

# **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 LAKELAND ROMAN CATHOLIC  
SEPARATE SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

This collective agreement is made this 19 of June 2020 between The Lakeland Roman Catholic Separate School Division (Employer) and the Alberta Teachers' Association (Association).

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

*Effective November 27, 2019, the whereas statement above is repealed and replaced by the following whereas statement:*

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

WHEREAS the terms and conditions of employment and the salaries of teachers have been subject of negotiations between the Parties, and

WHEREAS the Parties desire that these matters be set forth in a Collective Agreement;

NOW THEREFORE THIS COLLECTIVE 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 Employer excepting those positions agreed to be excluded in local bargaining between the Employer and the Association.*

*Effective date of ratification of the 2018-20 local Memorandum of Agreement, clause 1.1 above is repealed and replaced by the following clause:*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 Employer, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Employer and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*

### **1.2 Excluded Positions**

- 1.2.1 Notwithstanding Clause 1.1, the following shall be excluded from this Collective Agreement:

- 1.2.1.1 Superintendent
- 1.2.1.2 Deputy Superintendent(s)
- 1.2.1.3 Assistant Superintendent(s)
- 1.2.1.4 Associate Superintendent(s)
- 1.2.1.5 Director(s)

- 1.3 *Effective November 27, 2019, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
- 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any Collective Agreement with respect to central terms; and*
  - 1.4.2 *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*
- 1.5 *Role of TEBA (Effective November 27, 2019)*
- 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the Employers in any agreement with respect to central terms.*
  - 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
  - 1.5.3 *For the purpose of bargaining collectively with the Association, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms*
- 1.6 *The Employer retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*
- 1.7 *Implementation of this Collective Agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any*

*previous Collective Agreement unless mutually agreed to by TEBA and the Association.*

1.8 *This Collective Agreement cancels all former collective agreements and all provisions appended thereto.*

1.9 *This Collective Agreement shall enure to the benefit of and be binding upon the Parties and their successors.*

1.10 Structural Provisions

1.10.1 Teacher Board Advisory Committee

1.10.1.1 The Parties hereby recognize that basic to the proper management and administration of a school system is the Employer's right and responsibility to formulate and adopt policies and regulations.

1.10.1.2 The Employer and the teachers under its jurisdiction, recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between the Employer members, teachers and administration.

1.10.1.3 The Parties thereby agree that there shall be established a Teacher Board Advisory Committee for the purpose of communicating and considering matters of general local concern related to school affairs including proposed educational policy changes and changes in conditions of professional service.

1.10.1.4 The Teacher Board Advisory Committee may make recommendations to the teachers and to the Employer only on items of policy not under negotiations. The committee shall not deal with Collective Agreement interpretations/ grievance matters nor discuss the modification of the Collective Agreement. No agreement, decisions or action of the committee shall be construed by any Party as an interpretation or modification of this Collective Agreement.

1.10.1.5 The Teacher Board Advisory Committee shall consist of one teacher from each school, designated Employer member(s), and the superintendent or his/her designate.

1.10.1.6 This Committee shall meet initially within the first two months of the school year. Further meetings shall be upon the request of either Party.

*1.11 Effective November 27, 2019, all provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

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

### **2.2 List Bargaining**

2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing Collective Agreement and shall be initiated by a written notice from the Association or TEBA to the other.*

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

### **2.3 Central Matters Bargaining**

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

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

### **2.4 Local Bargaining**

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

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

## **2.5 Bridging**

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

a) a new Collective Agreement is concluded, or

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

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

## **2.6 Meet and Exchange**

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

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

## **2.7 Opening with Mutual Agreement**

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

2.7.2 The Association and the Employer may at any time by mutual agreement negotiate revisions to the local matters contained in

*this Collective Agreement. Any such revisions shall become effective from the date mutually agreed upon by the Parties.*

**2.8 Provision of Information (Effective until November 26, 2019)**

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

**2.8 Provision of Information (Effective November 27, 2019, the following clause repeals and replaces clause 2.8 above)**

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

*September 30th but no later than the last operational day in December:*

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

*2.8.2.2 HSA/WSA/RRSP utilization rates;*

*2.8.2.3 Most recent Employer financial statement;*

*2.8.2.4 Total benefit premium cost;*

*2.8.2.5 Total substitute teacher cost; and,*

*2.8.2.6 Total allowances cost.*

### **3. SALARY**

#### **3.1 Salary Pay Date/Schedule**

3.1.1 Effective September 1, 2018, the Employer shall pay teachers, other than substitute teachers, monthly, 1/12 of their salary and any applicable allowances, on or before the 25<sup>th</sup> day of each month.

