1.2.3 Where both parents of a child are employed by the School Division, the teachers may share the adoption leave. The School Division is not required to provide leave to both parents at the same time. Where the leave is to be shared, the terms of the shared leave shall be arranged by the teachers and the School Division.

11.1.3 Parental Leave

11.1.3.1 *In addition to maternity leave, the teacher shall be eligible for a further leave without pay for up to thirty-seven (37) weeks provided such is continuous and complete within twelve (12) months of the date the teacher first went on leave. The teacher shall give the School Division at least four (4) weeks of notice of the day on which she intends to return to her duties.*

11.1.3.2 *A teacher that has not accessed either maternity or adoption leave is entitled to thirty-seven (37) weeks of parental leave provided the leave is taken within a year of the birth of the teacher's child. The teacher shall give the School Division at least four (4) weeks notice of the day on which s/he intends to commence parental leave and four (4) weeks notice of the day on which s/he intends to return to their duties.*

11.1.3.3 *Where both parents of a child are employed by the School Division, the teachers may share the parental leave. The School Division is not required to provide leave to both parents at the same time. Where the leave is to be shared, the terms of the shared leave shall be arranged by the teachers and the School Division.*

11.1.3.4 *During the leave in 11.1.3 the School Division shall pay the insurance plan premiums under Clauses 7.1.1, 7.1.2, 7.1.3, 7.1.4 and 7.1.5.*

11.1.3.4.1 *Any benefits received by a teacher following the first fifteen (15) weeks of the thirty-seven (37) week period, must be remitted to the School Division if the teacher does not return as mutually agreed.*

11.1.3.5 *This leave shall be without pay and will not be counted for the granting of increments.*

11.1.3.6 *A teacher returning from such a leave shall be entitled to a comparable teaching position with the School Division.*

11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave (Effective for maternity leaves that commenced before May 1, 2019)

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

- 11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Division to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*
- 11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division 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 School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a*

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

- 11.1.4 *The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School Division 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.*

11.2.1 Parental Leave

- 11.2.1.1 *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.*
- 11.2.1.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.1.3 *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

11.3.1 Salary Payment and Benefit Premium

11.3.1.1 *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*

11.3.1.2 *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*

11.3.1.3 *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*

11.3.1.4 *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*

11.3.1.5 *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of a of parental leave.*

11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*

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

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 In addition to articles 13 and 14, every teacher shall be entitled to four (4) days personal leave with pay, per year based on the following conditions:

12.1.1 The four personal days can be taken in any order

12.1.2 The first and second days shall be at full salary and be subject to the satisfactory operation of the teacher's school as may be determined by the Superintendent of schools. These days shall not be used to extend Christmas, Easter or summer holidays.

12.1.3 The third and fourth days shall be at full salary less a deduction in pay in an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 5.1.1.

12.1.4 If the third and fourth day of personal leave occur on a professional development / faith day, then the leave shall be subject to the approval of the Superintendent of schools.

12.1.5 The first and second personal leave days shall not be used in conjunction with the third and fourth personal days to extend Christmas, Easter or Summer Holidays.

12.1.6 Notwithstanding the above, if a teacher is required to use personal leave day(s) to extend Christmas, Easter or the summer holidays, the day(s) will result in a deduction of pay in an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 5.1.1 providing the teacher has not already used those days.

- 12.2 If unused, one personal day at full salary may be carried forward to the next school year and must adhere to the stipulations outlined in Clause 12.1. The teacher shall not have more than three (3) personal days at full salary in any one school year.

