

# **COLLECTIVE AGREEMENT**

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

**BETWEEN**

**THE MEDICINE HAT CATHOLIC BOARD OF  
EDUCATION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

This collective agreement is made this \_\_\_\_ of \_\_\_\_\_ 20\_\_ between The Medicine Hat Catholic Board of Education (School Division) and the Alberta Teachers' Association (Association).

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

*Effective July 13, 2020, the whereas statement above is repealed and replaced by the following whereas statement:*

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

## **1. APPLICATION/SCOPE**

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

*Effective July 13, 2020, clause 1.1 above is repealed and replaced by the following clause:*

- 1.1 *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the School Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the School Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
- 1.2 **Excluded Positions**
- 1.2.1 Superintendent
  - 1.2.2 Deputy Superintendent
  - 1.2.3 Associate Superintendent
  - 1.2.4 Directors and above
- 1.3 *Effective July 13, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each*

*teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*

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

1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*

1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*

1.5 *Role of TEBA (Effective July 13, 2020)*

1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Divisions in any agreement with respect to central terms.*

1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*

1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.*

1.6 *The School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*

*Effective June 26, 2020, the following clause repeals and replaces the management rights clause in 1.6 above.*

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

1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*

- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective July 13, 2020, all provisions of this collective agreement shall be read to be gender neutral.*
- 1.11 Structural Provisions
- 1.11.1 The Teacher Board Advisory Committee exists as the primary vehicle for communicating the views of teachers on matters of school affairs with the School Division. The existence of this committee does not prevent the parties creating or maintaining other committees for specific purposes.

## **2. TERM**

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

### **2.2 List Bargaining**

- 2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*
- 2.2.2 *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

### **2.3 Central Matters Bargaining**

- 2.3.1 *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than 15 days and not more than 30 days after the central matters and local matters have been determined.*
- 2.3.2 *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

## **2.4 Local Bargaining**

- 2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Division or the Association must be served after, but not more than 60 days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*
- 2.4.2 *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

## **2.5 Bridging**

- 2.5.1 *Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until*
- a) *a new collective agreement is concluded, or*
  - b) *a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*
- 2.5.2 *If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.*

## **2.6 Meet and Exchange**

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

## **2.7 Opening with Mutual Agreement**

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

## **2.8 Provision of Information (Effective until July 13, 2020)**

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

## **2.8 Provision of Information (Effective July 13, 2020, the following clause repeals and replaces clause 2.8 above)**

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the*

*Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the school Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

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

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

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent School Division financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

### **3. SALARY**

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

3.1.1 Teachers under contract shall be paid by the last banking Friday of the month with the exception of December when teachers will be paid on the last teaching Friday.

#### **3.2 Grid**

3.2.1 *The School Division must pay all teachers in its employ in accordance with the agreement.*

3.2.2 *The annual teaching salary is determined by teacher education and teaching experience. One month's salary is 1/12 of the annual salary payable.*

3.2.3 *Tabulated below are the minimum and maximum salary rates and the experience increments for each year of teacher education.*

<i>STEP</i>	<i>CAT 4</i>	<i>CAT 5</i>	<i>CAT 6</i>
<i>0</i>	<i>61,452</i>	<i>65,129</i>	<i>68,529</i>
<i>1</i>	<i>65,062</i>	<i>68,738</i>	<i>72,134</i>
<i>2</i>	<i>68,667</i>	<i>72,344</i>	<i>75,743</i>
<i>3</i>	<i>72,272</i>	<i>75,949</i>	<i>79,350</i>
<i>4</i>	<i>75,882</i>	<i>79,559</i>	<i>82,956</i>
<i>5</i>	<i>79,488</i>	<i>83,165</i>	<i>86,564</i>
<i>6</i>	<i>83,095</i>	<i>86,772</i>	<i>90,169</i>
<i>7</i>	<i>86,702</i>	<i>90,378</i>	<i>93,777</i>
<i>8</i>	<i>90,308</i>	<i>93,984</i>	<i>97,382</i>
<i>9</i>	<i>93,917</i>	<i>97,591</i>	<i>100,990</i>