3.1.2 Effective September 1, 2018, substitute teachers shall be paid by the 10<sup>th</sup> day of the month following the month in which the substitute teacher has rendered service in one of the schools of the Employer.

#### **3.2 Grid**

3.2.1 *Effective September 1, 2018*

<b>Years of</b>	<b>Education</b>		
	<b>4</b>	<b>5</b>	<b>6</b>
<i>0</i>	59,379	62,779	66,397
<i>1</i>	63,224	66,615	70,234
<i>2</i>	67,058	70,451	74,072



3	70,900	74,297	77,914
4	74,736	78,138	81,756
5	78,578	81,979	85,598
6	82,425	85,821	89,429
7	86,257	89,655	93,273
8	90,094	93,491	97,111
9	93,941	97,336	100,945

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

3.3.1 *The evaluation of teacher education for salary purposes shall only be that determined by a Statement of Qualifications issued by the Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by memorandum of Agreement amongst the Department of Education, the Association, and the Alberta School Trustees' Association dated March 23, 1967.*

3.3.2 *Placement on the salary schedule shall be according to the number of full years of teacher education at the first day of each school year or on commencement of employment and/or on February 1st.*

**3.3.3 TQS Evaluation**

3.3.3.1 *Each teacher claiming additional teacher education, and each teacher commencing employment with the Employer, shall supply a Teacher Qualification Service (TQS) evaluation to the Employer within 45 calendar days from commencement of the school year or from the date of commencement of employment.*

*Until the Employer receives a satisfactory TQS evaluation, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum*

*education requirements for the teacher's teaching certificate.*

- 3.3.3.2 *If a satisfactory evidence or proof of having applied to TQS is submitted to the Employer within the 45 calendar days and a subsequent satisfactory TQS evaluation is received, salary shall be adjusted retroactive to the date of commencement. Satisfactory evidence of submission shall include evidence that all documentation necessary for TQS evaluation purposes has been submitted to TQS within the 45 day calendar period noted herein. While it is expected that actual provision of transcripts will be provided along with other requirements, a receipt, as proof of request for transcripts and dated within the 45 day period, shall be accepted. If a satisfactory evidence or proof of having applied to TQS is not submitted to the Employer within the 45 calendar days and a subsequent TQS supports a higher placement, salary shall be adjusted effective the beginning of the month following Employer receipt of the satisfactory TQS evaluation.*

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

- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1, and February 1.*
- 3.3.3. *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
- 3.3.3.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*

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

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

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

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

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

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

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

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

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

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

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

3.4.5 *The number of years of teaching experience earned by a teacher prior to engagement by the Employer is counted as if it had been teaching experience in schools under the Employer's*

jurisdiction. For initial grid placement purposes, the Employer shall recognize partial years of experience with previous Boards provided that such experience equals a minimum of 120 teaching days as per 3.4.6.

- 3.4.6 A teacher on contract who provides active teacher service with the Employer for a minimum equivalent of 120 teaching days shall be eligible for one teaching experience increment. Such teaching experience must be earned within two (2) consecutive years with the Employer.
- 3.4.7 Should a substitute teacher accumulate 120 days over three (3) consecutive years, he/she shall be eligible for one year of teaching experience. [Effective September 1, 2017, this clause shall read: Should a substitute teacher accumulate 120 days over five (5) consecutive years, he/she shall be eligible for one year of teaching experience.]
- 3.4.8 The adjustment date for the changes in the number of years allowed for teaching experience shall be on the first teaching day of the school year or the first day of February, provided however that no teacher shall receive more than one experience increment in any one school year.
- 3.4.9 Active teacher service excludes leaves in excess of 30 consecutive calendar days. Upon return to active service, the accumulation of teaching days recommences.

