

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

**LIVING WATERS CATHOLIC
SEPARATE SCHOOL DIVISION**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

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This collective agreement is made this ____ of _____ 20__ between Living Waters 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Effective October 27, 2020 the whereas statement above is repealed and replaced by the following whereas statement:

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

WHEREAS the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties and are set forth in this Agreement.

WHEREAS the term 'agent of the Employer' as it appears in the agreement is defined as "Superintendent or designate".

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree as follows:

1. APPLICATION/SCOPE

1.1 This collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with a School Jurisdiction excepting those positions agreed to be excluded in local bargaining between the School Jurisdiction and the Association.

1.1.1 All teachers employed by the School Jurisdiction shall be members of The Association.

Effective October 27, 2020, clause 1.1 above is repealed and replaced by the following clause:

1.1 This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the 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 Notwithstanding Article 1.1, individuals employed in the following positions shall be excluded from this agreement:
 - a) Superintendent
 - b) Deputy Superintendent
 - c) Associate Superintendent
- 1.3 **Effective October 27, 2020**, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.
- 1.4 The Association is the bargaining agent for each bargaining unit and:
 - 1.4.1 has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and
 - 1.4.2 has exclusive authority to bargain collectively with each Employer on behalf of all 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 October 27, 2020)**
 - 1.5.1 For the purpose of bargaining collectively with the Association, TEBA is an employer's 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 items.
 - 1.5.2 Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.
 - 1.5.3 For the purpose of bargaining collectively with the Association, a Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms.

- 1.6 *The Employer retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 **Effective October 27, 2020**, *all provisions of this collective agreement shall be read to be gender neutral.*
- 1.11 Structural Provisions
- 1.11.1 For the purposes of Article 7, a committee composed of two (2) trustees, two (2) teachers and the Agent of the Employer as a non-voting member, is empowered to make recommendations to substitute a new carrier for the insurance plans, provided that an equivalent level of insurance coverage is maintained. A quorum for this committee shall consist of all four (4) voting members. A majority decision of this committee must be reached before a recommendation is made to the Employer for approval. The Association shall be responsible to submit the names of the two (2) teacher representatives to the Employer within two (2) weeks of notification that a committee is required.

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 six (6) months and not more than eight (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 fifteen (15) days and not more than thirty (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 sixty (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 thirty (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 thirty (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 October 26, 2020)

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

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

2.8 Provision of Information (Effective October 27, 2020):

- 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 (5) months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*
- 2.8.2 *Each 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 *Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (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 (Effective until October 26, 2020)

- 3.1.1 All teachers shall be paid by electronic bank deposit.

One twelfth (1/12) of a teacher's annual salary shall be paid on or before the twenty-fifth (25th) day of each month with the exception of December and June when payment shall be on the last operational

day. If Easter Break or Spring Break occurs during the twenty-fifth (25th) of the month, payment shall also be the last operational day prior to the twenty-fifth (25th) of the month. In June, for those teachers not returning to work in the next school year, they shall be paid on the last operational school day of the school where they teach.

Effective October 27, 2020, clause 3.1.1 above is repealed and replaced by the following:

One twelfth (1/12) of a teacher's annual salary shall be paid on or before the twenty-fifth (25th) day of each month with the exception of December and June when payment shall be on the last operational day. If Easter Break or Spring Break occurs during the twenty-fifth (25th) of the month, payment shall also be the last operational day prior to the twenty-fifth (25th) of the month. In June, for those teachers not returning to work in the next school year, they shall be paid their final salary payment in accordance with the *Education Act*.

3.2 Grid

- 3.2.1 *The Employer shall pay its teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.*
- 3.2.2 *The amount of university education and length of teaching experience, computed as hereinafter provided shall together determine the basic salary rate for each teacher contracted by the Employer.*
- 3.2.3 *The minimum salary, maximum salary, and increments for each year of teaching experience are calculated as per Addendum A.*

3.3 Education (Effective until August 31, 2019)

- 3.3.1 *The evaluation of teachers' education for salary purposes shall be determined by a statement of qualification issued by The Alberta Teachers' Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board.*
- 3.3.2 *It shall be the responsibility of the teacher to obtain and supply the agent of the Employer with written proof of application for a statement of qualifications from the Teacher Qualifications Service (TQS) within thirty (30) calendar days of commencement of employment. If such proof of application is not provided within thirty (30) calendar days, salary shall be adjusted effective the beginning of the month following provision of proof of application.*