13. ASSOCIATION LEAVE AND SECONDMENT

- 13.1 *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.2 *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per Clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement the teacher, shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.*
- 13.4 *During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on their behalf while on secondment under this clause.*

14. OTHER LEAVES

Leave of Absence With Pay

- 14.1 A teacher is entitled to a temporary leave of absence with pay and such leave is deemed to be an authorized absence approved by the Superintendent pursuant to the *Education Act* where such a teacher is absent:

- 14.1.1 **Compassionate Leave for Critical Illness:** *For not more than five (5) teaching days because of critical illness of a spouse, child, son-in-law, daughter-in-law and the following relatives of either the teacher or teacher's spouse: grandparent, parent, brother, sister, grandchild, nephew, niece, brother-in-law, sister-in-law. Additional time may also be allowed at the discretion of the Superintendent.*
- 14.1.2 **Compassionate Leave for Death:** *For not more than five teaching days because of death of a spouse, child, son-in-law, daughter-in-law and the following relatives of either the teacher or teacher's spouse: grandparent, parent, brother, sister, grandchild, nephew, niece, brother-in-law, sister-in-law. If death occurs during leave for critical illness, the critical illness leave ceases upon death and leave for death commences. Additional time may also be allowed at the discretion of the Superintendent.*
- 14.1.3 **To Write an Examination:** For not more than one (1) day in order to write an examination in an academic or professional course.
- 14.1.4 **Teacher's Convocation:** For the period necessary to attend convocation of a university at which the teacher is receiving a degree, subject to the approval of the School Division.
- 14.1.5 **Meetings:** To attend meetings of committees, School Division or Alberta Learning or meetings of municipal bodies of which they are a member, subject to School Division approval. The teacher must remit to the School Division any remuneration (excluding expenses) paid for meetings held during the school day.
- 14.2 **Paternity Leave:** Every teacher shall be entitled to two (2) days leave with pay at the time of the birth of the teacher's child.
- 14.2.1 **Adoption Leave:** Every teacher shall be entitled to five (5) days leave with pay for the adoption of the teacher's child.
- 14.3 **Jury/Witness Duty:** A teacher shall be granted by the School Division such time as required for jury duty or for appearance as a subpoenaed third party witness. The teacher will return to the School Division such fees as are paid by the court for such appearances.
- 14.4 **Family Medical Leave:** *Effective date of ratification each teacher is entitled to four (4) days with pay in each school year to care for husband, wife, parents, or dependent children who are ill or require medical or dental treatment.*
- 14.5 To attend any public event of educational value, subject to the approval of the School Division. This leave may be with or without a deduction of pay in an amount equivalent to the full or half day rate of pay for a substitute

teacher as applicable and provided for in clause 5.1.1 at the discretion of the School Division.

- 14.6 A teacher who is required to leave before the end of the school term or to return after school opening in September because of enrolment in an educational institution for a program of summer study. This leave may be with or without a deduction of pay in an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in clause 5.1.1 at the discretion of the School Division.

Additional Leaves

- 14.7 Additional leaves of absence may be granted by the School Division with or without pay.*

Leave of Absence Without Pay

- 14.8 In addition to the foregoing, a teacher may apply for a leave of absence without pay for other personal reasons. The School Division, in its discretion, may grant a leave of absence for such a period as it deems adequate with the teacher making arrangements to pay 50% of the applicable benefit premiums as per clauses 7.1.1, 7.1.2, 7.1.3, 7.1.4 and 7.1.5, in advance. The portion of the benefits paid by the School Division on behalf of the teacher during the leave of absence (50%) must be remitted to the School Division if the teacher does not return following the leave as mutually agreed.

15. CENTRAL GRIEVANCE PROCEDURE

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

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

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

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

- 15.2 “Central item” means any item which is in italics in this collective agreement.

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

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

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

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

a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.

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

15.9 The written notice shall contain the following:

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

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

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

d) The remedy requested.

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

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

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

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

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

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

appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.

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

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

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

a) An affected School Division rectify any failure to comply with the Collective Agreement;

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

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

15.17 The award of the Arbitration Board is binding on:

a) TEBA and the Association.

b) Any affected school division.