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

*Teachers shall:*

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

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

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

- 3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

*Prior Experience*

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this article.*
  - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero years of experience on the salary grid.*
  - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
  - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*
  - a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
  - c) *The written confirmation is signed by an authorized officer of the previous employer.*

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

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

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

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

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

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

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

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

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

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

**4.1 *Administration Allowances***

**4.1.1 *Principal***

- 4.1.1.1 *The principal's allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- 4.1.1.2 *In addition to the salary entitlements earned under the foregoing articles of the Collective Agreement, each principal shall receive an administrative allowance per school year as follows:*
- 4.1.1.3 *A basic allowance will be paid for each principal. The basic allowance is \$14,442.57.*
- 4.1.1.4 *For those principals in schools with more than 125 full-time equivalent students registered as of September 30, the principal shall receive the basic allowance and a further allowance. The further allowance is \$23.81 per FTE student.*
- 4.1.1.5 *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.*

**4.1.2 Vice Principal / Assistant Principal**

- 4.1.2.1 *In addition to the salary entitlements earned under the foregoing articles of the Collective Agreement, each vice-principal shall receive an administrative allowance equal to half of the principals' allowance and assistant principals shall receive an administrative allowance equal to one quarter of the principals' allowance.*
- 4.1.2.2 *Effective September 1, 2019, the minimum allowance for Vice Principal / Assistant Principal allowance will be adjusted in accordance with current proportionality to the Principal allowance.*

**4.1.3 Coaching Allowance**

- 4.1.3.1 *The coaching allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- 4.1.3.2 *A coaching allowance of \$2,504.70 shall be divided amongst the coaches in accordance with a schedule established by the coaches and approved by the administration of the school and shall be payable during the school year. Designation of coaches shall be*

*approved by the administration of the school.  
Assumption Junior/Senior and Notre Dame Senior High  
shall receive an additional amount of \$626.18.*

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

- 4.2.1 In the absence of the principal, a person shall be designated as temporary acting principal and shall be paid 1/200 of the principal's allowance for each operational day, commencing on the eleventh consecutive day.
- 4.2.2 Effective November 1, 2018:
  - 4.2.2.1 When the principal and vice principal are away from the school at the same time, the principal shall appoint a principal designate who will undertake the administrative responsibilities and do follow-up accordingly.
  - 4.2.2.2 The principal designate can be a teacher or a retired Lakeland Catholic administrator.
  - 4.2.2.3 When the assignment is given to a teacher, the teacher shall receive an allowance, in addition to the teacher's salary, of either \$60.00 per full day or \$30.00 per one-half day.
  - 4.2.2.4 The hiring of a substitute teacher for the staff member acting as principal designate shall be at the discretion of the principal of the school

#### **4.3 Teachers with Principal Designations** *(Effective until November 26, 2019)*

- 4.3.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.3.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31,*



2018, the Employer must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.

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

**4.3 Teachers with Principal Designations** (Effective November 27, 2019, the following repeals and replaces clause 4.3 above)

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

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

**4.4 Other Administrator Conditions**

4.4.1 Lieu Days: The Employer shall grant each principal, vice-principal, and assistant principal five (5) days of leave per school year without loss of pay with scheduling by agreement with the Superintendent.

**5. SUBSTITUTE TEACHERS**

**5.1 Rates of Pay**

5.1.1 A substitute teacher means a teacher employed on a day-to-day basis.

5.1.2 The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

5.1.3 *Effective until April 30, 2019, a teacher employed as a substitute teacher shall be paid \$206.37 per day, including vacation pay.*

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

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

5.1.5 A teacher employed as a substitute teacher shall be paid as follows:

(i) Substitute teachers who teach for a half day or less will be paid 50% of the full day rate.

(ii) Substitute teachers who teach for greater than a half day will be paid the full day rate.