3.3.2.1 *Teachers on staff in their first year will be paid at the four (4) university level until Teacher Qualifications Service (TQS) is supplied. Any salary adjustment shall be retroactive to the commencement of employment in the current school year if proof of application to TQS has been received within thirty (30) calendar days of commencement of employment. If proof of application of TQS is not provided within thirty (30) days of commencement of employment, pay will begin effective the beginning of the month following receipt by the agent of the Employer of application of same.*

3.3.2.2 *For teachers already on staff, adjustments to salary shall be retroactive to the beginning of the current school year or February 1, whichever is applicable.*

3.3.2.3 *For the purpose of Article 3.3.2, written proof of application for a statement of qualifications issued by the Alberta Teacher Qualifications Service shall be written confirmation of such application as supplied to the applicant by the Alberta Teacher Qualifications Service.*

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 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 times 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 (4) years education.*

3.3.3.1 *If proof of teacher education or application is received within sixty (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 sixty (60) operational days, salaries 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 sixty (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 sixty (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 sixty (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 the School Jurisdiction may be carried over for calculation of experience increments in the following school year with the School Jurisdiction.*
- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with an Employer being carried over for calculation of experience increments in the 2017-18 school year with that same Employer.*
- 3.4.5 *A year of teaching experience shall be earned by performing required duties with a Division for at least one hundred and twenty (120) school days. When a year of teaching experience has been*

earned, the teacher shall not begin to earn additional teaching experience until the beginning of another year or February 1st.

- 3.4.6 *No teacher shall lose credit for teaching experience being recognized at the date of signing of this agreement.*
- 3.4.7 *The adjustment date for changes for the number of years allowed for teaching experience shall be at the commencement of the school year or February 1st. Effective until August 31, 2017 only, a year of teaching experience can be accumulated and earned within two (2) consecutive years of service with the Employer.*
- 3.4.8 *Each teacher claiming additional teaching experience and each teacher commencing employment with the Employer, shall submit a written statement of teaching service from previous employers to the Employer within sixty (60) calendar days from commencement of the school year or from the date of commencement of employment. An extension shall be granted upon submission of proof by the teacher of having applied for required statement(s) of previous teaching experience within the sixty (60) calendar days.*

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 same Employer.*
- 3.4.2 *Experience increments shall be earned by a substitute teacher after one hundred forty (140) operational days in the preceding five (5) years with the Employer.*
- 3.4.3 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4 *Uncredited experience shall be carried over for the calculation of experience increments.*

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

Prior Experience

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

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

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

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

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

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

- 3.4.10 *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*
- 3.4.11 *Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

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

- 3.5.1 *In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the Employer shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the Employer.*
- 3.5.1.1 *Teachers must present valid proof of education and experience, satisfactory to the Employer, prior to this evaluation.*
- 3.5.1.2 *This evaluation shall be conducted when a teacher is hired to teach a CTS or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.*
- 3.5.1.3 *A copy of the decision will be provided to the teacher.*
- 3.5.2 *After the evaluation in 3.5.1 has concluded, the Employer may place a teacher on a step greater than their experience and/or education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.*

3.6 Other Rates of Pay: Service Outside the Calendar Year

- 3.6.1 A teacher who agrees to render service outside the calendar year, at the request of the Superintendent, shall be paid 1/200th of the teacher's total annual salary, for each full day of work, or 1/400th of the teacher's total annual salary for each half day of work. This Clause does not apply to those teachers in receipt of an administrative allowance.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

- 4.1.1 The Employer may create and fill administrative positions other than those specifically enumerated elsewhere in this collective agreement. The Employer shall provide notice of the establishment of such position to the local teachers and meet to establish the remuneration for the position. Failing agreement, the Employer shall establish the remuneration and the matter shall be a subject for negotiations in the next round.

4.2 Administration Allowances

When a teacher is appointed by the Employer as principal or assistant principal, the teacher shall receive, in addition to salary payable on the salary grid, an administrative allowance in accordance with Schedule 1 below:

4.2.1 Principal Allowance – Schedule 1

A basic allowance of eighteen percent (18.0%) of the maximum salary for four (4) years of education, plus:

- a) an allowance of zero (0) percent of the fourth year maximum of the salary grid for each of the first fifty (50) students, plus*
- b) an allowance of 0.053 percent of the fourth year maximum of the salary grid for each of the next one hundred (100) students in the school, plus*
- c) an allowance of 0.033 percent of the fourth year maximum of the salary grid for each additional student in the school.*
- d) The student count shall be on September 30th of each year. Where a principal is designated responsibility for ECS, ECS students shall be included in the student count and each ECS student shall be counted as 0.5.*

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.