3.2.4 *A teacher shall only spend one year at any step providing they meet the requirements of Article 3.4.*

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

3.3.1 *The evaluation of teacher education for salary purposes shall be determined by a statement of qualification issued by the Alberta Teachers' Association Teacher Qualifications Service (TQS) in accordance with the principles and policies established by the Teacher Salary Qualifications Board.*

3.3.2 *The adjustment dates for changes for teacher education shall be the commencement of the School year and February 1.*

3.3.3 *Each teacher claiming additional teacher education or commencing employment shall supply to the School Division:*

*a) within 45 days of commencement of the school year,*

*b) within 45 days of February 1,*

*c) within 45 days of commencement of duties,*

*whichever applies, a statement of qualifications issued by the Teacher Qualifications Service of the Association. Until the teacher submits the statement, the teacher shall be paid according to the most recent acceptable statement of qualifications or according to the minimum education requirements for that teachers' certificate.*



3.3.4 *If proof of application for a statement of qualifications is supplied within 45 days, upon receipt of the TQS statement, the salary adjustment shall be retroactive to:*

- a) *commencement of the school year,*
- b) *February 1,*
- c) *commencement of employment,*

*whichever applies, otherwise the salary shall be adjusted effective the beginning of the month following receipt by the School Division of a statement of qualifications.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.4.5 *Each year of teaching experience entitles a teacher to one step on the salary grid.*

3.4.6 *Entitlement to experience increments shall be subject to submission of satisfactory evidence of the experience claimed. Such teaching experience includes teaching in schools under the jurisdiction of a provincial, state or national department of education. Until such evidence is submitted, the School Division will evaluate the teaching experience. If submitted within 90 calendar days, a salary adjustment will be made retroactive to commencement of employment, otherwise the salary will be adjusted effective the beginning of the month following receipt of*

*satisfactory evidence of the experience claimed. Without retroactive application, teacher experience previously recognized by an Alberta school division will be recognized and not re-evaluated.*

3.4.7 *A year of teaching experience shall be any one school year during which a teacher, including a substitute teacher, has taught for not less than 126 school days.*

3.4.8 *Effective until August 31, 2017, a teacher under contract who teaches less than 126 school days with the School Division in a school year may accumulate experience increments by combining teaching days, including substitute teaching days, with the School Division to a total of 126 days within a period of 3 consecutive years providing that a minimum of 42 days service with the School Division per year be rendered.*

3.4.8.1 *Effective September 1, 2017, a teacher under contract who teaches less than 126 school days with the School Division in a school year may accumulate experience increments by combining teaching days, including substitute teaching days, with the School Division to a total of 126 days within a period of 2 consecutive years*

3.4.9 *An increment shall be effective on September 1 or February 1, immediately following the attainment of the necessary teaching 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 School Division.*

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

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

*Prior Experience*

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

- 3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous School Division.*
- 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 Career and Technology Studies/Foundations**

- 3.5.1 *An industrial arts teacher is one who is employed to teach industrial arts courses at the junior and senior high levels.*
- 3.5.2 *Training: The professional training of industrial arts teachers shall be evaluated as follows:*
- 3.5.2.1 *Teacher education according to Article 3.3 of this agreement.*
- 3.5.2.2 *A certificate of proficiency in a designated trade (Journeyman's Certificate recognized by the Alberta Apprenticeship Board)*
- or,*
- Successful completion of a 2 year course at a school of technology shall be regarded equivalent to one year of teacher education for salary purposes.*
- 3.5.2.3 *Technical or business education training not covered by the preceding clauses 3.5.2.1 and 3.5.2.2, may be evaluated by a committee consisting of the School Division, a representative of the Association and the Superintendent of Schools. Any decision of this committee must be unanimous. The evaluation cannot exceed one year of teacher education beyond the university training evaluated under Article 3.3.*
- 3.5.2.4 *Clauses 3.5.2.2 and 3.5.2.3 do not apply when trade or business education training has been given credit toward a Bachelor of Education Degree.*

3.5.2.5 *In the event of a teacher whose salary is governed by this clause, having a second set of journeyman's papers, and which are being used for vocational instructional purposes, the teacher shall receive an additional allowance of \$300.00 annually.*

3.5.2.6 *The initial placement allowance shall remain constant throughout the period of employment.*

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

##### **4.1 Creation of New Designations/Positions**

4.1.1 When the School Division creates any new classifications not specified in this Agreement to which a teacher will be designated the allowance, if any, for the new classification shall be negotiated.