## **5.2 Commencement of Grid Rate**

5.2.1 *Number of days to go on grid: A teacher substituting for four (4) or more consecutive full-time equivalent days for the same teacher shall be paid according to grid position retroactive to the first day.*

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

## **5.3 Other Substitute Teacher Conditions**

5.3.1 Effective November 1, 2018:

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

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

## 6. PART TIME TEACHERS

6.1 *FTE Definition: Effective September 1, 2017, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*

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

6.2 A part-time teacher shall mean a teacher employed under a contract of employment with the Employer, whose assignment is less than that of a full-time teacher.

6.3 Other Part-time Teacher Conditions

6.3.1 The Employer may provide a part-time assignment to a teacher with a full-time continuous contract, upon the teacher's request.

## 7. GROUP BENEFITS

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

7.1.1 *Alberta School Employee Benefits Plan (ASEBP) Life Insurance, Accidental Death, Dismemberment and Extended Disability Benefits - Plan 2 and Plan D or Equivalent—The Employer shall contribute the monthly premium payable per eligible teacher.*

7.1.2 *ASEBP Extended Health Care Benefits - Plan 1 or Equivalent—The Employer shall contribute the monthly premium payable per eligible teacher.*

7.1.3 *ASEBP Dental Care Benefits - Plan III or Equivalent—The Employer shall contribute the monthly premium payable per eligible teacher.*

7.1.4 ASEBP Vision Care - Plan III-or Equivalent—The Employer shall contribute the monthly premium payable per eligible teacher.

**7.2 Group Benefits Eligibility**

7.2.1 Membership in group insurance plans operated by the Employer shall be a condition of employment of all eligible teachers. However, where there is duplication of benefit because the spouse of a teacher has the benefit plans, the teacher may be exempt from the condition of employment.

7.2.2 No premiums are payable by the Employer when leaves of absence for more than one month have been granted.

**7.3 Health Spending Account and Wellness Spending Account**

7.3.1 Upon approval from ASEBP as to date of commencement (after November 27, 2019), the Employer shall provide a Health Spending Account/Wellness Spending Account (HSA/WSA) to all eligible teachers. *The Employer will contribute seven hundred and twenty five dollars (\$725) for each full-time eligible teacher. Part-time employees shall be eligible on a pro-rata basis. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency and the Income Tax of Canada for the benefit of the teacher, their spouse and dependents.*

7.3.2 Teachers leaving the employ of the Employer will forfeit any remaining balance, subject to the run off provisions as per CRA regulations.

7.3.3 In this article “eligible teacher” means any teacher on a continuing, probationary or temporary contract during the year. For temporary contract teachers, 1/12 of the annual contribution will be deposited for each full month the teacher is under contract.

**7.4 Other Group Benefits**

**7.4.1 Employment Insurance Premium Reduction**

7.4.1.1 Payments made toward benefit plans by the Employer shall permit the Employer to retain and not pass on to teachers any rebates of premiums otherwise required under Canada Employment and Immigration Commission (previously, Unemployment Insurance Commission) regulations.

**7.4.2 Subrogation**

- 7.4.2.1 (a) Cost of Absence means the total remuneration paid by the Employer during a period when the teacher was absent from work.
- (b) Interest means interest calculated in accordance with the provisions of the *Alberta Judgment Interest Act*, SA 2000, c.J-1 and amendments and regulations thereto.
- (c) Judgment or Settlement means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
- (d) Remuneration means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.
- (e) Teacher means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

- 7.4.2.2 In the event that the Employer incurs a cost of absence as a result of an act or omission of a third party, the Employer is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:
- (a) the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;
- (b) the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
- (c) the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
- (d) the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of

income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;

(e) the teacher will not settle his/her claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;

(f) upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;

(g) the teacher shall not release any third party from the cost of absence without the consent of the Employer; and

(h) the Employer 's consent to settlement shall not be unreasonably withheld.

7.4.2.3 When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest, less a proportionate share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.

7.4.2.4 When as a result of a judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest, less a proportionate share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.

7.4.2.5 The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this Article 7.4.2.

7.4.2.6 In exercising any of its rights under Article 7.4.2, the Employer shall have due regard for the interests of the teacher.