4.2.2 Assistant Principal(s)

- a) The Assistant Principal shall receive one half the allowance paid to the principal under this Article.*

- b) *Effective September 1, 2019, the minimum allowance for Assistant Principal will be adjusted in accordance with current proportionality to the Principal allowance.*
- c) *An assistant principal shall be designated to schools with fifteen (15) FTE teachers, including the principal.*

4.2.3 Divisional Coordinator

A teacher designated as Divisional Coordinator for the system by the Superintendent shall be paid an additional three thousand seven hundred fifty-six dollars and sixty-six cents (\$3,756.66) per year. This amount will increase as per the salary grid increase each year.

4.3 Acting/Surrogate Administrators – Compensation

- 4.3.1 Where a principal is absent from school for a period of six (6) or more consecutive school days and the Superintendent designates an assistant principal or a teacher as acting principal, the person so designated shall be paid an administrative allowance of one two hundredth (1/200th) of the principal's administrative allowance, retroactive to the beginning of the designation period. Where an assistant principal is designated as acting principal, they shall not receive an assistant principal's allowance for such days so designated. Acting designations shall terminate upon the principal's return to their position.
- 4.3.2 In a school where all administration is absent from duty, a teacher shall be assigned the responsibility by the administration. In addition to their salary payable on the salary grid the teacher shall receive an allowance of sixty-two dollars and eighty-one cents (\$62.81) per day while assuming administrative duties, for the first five (5) days (annually cumulative). Starting on the sixth (6th) day and for all subsequent days in that school year, the teacher designated as acting principal will receive an allowance of one two hundredth (1/200th) of the principal's allowance for each day worked. This amount will increase as per the salary grid increase each year.
- 4.3.3 Where reasonably practicable, a substitute teacher shall be hired to replace a teacher designated as an acting administrator on an instructional day.

4.4 Teachers with Principal Designations (Effective until October 26, 2020)

- 4.4.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five*

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

4.4.2 Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years. When the total length of the principal's designation will be five years as of August 31, 2018, the School Jurisdiction must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.

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

4.4 Teachers with Principal Designations (Effective October 27, 2020)

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

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

4.5 Multiple Designations

4.5.1 For principals who have been designated to more than one (1) site, they shall receive all applicable allowances. As per article 4.2, the Principal shall be paid an allowance for the largest school in which

they have been designated, plus an allowance as follows, for the additional site(s):

- 4.5.1.1 3% of fourth (4th) year maximum and 0.4% of the fourth (4th) year maximum for each full-time equivalent (FTE) teacher on the additional site. The Principal is excluded from the FTE count.

4.6 Administrator Lieu Days

Notwithstanding Article 8.5.1, administrators shall be responsible to organize their schools in order that the schools are ready for operation. In recognition of this responsibility, each administrator is entitled to take two (2) days of personal leave with pay and benefits, at their discretion, in addition to any other leaves in this agreement. If any days are not taken by June 30th of the school year, they shall be paid out at 1/200th of their salary and allowance to be paid on the August pay cheque.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

A substitute teacher is a teacher employed on a day-to-day or half-day basis where a contract of employment is not in effect. Substitute teachers shall be paid according to the following schedule:

5.1.1 *Per diem \$230.70*

5.1.2 *Per half-day \$115.35*

5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$217.64 plus six percent (6%) vacation pay of \$13.06 for a total of \$230.70. Half day rates will be \$115.35.*

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 five percent (5%) of their earnings at the daily rate, vacation pay and general holiday pay earned in the four (4) weeks immediately preceding the general holiday.*

5.2 Commencement of Grid Rate

5.2.1 *Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than four (4) consecutive school days, shall be paid effective the fifth (5th) day according to placement on the salary grid subject to the terms of this agreement.*

5.2.2 *In determining the placement on the grid, a substitute teacher shall provide evidence of teacher education and teaching experience in accordance with the provisions of Articles 3.3 and 3.4 (depending on the effective dates).*

5.2.3 **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 When a teacher is absent, a certificated substitute shall be hired to replace that teacher whenever possible.

5.3.2 Substitute teachers will receive, at minimum, twenty-four (24) hours advanced notice of cancellation of assignment. Cancellation occurring less than twenty-four (24) hours from the commencement of assignment will result in the substitute teacher receiving the daily rate agreed to in the initial booking.