##### **4.2 Administration Allowances**

###### **4.2.1 Principals**

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

4.2.1.2 *The principal's basic allowance shall be \$17,129.00 per annum with an additional per student allowance (for each pupil over 200) of \$25.00 per annum.*

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

4.2.1.4 *The pupil count is as at September 30 of the current year.*

4.2.2 **Vice-Principals:** *First or only vice principal - 60 % of the principal's allowance.*

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

4.2.3 **Second Vice-Principals:** *50% of the principal's allowance.*

4.2.3.1 *Effective September 1, 2019, the minimum allowance for Second Vice Principal allowance will be adjusted in*

*accordance with current proportionality to the Principal allowance.*

4.2.4 **Coordinator:** *On the basis of a principal's allowance for a school with 300 pupils.*

4.2.5 **Consultants:** *On the basis of 60 percent of the principal's allowance for a school with 300 pupils.*

4.2.6 **Department Heads:** *On the basis of 50 % of the principal's allowance for a school with 150 pupils.*

4.2.7 **Allowance for Vocational Experience**

4.2.7.1 *Upon engagement an initial trades allowance shall be granted at the request of the teacher. For the purpose of this section and before an allowance is paid, the teacher shall be required to submit a certified statement(s) from the previous employer(s).*

4.2.7.2 *If the required statement(s) or proof of application for the same is supplied within 45 days of commencement of employment, payment shall be retroactive to the commencement of employment; if not, the salary shall be adjusted effective the beginning of the month following submission of the statement(s).*

4.2.7.3 *The amount of the allowance shall be determined by a committee consisting of one representative of the school board, the Superintendent of Schools, and two representatives of the Association. The amount of the allowance must be agreed upon by the unanimous agreement of the committee members.*

4.2.7.4 *Credit will be given only for business experience obtained after graduation from a senior high, business college, junior college, or equivalent institution offering business education.*

**4.3 Red Circling**

4.3.1 Where the School Division initiates the transfer of a school-based administrator, that person's salary will be "red-circled" for three years. The administrator will receive the higher of:

a) their current salary frozen at the June 30 rate; or

- b) the salary appropriate to their position in their designated school.

After 3 years the person's salary will be governed by the provisions of Article 4.2.1 – 4.2.6.

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

- 4.4.1 Effective September 1, 2018, a teacher shall be appointed as acting principal when all school administrators are out of the school for one half day or more. A teacher in an acting position will be paid 1/400<sup>th</sup> of the principal's allowance per day for the first 3 consecutive days and then 1/200 for each consecutive day after.

#### **4.5 Teachers with Principal Designations (Effective until July 13, 2020)**

- 4.5.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the School Division must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.5.3 *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the School Division must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

#### **4.5 Teachers with Principal Designations (Effective July 13, 2020, the following repeals and replaces clause 4.5. above)**

- 4.5.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding*



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

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

#### **4.6 Other Administrator Conditions**

4.6.1 Each principal shall receive 2 days in lieu per year and each vice principal shall receive 1 day in lieu per year. These days will not be paid out if unused.

### **5. SUBSTITUTE TEACHERS**

#### **5.1 Rates of Pay**

5.1.1 *Substitute teacher means a teacher employed on a day-to-day basis.*

5.1.2 *Effective until April 30, 2019, the rate of pay for substitute teachers shall be \$206.64 per day (which includes 4% vacation pay).*

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

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

5.1.5 If a substitute teacher is employed for a half day, a 'half day' shall mean any portion of the operational time from the commencement of instruction until the lunch break or from the commencement of instruction after the lunch break until the cessation of instruction in the afternoon.