## 8 CONDITIONS OF PRACTICE

### 8.1 *Teacher Instructional and Assignable Time*

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

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

### 8.2 *Assignable Time Definition*

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

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

8.2.2 *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by Employers. Teachers have discretion, to be*

*exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

- 8.2.3 *Time spent traveling to and from professional development opportunities identified in 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*
- a) *the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*
  - b) *the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.*
  - c) *the time is spent traveling to and from the teacher's annual convention.*

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

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

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

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

## **9 PROFESSIONAL DEVELOPMENT**

### **9.1 Teacher Professional Growth Plan**

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



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

## 9.2 **Sabbatical Leave**

- 9.2.1 Sabbatical leave shall mean leave of absence granted by the Employer on application by a teacher for study approved by the Employer for improving the teacher's academic or professional education.
- 9.2.2 To be eligible for sabbatical leave under clause 9.2.1, the teacher shall have served the Employer for six (6) years.
- 9.2.3 A teacher who is granted sabbatical leave shall give an understanding in writing to return to his/her duties following expiration of his/her leave and shall not resign or retire from teaching service, other than by mutual agreement between the Employer and the teacher, for a period of at least two (2) years after resumption of his/her duties. In the event that this condition is not met, the teacher shall repay the Employer for the Employer costs of the leave, in full or, if there is a partial period of return to work, pay the costs on a pro rata basis.
- 9.2.4 All applications for sabbatical leave shall be submitted to the Employer by March 1 preceding the school year in which the sabbatical leave is to commence.
- 9.2.5 The Employer shall determine, in its sole discretion, both the number and the persons to be granted sabbatical leave of absence after considering the seniority of each applicant and the interests of the school system.
- 9.2.6 A teacher who is granted sabbatical leave for the year shall receive as salary, a minimum of \$16,000.00 for that year, payable in equal monthly installments on the last day of each month.
- 9.2.7 A period of sabbatical leave shall be considered as an equal period of classroom service for the purpose of determining service and salary status.
- 9.2.8 Upon resumption of duties, the teacher shall be returned to a position no less favorable than the one which he or she enjoyed before the leave was taken.

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

10.1 *Annual sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness or disability according to the following schedule:*

*(i) In the first year of service with the Employer - 20 school days, at a rate of two (2) days per month.*

*(ii) In the second year of service with the Employer - the unused portion of the days from year one plus 20 school days, at a rate of two (2) days per month.*

*(iii) During the third and subsequent years of service with the Employer, annual sick leave will be granted for 90 calendar days.*

10.2 *After 90 calendar days of continuous illness due to medical disability, no further salary shall be paid and the ASEBP shall take effect.*

10.3 *Where a teacher has suffered an illness and/or has received benefit under the provision of ASEBP (Plan D) and has been granted sick leave benefits in accordance with clause 10.1(iii), the teacher shall be entitled to additional sick leave benefits in the current school year in accordance with clause 10.1(iii) upon resumption of full-time duty.*

10.4 *For absences due to illness on three or more consecutive days, a statement verifying illness and signed by a qualified physician may be required by the Employer. However, the Employer may request the opinion of a second qualified physician.*

11 **MATERNITY, ADOPTION AND PARENTAL LEAVE**

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

11.1.1 **Maternity Leave**

11.1.1.1 *Maternity leave shall be for a maximum of 15 weeks.*

11.1.1.2 *Each teacher shall endeavor to notify the Employer of her leave requirements three months in advance, however, she shall give the Employer at least six weeks notice of the day on which she intends to commence maternity leave. Such notice shall be in writing.*

- 11.1.1.3 *Prior to the commencement of maternity leave the teacher shall access sick leave for any health-related absence related to the teacher's pregnancy.*
- 11.1.1.4 *Upon commencement of maternity leave the teacher agrees to apply for employment insurance benefits and to access the Employer's SUB plan for the health-related portion of her maternity leave. The payment of such benefits shall commence on the date of birth, or the date of eligibility for employment insurance, if later than the date of the birth and will continue during the health-related portion of the maternity leave until the teacher's available sick leave is exhausted, or for a maximum of 13 weeks, whichever event first occurs. Pre-delivery health-related leave and SUB plan payments shall not exceed 13 weeks.*
- 11.1.1.5 *Payment under the SUB plan, when combined with employment insurance benefits shall be equivalent to 100% of the teacher's salary.*
- 11.1.1.6 *The teacher shall provide a medical certificate respecting the health-related portion of her maternity leave.*
- 11.1.1.7 *Maternity leave shall be without payment and contribution to benefit premiums except as provided in clauses 11.1.1.3 and 11.1.1.4.*
- 11.1.1.8 *The teacher shall provide the Employer with four weeks notice of her intention to return to her duties.*