5.3.3 Where reasonably practicable, a substitute teacher shall be hired for each teacher absence, on an instructional day.

5.3.4 All substitute teachers shall have access to unpaid school professional development days. If substitutes are required to attend a school professional development day, they shall be paid the daily substitute rate.

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 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 *Teachers on part-time contracts have the Employer's contributions to their benefit plan premiums prorated according to their percentage FTE. However, the Employer shall contribute a minimum of seventy-five percent (75%) of the premium cost for any eligible part-time teacher employed at less than 0.75% FTE (as per Article 7). This provision does not apply to teachers on part-time contract at Vanier School prior to September 1, 1993.*

- 6.3 The timetable for a part-time teacher shall be contiguous, where reasonably practicable. A part-time teacher whose timetable is not able to be made contiguous will be provided with a rationale for the decision.
- 6.4 Part-time teacher's FTE shall not be altered without agreement of the teacher.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans (Addendum B)

- 7.1.1 *The Employer shall contribute one hundred percent (100%) of the group premium rate towards the cost of each employee's premium for coverage under the Alberta Health Care Insurance Plan.*
- 7.1.2 *The Employer shall contribute one hundred percent (100%) of the group premium rate towards the cost of each employee's premium for coverage under a designated carrier – Extended Health Care Plan. Extended Health Care shall be a condition of employment.*
- 7.1.3 *The Employer shall contribute one hundred percent (100%) of the group premium rate towards the cost of each employee's premium for coverage under a designated carrier – Dental Plan. The Dental Plan shall be a condition of employment.*
- 7.1.4 *The Employer shall effect and maintain group life insurance and AD&D applicable to and for the benefit of teaching staff in its employ, and shall contribute one hundred percent (100%) of the cost of such insurance. Life and AD&D shall be a condition of employment.*
- 7.1.5 *The Employer shall effect and maintain group extended disability salary continuance coverage applicable to and for the benefit of teaching staff in its employ and shall contribute one hundred percent (100%) of the cost of such insurance. Extended Disability shall be a condition of employment.*
- 7.1.6 *The Employer shall contribute one hundred percent (100%) of the group premium rate towards the cost of each employee's premium for coverage under a designated carrier – Vision Plan 3. This plan shall be a condition of employment.*
- 7.1.7 *The group insurance program covered under this Article shall not apply to substitute teachers.*

7.2 Group Benefits Eligibility

7.2.1 *Any ineligible teacher who subsequently becomes eligible for coverage shall register with the agent of the Employer within thirty (30) calendar days of becoming eligible to obtain coverage. Failure to register may result in loss of coverage.*

7.2.2 *Teachers whose probationary contract of employment ends at the completion of a school year and who sign a new probationary or continuous contract shall have their benefits continue over the summer.*

7.3 Health Spending Account

Effective September 1, 2015, the Employer shall provide a Health Spending Account for all teachers who have signed a continuous or probationary contract with the Employer in the amount of nine hundred fifty dollars (\$950).

7.3.1 Upon approval from ASEBP as to date of commencement (after October 27, 2020), the Employer shall provide a Health Spending Account/Wellness Spending Account (HSA/WSA) to all eligible teachers. The Employer agrees to contribute each school year to a Health Spending Account/Wellness Spending Account (HSA/WSA). The plan shall be administered by ASEBP in accordance with Canada Revenue Agency and the *Income Tax Act* of Canada for the benefit of the qualifying teacher and their dependents.

7.4 Other Group Benefits

7.4.1 Payroll Deduction - Registered Retirement Savings Plan:

7.4.1.1 The Employer shall make available a payroll deduction for Registered Retirement Savings Plan (RRSP) contributions to a single plan chosen by the Association.

7.4.2 Employment Insurance Premium Reduction:

7.4.2.1 Payments made towards plans by the Employer shall permit it to retain and not pass on to teachers any rebate of premiums otherwise required under Canada Employment and Immigration Commission regulations.

7.4.3 Benefit contributions Prepayment:

7.4.3.1 Any leave where a teacher would have to pay for their own benefits, shall have the option to prepay their benefit contributions.

7.4.4 Subrogation:

7.4.4.1 If an employee receives sick leave benefits because the employee has been injured through the fault of another party, the Employer has subrogation rights. This means the employee may make a claim to recover the amount of these benefits from the other party and the employee shall reimburse the Employer for any benefits which have been paid.