#### **5.2 Commencement of Grid Rate**

5.2.1 *If a substitute teacher is employed more than 10 consecutive days in the same classroom, commencing on the 11th day, the rate of*

*pay shall be in accordance with Article 3.2. If that teacher continues in the same classroom for more than 19 consecutive days, the rate of pay shall be in accordance with Article 3.2 retroactive to the first consecutive day of employment.*

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

## **6. PART TIME TEACHERS**

6.1 *FTE Definition: Effective until August 31, 2019, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*

6.2 *FTE Definition: Effective September 1, 2019, part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*

## **7. GROUP BENEFITS**

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

7.1.1 *All teachers shall be covered under the provisions of the Alberta School Employee Benefit Plan, with the School Division paying 100% of the premium.*

7.1.1.1 *Life Insurance: Plan 2*

7.1.1.2 *Accidental Death and Dismemberment (A.D. & D.): Plan 2*

7.1.1.3 *Extended Disability: Plan D*

7.1.1.4 *Extended Health Care: Plan 1*

7.1.1.5 *Dental Care: Plan 3*

7.1.1.6 *Effective September 1, 2019, vision Care: Plan 3*

7.1.2 *The School Division's contribution to the Alberta Health Care Insurance shall be at the rate of 100% of each enrolled teacher's premium.*

## **7.2 Health Spending Account /Wellness Spending Account**

7.2.1 *The School Division will establish for each eligible teacher a Health Care Spending Account that adheres to Canada Revenue Agency requirements. The School Division will contribute \$70.84 per month for each FTE teacher. This amount shall be pro-rated for teachers employed less than full-time with the School Division. The unused balance will be carried forward for a total accumulation of two years. The teachers leaving the employ of the School Division will forfeit any remaining balance. In this article "eligible teacher" means any teacher on a continuing, probationary, interim or temporary contract.*

7.3 As of August 1, 2020, upon confirmation of ASEBP, the Employer shall provide a Health Spending Account/Wellness Spending Account (HSA/WSA) to all eligible teachers. The School Division will contribute \$70.84 per month for each FTE teacher. This amount shall be pro-rated for teachers employed less than full-time with the School Division. The unused balance will be carried forward for a total accumulation of two years. The teachers leaving the employ of the School Division will forfeit any remaining balance. In this article 'eligible teacher' means any teacher on a continuing, probationary, interim or temporary contract. The plan shall be administered by the ASEBP in accordance with the Canada Revenue Agency and the *Income Tax Act* of Canada.

## **7.4 Other Group Benefits**

7.4.1 *Upon request of the teacher, the School Division will deduct and remit monthly RRSP contributions to the ATA Group RRSP through Capital Estate Planning.*

7.4.2 *It is agreed that the E.I. rebate is being shared according to Section 64(4) of The Employment Insurance Act by the benefits contained in this Agreement.*

## **7.5 Early Retirement Incentive Plan**

7.5.1 **Eligibility:** To be eligible to participate in the Early Retirement Incentive Plan a teacher shall:

7.5.1.1 have reached the age of 50 years;

7.5.1.2 have a minimum of ten years of continuous service with The Medicine Hat Catholic Board of Education;

- 7.5.1.3 be at the maximum step in their category of the salary grid;
- 7.5.1.4 intend to retire at the end of a school year;
- 7.5.1.5 for the purpose of determining eligibility, the age of the applicant shall be as at June 30.

**7.5.2 School Division Discretion**

- 7.5.2.1 The application for Early Retirement Incentive Plan benefits shall be filed no later than April 1.
  - 7.5.2.1.1 The application for 2017/18 year will be May 1 and the response date will be by May 30.
- 7.5.2.2 The School Division will consider each application on its own merits and will inform each applicant in writing of the acceptance or rejection of the request by May 1.
- 7.5.2.3 The School Division maintains absolute discretion, without appeal, regarding the acceptance or rejection of any individual application.
- 7.5.2.4 Notwithstanding the above, the School Division reserves the right to allow any teacher to participate in the plan regardless of failure of the teacher to meet eligibility requirements.

**7.5.3 Schedule of Early Retirement Payments**

- 7.5.3.1 The early retirement incentive shall consist of cash payments to the teacher according to the schedule below:

Age of teacher at retirement:	Amount of payment:
54 years or less	\$35,000
55 years	\$30,000
56 years	\$22,000
57-60	\$20,000

Note: Notwithstanding the above, the early retirement incentive shall be paid in two installments consisting of 33% of the amount on September 30 with the balance to be paid on January 31 following.