**11.1.2 Parental Leave**

- 11.1.2.1 *The Employer shall grant parental leave, without salary and without Employer contributions to health plan benefits, to a teacher in the following circumstances:*
- 11.1.2.2 *(a) in the case of a teacher entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the teacher's maternity leave; in the case of a parent who is employed by the Employer, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth; in the case of an adoptive parent who is employed by the Employer, a period of not more than thirty-seven (37) consecutive weeks*

*within fifty-two (52) weeks after the child is placed with the adoptive parent.*

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

**11.1.2.4 Notice of Parental Leave**

(a) *A teacher must give the Employer six (6) weeks of notice of the date the teacher will start parental leave unless: the medical condition of the birth mother or child makes it impossible to comply with this requirement; or the date of the child's placement with the adoptive parent was not foreseeable.*

(b) *If the teacher cannot comply with the written notice requirement for any of the reasons stated under subsection 11.1.2.4(a), the teacher must give the Employer written notice at the earliest possible time of the date that the teacher will start or has started parental leave.*

**11.1.2.5 Notice of Resumption of Employment**

(a) *A teacher who wishes to resume working on the expiration of a maternity leave or parental leave shall give the Employer four (4) weeks written notice of the date on which the teacher intends to resume work and, in no event not later than four (4) weeks before the end of the leave period to which the teacher is entitled, or four (4) weeks before the date on which the teacher has specified as the end of the teacher's leave period, whichever is earlier.*

(b) *A teacher returning from maternity leave or parental leave is entitled to a teaching position with the Employer. The Employer, in its sole discretion, shall when possible, return the teacher to the position held prior to the leave.*

**11.2 Benefits—Prepayment or Repayment of Premiums During Unpaid Portion of Leave (Effective until April 30, 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 Employer to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing Collective Agreement, for a period of up to 12 months.*
- 11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to his/her teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

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

### ***11.1 Maternity Leave***

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

*Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*

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

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

## **11.2 Parental Leave**

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

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

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

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

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

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

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

*11.3.1A The Employer shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*

*11.3.2A When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*

*11.3.3A The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*

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

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

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

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

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

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

*11.4.4 A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable*

*manner over the period of no more than eighteen (18) months following the teacher's return to duty.*

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

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

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

12.1 Effective until August 1, 2019, the teacher may, for personal reasons, and with prior notification to the school administration, be absent from duties for two (2) days per school year. *The first day is without loss of pay and the second day is with the deduction from their salary of 50% of the cost of a substitute as per clause 5.1.*

12.1.1 Unused personal leave will accumulate to the credit of each teacher to a maximum of five (5) days at a rate of two unused personal leave days per school year. Accumulated days used are less the cost of a substitute.

12.1.2 Effective September 1, 2020, unused personal leave days will accumulate in the manner they are earned.

12.1.3 Personal leave days cannot be used as partial days.

12.1.4 For the purpose of this article, a day of personal leave is a full day, reflective of the teacher's assignment.

12.1.5 Two or more consecutive days of personal leave may be taken with the agreement of the principal of the school.

12.2 To qualify for one day personal leave entitlement, an employee must have a minimum contract of five continuous months in a school year with this Employer. Such employees may use the personal day in advance of completing five continuous months of employment. However, if they leave prior to completion of the five month period, the cost of the personal leave day advanced shall be recovered from their final pay cheque at 1/200 of their salary.