7.5 Travel Assistance Benefit

For the purpose of the Collective Agreement two thousand five hundred dollars (\$2,500) of the annual salary as set out in Clause 3.2 of the agreement shall be considered to be a travel assistance benefit paid in a designated area as defined by Canada Revenue Agency and shall be indicated as such in the appropriate area on the T4 slip. The teacher shall make this request annually, and it shall be in writing. For teachers making this request, the Employer shall indicate the \$2,500 allowance in the appropriate box on their annual T4 slip and it shall not be considered part of salary. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the Employer and shall be in accordance with the provisions set out by Canada Revenue Agency.

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 Other Conditions of Practice

8.3.1 *Staff deployment within a school shall be the responsibility of the principal, in consultation with the superintendent and teacher. In the event of lack of agreement, the Superintendent's decision is final.*

8.3.2 Duty Free Lunch

Effective September 1, 2019, the Employer will provide each teacher assigned work for five (5) hours or longer a thirty (30) minute rest period during each five (5) hours worked.

8.3.2.1 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two (2) 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.

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

8.3.2.3 *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 a teacher to take a rest period.*

8.4 Extra-Curricular Activities

The Employer recognizes the value of extra-curricular activities including the participation of teachers. However, teacher participation in extra-curricular activities is voluntary.

Should a teacher decide to participate in such activities, the teacher will not be paid by the Employer for such service.

8.5 School Year

8.5.1 *Teachers will not be required to render service more than two hundred (200) consecutive days commencing the opening day of school in each school year, exclusive of vacation periods, weekends and holidays.*

8.5.2 *The first date upon which a teacher will be required to render the first day of service in any school year shall be announced by the Employer not less than three (3) calendar months prior to such date unless circumstances are delayed because of agreements with other Employers such that a school calendar cannot be organized.*

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.*

10. SICK LEAVE, MEDICAL CERTIFICATES AND REPORTING

- 10.1 *A certificate signed by a medical doctor or a doctor of dentistry indicating that the absence was necessitated by illness, shall be submitted by the teacher where the sick leave is for a period in excess of four (4) consecutive days.*
- 10.2 *All teachers in their first year with the Employer shall have a minimum of twenty (20) school days accumulated sick leave at the beginning of the school year. Should a first-year teacher be absent due to illness or disability in excess of the number of days of sick leave entitlement resulting in a salary deduction that month, any accumulated sick leave entitlement earned in the same school year shall be applied and any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*
 - 10.2.1 *In the event that the first year teacher*
 - a) *has insufficient sick leave to provide full salary during the qualifying period of extended disability benefits, and*
 - b) *is accepted by the insurance carrier as an EDB claimant,*
 - c) *the Employer shall pay the salary of the teacher for the period of insufficient sick leave to a maximum of ninety (90) calendar days once the teacher is accepted by the insurance carrier as an EDB claimant and they receive the first EDB payment.*
- 10.3 *After one (1) year with the Employer, all teachers shall have ninety (90) calendar days sick leave entitlement. A teacher, other than a first year teacher, who has been absent due to medical disability shall, upon return to duty, be entitled to an additional sick leave benefit of ninety (90) calendar days.*
- 10.4 *After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid and the extended disability plan shall take effect.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

Teachers are entitled to maternity leave. Maternity leave shall be granted under conditions specified below.

- 11.1.1 The maternity leave will begin at the discretion of the teacher. The teacher shall, when possible, notify the Employer of their leave requirements three (3) months in advance of the first day of leave.*
- 11.1.2 The teacher will supply a statement from a physician indicating the approximate date of delivery.*
- 11.1.3 Maternity leave shall be without pay except as provided in Article 11.1.6.*
- 11.1.4 The teacher may terminate the leave at any time up to one (1) year following the date of delivery, or at a later date which is satisfactory to both parties. The expected leave termination date shall be indicated at the commencement of the leave. When possible, return to work shall be at natural breaks in the school year.*
- 11.1.5 Where possible, the teacher shall give the Employer two (2) months notice, in writing, of the intended return date. In any event, the teacher shall give the Employer no less than two (2) weeks notice, in writing, of the intended return date.*
- 11.1.6 Evidence of payment of Employment Insurance Maternity benefits (ex. cheque stub) must be presented to the Employer in order to receive maternity top up benefits.*
- 11.1.7 When a teacher on continuous contract or a second year probationary contract is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher shall be eligible for one (1) of the following options.*
 - (a) If the absence begins prior to ten (10) weeks before the estimated date of delivery and continues without return to work, the teacher shall be placed on sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits.*
 - (b) If the absence begins within the ten (10) week period before the estimated date of delivery, or on the date of delivery, the teacher shall choose either Article 11.1.8(a) or Article 11.1.8(b) below. Such choice shall apply until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.*