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

- 16.1 Any difference between the parties, any employee covered by this agreement and the School Division or in a proper case between the Association and the School Division concerning the interpretation, application, operation or alleged violation of this agreement 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.
- 16.2 Step "A" - Such difference (hereinafter called "a grievance") shall be submitted in writing to the Secretary Treasurer, the Chairperson of the Teacher Welfare Committee of the teachers of Grande Prairie Roman Catholic Separate School District No. 28 and the Coordinator of Teacher Welfare of the Association. Such written submission shall be made within twenty [20] days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the articles of this agreement which it is alleged have been violated and the remedy sought. It shall be the responsibility of the respondent of the grievance to arrange a meeting with the grievor and/or their representative, within 10 days of receiving notice of the grievance, if a meeting is requested. The respondent shall review the grievance and within 15 days of receipt of the grievance shall render a decision in writing to the grievor, the chairperson of the Teacher Welfare Committee and the Coordinator of Teacher Welfare.
- 16.3 Step "B" - In the event the decision of the respondent fails to resolve the grievance, then either party may by written notice require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 20 days after the date of receipt of the respondent's written decision.
- 16.4 Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and the two members shall endeavor to select an independent chairperson.
- 16.5 If the two members fail to select a chairperson within ten [10] days after the day on which the latter of the two members is appointed, they shall request the Director of Mediation Services to select a chairperson.
- 16.6 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 16.7 The arbitration board shall not change, modify or alter any of the terms of this agreement.
- 16.8 The findings and decisions of the arbitration board shall be binding on the parties.

- 16.9 Each party to a grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chairperson.
- 16.10 Reference to days in this clause shall be exclusive to instructional days.
- 16.11 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may be extended by the written agreement of both parties.

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

GRANDE PRAIRIE ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

Per: _____
Chair, Board Negotiating Committee

Per: _____
Representative, Board Negotiating Committee

ALBERTA TEACHERS' ASSOCIATION

Per: _____
Chair, Teachers' Negotiating Committee

Per: _____
Coordinator, Teacher Welfare

DATED this ____ day of _____, 20__

Superintendent

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

New Letter of Understanding #2 – Trial Expedited Arbitration Process for Differences Arising from the Interpretation or Application of the “2018 Teacher Collective Bargaining Finalized Central and Local Matters Table Placement” 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 School Divisions have been ratified.

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

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

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

There shall be no retroactivity of salary increases prior to April 1, 2019.

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

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

Letter of Understanding #9 Article 7.2—Health Spending Account (HSA)—Process For Ensuring That All Eligible Teachers Have Access To Full Annual HSA Credits.

The parties recognize and agree on the need for a mechanism to identify and ensure that all eligible teachers have access to the full entitlements and provisions of the Health Spending Account as per article 7.2 of the collective agreement.

Article 7.2 of the collective agreement establishes eligibility for a HSA based on a five month contractual status. Currently the School Division contributes 50 percent of the annual amount to the HSA plan administrator, the Alberta School Employee Benefit Plan (ASEBP) on September 30 and January 31 of each school year. Therefore, a mechanism for identifying teachers who become eligible after January 31st as well as eligible teachers who leave the employ of the School Division prior to January 31st, is required to ensure these teachers have access to their full annual HSA credits (\$) as specified in article 7.2. For teachers who become eligible after January 31st, this requires the establishment of an individual HSA account and subsequent deposit of the full annual entitlement (\$) into their account as soon as is feasibly possible. For an eligible teacher whose employment relationship terminates prior to the full amount being deposited (January 31st in the current scenario), payment of any outstanding balance must be made no later than the date of termination of employment in order for the teacher to have full access to the HSA entitlement in the 60 day run off period following termination of employment.

As such the School Division agrees to establish an internal tracking mechanism to identify any such teacher. The School Division also agrees to provide the name and pertinent contact information of each teacher captured under the terms of this Letter of Understanding to the president of the Local 42 of the Association in a timely fashion as the individuals are identified.