## **13 ASSOCIATION LEAVE AND SECONDMENT**

13.1 *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer portion of statutory benefit*



*contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

- 13.2 *Upon written request to the superintendent or designate, the Employer may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Employer. The Association will reimburse the Employer as per Clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the Collective Agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.*
- 13.4 *During such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the Collective Agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on his/her behalf while on secondment under this clause.*

## **14. OTHER LEAVES**

### **14.1 Critical Illness and Bereavement Leave**

- 14.1.1 *A teacher shall be granted a leave of absence without loss of pay in the case of critical illness of the following immediate family members of the teacher: spouse, son, daughter, father or mother, up to a maximum of three (3) teaching days. A statement, provided by a qualified physician, certifying the critical nature of the illness, may be required by the Employer. However, the Employer at its discretion, may grant such leaves for more than three (3) days.*
- 14.1.2 *Furthermore, a teacher shall be granted a leave of absence without loss of pay in case of death of the following relative of either teacher or teacher's spouse: immediate family members, spouse, son or daughter, parent, brother or sister, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, up to a maximum of five (5) teaching days.*

14.1.3 *A teacher shall be granted a leave of absence for no more than one day in total per school year, without loss of pay, in the event of a death of one of the following: aunt, uncle, niece, nephew, cousin or close personal friend.*

#### **14.2 Parental Leave**

14.2.1 A teacher shall be granted, upon request, up to two operational days' leave with pay at the time of the birth of his child during the school year, with the time to be taken within two calendar days, from either of:

(i) the date of birth, or

(ii) the date of the mother's release from hospital.

14.2.2 Effective November 1, 2018, a teacher shall be granted, upon request, up to two (2) operational days of leave with pay to attend to matters occurring on the date that the teacher receives his/her adoptive child.

#### **14.3 Jury Duty, Court Summons or Subpoena Leave**

14.3.1 Leave of absence without loss of pay shall be granted:

(a) For jury duty or any summons related thereto;

(b) To answer a subpoena or summons to attend, as a witness, in any proceeding authorized by law to compel the attendance of witnesses, providing that the jury fee or court stipend is returned to the Employer.

#### **14.4 Family Medical Leave**

14.4.1 *A maximum of three (3) days per school year shall be granted with full pay for family medical treatment provided that the teacher's accumulated number of sick leave credits, as granted by clause 10.1 for teachers in the first two (2) years of service with the Employer is reduced by a corresponding amount.*

14.4.2 *Effective November 1, 2018, in addition to the provisions of clause 14.4.1, a maximum of one (1) day per school year shall be granted with full pay for family medical treatment.*

14.4.3 *Additional days may be granted upon a request at the discretion of the Employer.*

#### **14.5 Discretionary Leave**

14.5.1 Additional leaves of absence may be granted by the Employer, with pay and with benefits, with pay and without benefits, without pay and with benefits, or without pay and without benefits, at the discretion of the Employer.

**14.6 Convocation Leave**

14.6.1 Effective November 1, 2018, the Employer shall grant no more than two (2) teaching days in any school year for the teacher to attend a post-secondary convocation in which the teacher or the teacher's spouse or child is participating as a degree or diploma recipient.

**15. CENTRAL GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

15.7 *The written notice shall contain the following:*

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

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

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

d) *The remedy requested.*

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

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

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

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

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

(b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of*

*any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

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

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

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

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

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

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

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

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

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

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

- 15.2 *“Central item” means any item which is in italics in this Collective Agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this Collective Agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the Employer calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*
- 15.5 *For the purposes of this Article, written communication may be provided by email.*
- 15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.*
- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*
- 15.8 *Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
- b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.9 *The written notice shall contain the following:*
- a) A statement of the facts giving rise to the difference,*
- b) The central item or items relevant to the difference,*
- c) The central item or items and the non-central item or items, where the difference involves both, and*
- d) The remedy requested.*

- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the Employer portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the Employer affected by the difference is attending a central grievance hearing.*
- 15.12 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Employer, and any affected teacher or teachers.*
- 15.13 (a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- (b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.14 (a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

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

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

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

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

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

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

*a) TEBA and the Association.*

*b) Any affected Employer.*

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

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

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

## **16. LOCAL GRIEVANCE PROCEDURE**

16.1 The parties agree to the following dispute resolution process in order to resolve differences arising between any teacher covered by this agreement and the employer, or in a proper case between the Association and the Employer as to the interpretation, application, operation or contravention, or alleged contravention of any local condition of this Agreement or as to whether such difference can be subject of arbitration, the Association shall have the right to present a grievance.