11.1.8 (a) *The Employer shall implement and maintain a Supplementary Unemployment Benefits (SUB) Plan which shall provide teachers on maternity leave with one hundred percent (100%) of their weekly salary under the SUB Plan during eighteen (18) weeks of leave. The Employer shall pay the portion of the teacher's benefit plan premiums specified in Article 7 of the Collective Agreement for the eighteen (18) week period.*

(b) *The teacher may access sick leave entitlement with pay as specified in Article 10 of the Collective Agreement for the period of illness or disability.*

This Article will be in effect on date of signing of this Agreement. This Article is not subject to retro pay.

11.2 Adoption Leave

11.2.1 *Teachers are entitled to adoption leave without pay for a period not exceeding thirty-seven (37) weeks.*

11.2.2 *When possible, a teacher will notify the Employer of the leave requirements three (3) months in advance of the first day of leave.*

11.3 Parental Leave

11.3.1 *A teacher is entitled to parental leave without salary and benefits for a period not exceeding one (1) year. This leave shall be contiguous with maternity leave or be used once for a child up to six (6) years of age.*

11.3.2 *The teacher shall, in consultation with the Superintendent, establish a date of return from leave at the time the leave is taken.*

11.3.3 *Provided any leave or combination of leaves under this Article is less than twelve (12) months, upon return from the leave the teacher will be returned to the previous position or to a position mutually agreed upon by the teacher and the Employer.*

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 comparable nature.*

11.2 Parental Leave

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 *The teacher shall give the Employer at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied*

at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.

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

11.3 Salary Payment and Benefit Premium

11.3.1 At the commencement of maternity leave, the teacher shall be eligible for one (1) of the following options:

11.3.2 If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.

11.3.3 If the absence begins within the twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.

a) The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.

b) The Employer shall implement a Supplementary Employment Benefits (SEB) which shall provide teachers on maternity leave with 100% of their salary during eighteen (18) weeks of leave.

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

11.3.5 The Employer shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The HSA will remain active for the duration of the 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

CURRENT language effective for Maternity and/or Parental leaves that commenced before May 1, 2019.

11.4.1 Teachers may prepay or repay benefit premiums payable during the duration of a Maternity, Adoption or Parental leave.

11.4.2 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 one hundred percent (100%) of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to twelve (12) months.

11.4.3 Notwithstanding Clause 11.4.2, 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 (12) months, provided the teacher repays the teacher 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 twelve 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.

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 Parental leave.

11.4.2 Subject to the terms and conditions of the benefits insurance carrier policies, teachers Parental leave may make arrangements through

the Employer to prepay one hundred percent (100%) 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 Temporary personal leave of absence for not more than three (3) days in total in any school year shall be granted to each teacher. The first day of such leave shall be at full salary and benefits. The remaining two (2) days under this Article shall be at full salary and benefits minus the amount equivalent to the salary and source deductions (CPP and EI) of a substitute. Forthcoming payment to the Employer shall be through payroll deductions. A teacher taking such leave shall present a signed statement regarding the reason for absence.

12.1.1 The first full day of personal leave in any given year may be accumulated to a maximum of four (4) days.

12.1.2 If more than two (2) teachers in the same school request personal leave on the same day, the first two (2) requests shall be granted. Any remaining requests will be subject to the operational requirements of the school; however, the Employer shall make a

reasonable effort to approve as many additional requests as possible.

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.

13.3.1 Release time will be provided for up to approximately one tenth (0.1) FTE for the Local President to conduct Local business, with the Local reimbursing the Employer for the cost.

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

14. OTHER LEAVES

Leaves of absence without loss of salary and benefits, excluding Clause 14.8 shall be granted by the Employer upon approval of the Superintendent, or designate.