#### **7.5.4 Employee Benefits**

- 7.5.4.1 The School Division will facilitate enrolment of a teacher accepted for the Early Retirement Incentive Plan into the Alberta School Employee Benefit Plan Retirement Package from the date of their retirement until their 65<sup>th</sup> birthday. The teacher shall be responsible to pay all costs of such benefits.
- 7.5.4.2 Acceptance or waiver of this opportunity shall be recorded on the application for participation in the Early Retirement Incentive Plan, and the opportunity once waived, cannot later be accepted.

#### **7.5.5 Purpose and Intent of the Early Retirement Incentive Plan**

- 7.5.5.1 This Early Retirement Incentive Plan has been implemented to meet a temporary situation related to restrictive economic conditions, a stable student and teaching population and an aging teaching force. It is designed to offer teachers the opportunity to retire with dignity and without serious economic consequences earlier than would otherwise be possible. It is also designed to offer additional opportunities for employment to beginning or relatively new teachers.
- 7.5.5.2 The Early Retirement Incentive Plan will for the most part be financed by the differential in salary costs between retiring teachers and beginning teachers.
- 7.5.5.3 These factors will be taken into consideration by the School Division each year when considering the Early Retirement Incentive Plan.

#### **7.5.6 Application Procedure**

- 7.5.6.1 A teacher shall make written application to the Superintendent prior to April 1. The resignation of the teacher, contingent on approval of the Early Retirement Incentive Plan application shall be submitted as part of the application for participation in the Early Retirement Incentive Plan.

## 7.6 Subrogation

### 7.6.1 Definitions:

- 7.6.1.1 *Cost of absence* means the total remuneration paid by the School Division during a period when the teacher was absent from work.
- 7.6.1.2 *Interest* means interest calculated in accordance with the provision of the Alberta *Judgment Interest Act* S.A. 1984, c.J-0.5 and amendments and regulations thereto.
- 7.6.1.3 *Judgment or settlement* means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss or remuneration, either by lump sum, periodic payments(s), or through the purchase of an annuity, or any of them.
- 7.6.1.4 *Remuneration* means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the School Division.
- 7.6.1.5 *Teacher* means a teacher in respect of whom the School Division has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

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

- 7.6.2.1 The teacher shall advise the School Division in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the School Division incurring a cost of absence;
- 7.6.2.2 The teacher shall upon request by the School Division include the cost of absence, as calculated by the School Division, in the teacher's claim;
- 7.6.2.3 The School Division shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;

- 7.6.2.4 The teacher agrees to cooperate with the School Division and to provide, at the School Division's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
  - 7.6.2.5 The teacher will not settle their claim without the prior written consent of the School Division as to the amount of the cost of absence to be recovered by the School Division;
  - 7.6.2.6 Upon resolution of the amount of the cost of absence payable to the School Division, the School Division may, upon default of payment by the teacher following demand by the School Division offset the agreed upon amount of the cost of absence payable to the teacher by the School Division;
  - 7.6.2.7 The teacher shall not release any third party from the cost of absence without the consent of the School Division; and
  - 7.6.2.8 The School Division's consent to settlement shall not be unreasonably withheld.
- 7.6.3 When as a result of judgment or settlement with the consent of the School Division, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the School Division plus interest, less a proportionate share of legal fees payable thereon by the teacher to their solicitor with respect to such recovery.
- 7.6.4 When as a result of a judgment or settlement with the consent of the School Division, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the School Division, the amount of the cost of absence recovered plus interest, less a proportionate share of legal fees payable thereon by the teacher to their solicitor with respect to such recovery.
- 7.6.5 The teacher will upon request by the School Division execute such documents and agreements as may be required or deemed desirable by the School Division to give effect to the provisions of this Article 7.5.

7.6.6 In exercising any of its rights under Article 7.5, the School Division shall have due regard for the interests of the teacher.