16.2 If at any time the parties agree that the alleged violation is of a central nature, the grievance procedure shall be transferred to the central grievance procedure and the central grievance procedure timelines shall be adhered to.



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

#### **Step 1 – Discussion (Informal)**

The teacher with or without representation, or in the proper case the Association, shall attempt to resolve any dispute through written or verbal discussion with the Deputy Superintendent or designate, within thirty (30) operational days from the date on which the teacher became aware of its occurrence.

#### **Step 2- Written Presentation (Formal)**

If the dispute is not resolved in Step 1, all such grievances shall then be submitted to the Superintendent, or designate, and the Coordinator of Teacher Welfare within ten (10) operational days from the date on which the resolution meeting was held.

All grievances must be presented in writing, and

- shall set out the nature of the dispute,
- the article(s) of the Agreement that has been allegedly violated, and
- the remedy sought.

#### **Step 3 – Meeting**

The Teacher and/or their representative and the Superintendent, or designate, agree to meet and endeavor to resolve the difference. The parties agree to share

relevant information to the dispute. This meeting shall be scheduled within ten (10) operational days from the date the written grievance was received by the Superintendent or designate.

#### **Step 4 – Written Reply**

The Superintendent, or designate, shall provide a written reply to the Teacher within ten (10) operational days of the date of the meeting held in Step 3. If the parties are unable to resolve the dispute, either party may notify the other in writing of its desire to submit the difference to mediation or arbitration.

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

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

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

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

#### **Step 6 – Arbitration**

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

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

The Association and the Employer may, by mutual agreement, agree to proceed with a single arbitrator or a three-person Arbitration Board.

The single arbitrator shall be appointed and the proceedings carried on as described in section 136 and 137 of the Labour Relations Code, as amended from time to time. If the parties are unable to agree on a person to act as the single arbitrator, either party may request the Director of Mediation Services, Department of Labour, in writing to appoint a single arbitrator. The parties agree to share equally the expenses of the arbitrator.

The three-person arbitration board shall be selected as described in section 138 of the Labour Relations Code, as amended from time to time. Each party shall appoint one member as its representative on the arbitration board within fifteen (15) operational days of such notice. The two members so appointed will endeavor to select a chairperson. If the parties are unable to agree on a person

to act as the chairperson, either part may request the Director of Mediation Services, Department of Labour, in writing to appoint a chairperson. The parties agree to bear the expenses of its respective appointee and to share equally the expenses of the chairperson.

The single arbitrator or three-person arbitration board may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.

The single arbitrator or three-person arbitration board shall not alter, amend or change the terms or conditions of the collective agreement. The arbitrator or three-person arbitration board may interpret, apply and give relief in accordance with an enactment relating to employment matters notwithstanding any conflict between the enactment and the collective agreement.

**Step 7 – Award**

The single arbitrator or three-person arbitration board shall issue an award in writing, and the award is final and binding on the parties and on every employee affected by it.

A decision of the majority of the members of an arbitration board is the decision of the arbitration board but, if there is no majority, the decision of the chair governs, and the chair's decision is deemed to be the award of the three-person arbitration board.

IN WITNESS WHEREOF the parties have executed this agreement this

19 day of June, 2020

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE ASSOCIATION

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

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

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

1. Scope

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

2. Process

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Letter of Understanding #9 – Guidance / Counselling Position(s)**

It is recognized that the organizational changes have resulted in a phase out of the teacher occupied positions of Guidance/ Counselling positions and that as of the date of signing of this letter (February 4, 2013) there remains one recognized incumbent performing a portion of the role as originally established. However, the School District agrees that on a present incumbent only basis, that incumbent will continue to receive an allowance of \$1,006.88 per year until the incumbent ceases to perform those duties, or assumes other responsibilities, positions or leaves the employment of the Employer.

*The counselling allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

## **Addendum**

The Employer and the Association agree that the following coordinator positions allowances are excluded from the Collective Agreement:

- (1) French Coordinator
- (2) Religious Coordinator
- (3) Instruction Program Coordinator