14.1 Compassionate Leave:

- 14.1.1 *For not more than five (5) operational days to be taken within a two (2) week period because of the critical illness of a spouse, child, parent, brother, sister, parent's spouse, aunt, uncle, nephew, niece, grandparents, grandchild, in-laws or other members of the teacher's household. Critical illness shall be substantiated by a medical certificate signed by a medical doctor.*
- 14.1.2 *Critical illness shall be defined as a life-threatening condition, which presents an immediate or imminent threat to life as ascertained by a medical doctor or when a person has been diagnosed with a terminal illness and impending death.*
- 14.1.3 *For not more than five (5) operational days to be taken within a two (2) week period because of the death of a spouse, child, parent, brother, sister, parent's spouse, aunt, uncle, nephew, niece, grandparents, grandchild, in-laws or other members of the teacher's household.*

14.2 Jury Duty Leave

- 14.2.1 (a) For Jury Duty or any summons related thereto;
- (b) To answer a subpoena or summons to attend any court proceeding as a witness in a cause other than a teacher's own.
- 14.2.2 14.2.1 (a) and (b) are allowed providing that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and expenses) set by the court or other body.
- 14.2.3 When special circumstances exist, the Employer will consider requests for leave in addition to that specifically mentioned in Article 14.1 and 14.2 under the provisions in Article 13.

14.3 Leave for Child's Arrival

- 14.3.1 Temporary Paternal Leave for four (4) school days in the event of a birth of the child. The Paternity Leave shall be taken within one (1) week of the child's birth.
- 14.3.2 Temporary Adoption Leave for two (2) school days on the date of adoption or receipt of the child.

14.4 Family Medical Leave

- 14.4.1 *A teacher shall be granted six (6) days of leave of absence with pay, per year for the purpose of supporting a teacher's immediate*

family in obtaining necessary medical or dental treatment, or for the illness of teacher's immediate family as defined as those listed in 14.1.

14.5 Convocation Leave

- 14.5.1 A teacher is entitled to leave of absence with pay and applicable benefits for one (1) day of each of the teacher's own convocation in which the teacher is participating as a degree or diploma recipient provided the convocation falls during the school year and the convocation falls on a school day.
- 14.5.2 The Employer shall grant up to one (1) teaching day with pay and applicable benefits to attend post-secondary convocation exercises for the teacher's spouse or children that are participating as a degree or diploma recipient provided the convocation falls during the school year and the convocation falls on a school day.

14.6 Inclement Weather

- 14.6.1 Upon notice to the principal, a leave of absence shall be granted where a teacher is absent because, despite reasonable effort, the teacher is unable to travel to their site from their usual place of residence because of:
- a) Inclement weather;
 - b) Impassable road conditions; or
 - c) The failure of transportation facilities other than the teacher's own.
- 14.6.2 In such absences, the leave shall be with pay and benefits, minus the current rate of pay for a substitute teacher.

14.7 Deferred Salary Leave Plan

- 14.7.1 The Employer agrees to implement a Deferred Salary Leave Plan (DSLPL) as approved by Canada Revenue Agency.

14.8 Discretionary Leave

- 14.8.1 At the sole discretion of the Employer, additional leaves of absence may be granted by the Employer, with salary and benefits, with salary and benefits less the cost of substitute pay or without salary and benefits, if the Employer grants additional leave to an Employee, it shall in no way imply precedence and cannot be used

as evidence in other leave applications submitted by other Employees.

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’s 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 thirty (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 thirty (30) operational days.*
- 15.9 *Representatives of TEBA and the Association shall meet within fifteen (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 fifteen (15) operational days of the meeting.*
- 15.12 (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 (2) 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-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.
- 15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*

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

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

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

- a) *TEBA and the Association.*
- b) *Any affected 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 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.*
- 15.9 *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 a substitute,*

including the Employer's 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 to 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 (2) parties shall bear equally the expense of the Chair.*

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

16. LOCAL GRIEVANCE PROCEDURE

16.1 For the purpose of this agreement, a grievance is defined as any difference between the parties concerning the interpretation, application, administration or alleged violation of this Collective Agreement.

16.2 Any difference between an employee covered by this agreement and the Employer, or, between the Association and the Employer concerning a grievance, and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.

16.3 Such grievance shall first be submitted in writing to agent of the Employer and to the chairperson of the Teacher Welfare Committee (TWC). Such written submission shall be made within fifteen (15) days after the incident giving rise to the grievance or from the date the grievor first reasonably should have had knowledge of the incident. Such notice shall set out the nature and particulars of the grievance, the Articles of this agreement which are alleged to have been violated and the remedy sought.

16.4 In the event the grievance is not settled in accordance with the above procedure and a response given within fifteen (15) days by an agent of the Employer, this grievance shall be referred to the grievance committee. Such grievance committee shall be composed of three (3) Employer members. A quorum of this committee shall consist of all members. The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within fifteen (15) days following receipt of the submission and shall dispose of each grievance

before proceeding to another, except where by majority consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a majority decision as to the disposition of any grievance, this shall be the position of the Employer.

- 16.5 If the Grievance Committee does not reach a decision, or the grievance is denied by the Committee, either party to this collective agreement may by written notice served on the other party require the establishment of an arbitration board as hereinafter provided. Such notice must be given within ten (10) days after the date the aforesaid fifteen (15) day limit expires or the date the grievance committee renders a decision, whichever is shorter.
- 16.6 Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed, shall within five (5) days of the appointment of the second of them appoint a third person who shall be the chairperson. In the event of any failure to appoint, any party may request the Director of Mediation Services to make the necessary appointment.
- 16.7 The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 16.8 The arbitration board shall not change, amend or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitratable issue under this agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this agreement or that involves the determination of a subject matter not covered by or arising during the term of this agreement.
- 16.9 The finding and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the board.
- 16.10 The arbitration board shall give its decision not later than fourteen (14) days after the appointment of the chairperson provided, however, that this time period may be extended by written consent of the parties.
- 16.11 Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expense of the chairperson.
- 16.12 For the purpose of this Article, days shall be defined as consecutive calendar days but be exclusive of Saturdays, Sundays or statutory holidays.

16.13 In the event, at any stage, of the aforesaid procedure (except in respect of appointing persons to the board) the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.

16.14 Any of the aforesaid time limits may be extended at any stage upon written consent of the parties.

17. EMPLOYMENT

17.1 All teachers are covered under a liability policy giving them protection against liability imposed by law for negligence resulting in bodily injury or property damages to students and any other person or persons in limits of two million dollars (\$2,000,000).

17.2 Vacancies for more than ninety (90) days shall be posted internally for at least five (5) days prior to filling the position. This provision shall not apply to vacancies occurring during the summer recess.

17.3 Unless the teacher agrees, a teacher cannot be transferred to another school more than twenty-five (25) kilometers from the teacher's usual place of work.

17.4 Any teacher on approved Divisional business excluding professional development shall be reimbursed at Divisional rates for expenses incurred.

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

ON BEHALF OF LIVING WATERS
CATHOLIC SEPARATE SCHOOL
DIVISION

ON BEHALF OF THE ALBERTA
TEACHERS' ASSOCIATION

New 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/School Divisions have been ratified.

Signed by the parties on October 2, 2018.

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

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

TEBA and the Association agree to establish a committee of three (3) Association and three (3) TEBA representatives to review the allowances and titles of school and 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 (WSA)

Where WSAs exist, the WSA may be used for:

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

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

This Letter of Understanding in no way commits 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.*

NEW - Letter of Understanding #9 – Teacher Professional Development

The School Jurisdiction shall ensure each school site sets one hundred and twenty-five dollars (\$125.00) per teacher, on a probationary or continuous contract, annually, for the benefit of providing individual self-directed professional development activities for the 2020-2021 and 2021-2022 school years. Teachers may choose to apply for additional funding through their individual school.

A teacher may use these funds to support costs incurred in professional development activities including courses, workshops, conferences, online courses, books, interschool visitation, or collaboration activities which the teacher believes meet an area of professional growth.

A teacher wishing to pursue a professional development activity shall make application, in writing, to the Superintendent, or designate. The application will contain the following information:

- (a) Nature of the professional development activity;
- (b) Date(s) and location; and
- (c) Anticipated expenses including the cost of fees and materials.

The Superintendent, in consultation with the principal, shall approve individual requests based upon ensuring for the operational requirements of the school. All requests shall be given reasonable consideration.

Each teacher's unexpended allocation shall accumulate to a maximum of two (2) times the amount. Funds will follow the teacher should they transfer schools within the Division.

ADDENDUM A:

3.2 Salary Grid

Years of Teacher Education					
Years of Teacher Experience		4	5	6	7
	0	59,133	62,758	66,384	70,012
	1	62,617	66,243	69,871	73,499
	2	66,101	69,727	73,356	76,983
	3	69,587	73,216	76,845	80,472
	4	73,072	76,699	80,327	83,955
	5	76,558	80,187	83,815	87,444
	6	80,047	83,670	87,297	90,926
	7	83,529	87,157	90,784	94,413
	8	87,018	90,643	94,271	97,900
	9	90,502	94,140	97,757	101,385
	10	93,987	97,615	101,243	104,871

ADDENDUM B:

Group Health Benefit Plans through Alberta School Employee Benefit Plan (ASEBP)

Dental	Plan 3
Extended Health Care	Plan 1
Life and A.D. and D	Plan 2
Extended Disability	Plan D
Vision	Plan 3