## **8. CONDITIONS OF PRACTICE**

### **8.1 Teacher Instructional and Assignable Time**

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

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

### **8.2 Assignable Time Definition**

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

*a) operational days (including teachers' convention)*

*b) instruction*

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

*d) parent teacher interviews and meetings*

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

*f) staff meetings*

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

*h) other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*

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



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

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

### **8.3 School Calendar**

8.3.1 Any days in the last week of August forming part of the new school year shall be deemed to be days taught in September and be subject to all terms of the collective agreement in force in the month of September of the new school year.

### **8.4 Duty Free Lunch**

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

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

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

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

## **9. PROFESSIONAL DEVELOPMENT**

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

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

### **9.2 Professional Improvement Fund**

- 9.2.1 The School Division shall establish a professional development account for each teacher under contract as of September 30th.
- 9.2.2 The School Division will contribute to each teacher's account \$500.00 per annum for each full-time equivalent teacher. Part-time teachers shall have an allocation of \$500.00 prorated to their proportion of time under contract.
- 9.2.3 Teachers may accumulate money in their account for a period of 5 years to a total of five times the amount specified above.
- 9.2.4 If a teacher leaves the employ of the School Division, any unused allocation shall revert to the Division.

### **9.3 Professional Development Leave**

- 9.3.1 A teacher who has taught in the school system for a minimum of 5 years may be granted a leave for professional development.
- 9.3.2 Application for leave, accompanied by a clear statement of the teacher's purpose shall be presented to the Superintendent of Schools as follows:
  - 9.3.2.1 For leave to commence September 1 – not later than January 15th
  - 9.3.2.2 For leave to commence January 1 – not later than May 1<sup>st</sup>

The application for a leave must be considered by the School Division and the applicant must be notified of the School Division's decision within 30 days after the date for receipt of applications.

- 9.3.3 A teacher who is granted leave shall, upon return, be given a position upon their return and experience increment will be allowed.
- 9.3.4 A teacher having been granted leave shall study at a recognized learning institution.
- 9.3.4 In lieu of regular salary, a teacher while on professional development leave, shall be granted allowance at the rate of 65% of annual salary and benefits for the year for which leave is granted, payable at the rate of one-twelfth of the leave allowance so determined, for each month of leave, with payment to commence on the last day of the first calendar month of the leave.
- 9.3.5 A teacher who is granted leave shall agree in writing to serve the School Division for a period of not less than one year for each semester taken.

#### **9.4 Teacher Allocated Professional Improvement (TAPI)**

Effective August 15, 2018, Article 9.2 is replaced with Article 9.4

- 9.4.1 The Local shall administer and control the distribution of a professional development account for each teacher under contract.
- 9.4.2 The School Division will contribute to each teacher's account \$500.00 per annum for each full-time equivalent teacher on contract as of September 30. Teachers hired after September 30 for more than a five month contract will have a prorated amount. Part-time teachers shall have an allocation prorated to their proportion of time under contract.
- 9.4.3 Teachers may accumulate money in their account for a period of 5 years to a total of five times the amount specified above.
- 9.4.4 This annual amount will be distributed to the local in two equal amounts. The first amount will be provided during the first business week in September and the second amount during the last business week in January.
- 9.4.5 The local shall provide an annual report to the School Division indicating disbursement of the funds and staff development priorities. The Local will provide an audited report of the fund by November 30 of the following year.

- 9.4.6 An advisory committee of four (4) teachers and a representative to be named by the School Division will be appointed to review and revise the guidelines for the fund. The committee will meet as required. The guidelines will be ratified by teachers.
- 9.4.7 Any teacher or group of teachers may make application to the Local in accordance with the guideline processes published by the TAPI Fund Advisory Committee.
- 9.4.8 If a teacher leaves the employ of the School Division, any unused allocation shall revert to the School Division.
- 9.4.9 A teacher taking leave to complete activities using TAPI funds shall be granted a leave subject to the operational requirements of the school and the availability of a substitute teacher.

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

- 10.1 *Annual sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness, or disability, in accordance with the following schedule:*
  - 10.1.1 *In the first year of service with the School Division, in accordance with the provisions of the Education Act. After one year service – 90 calendar days.*

*After each subsequent absence in the same school year, the 90 calendar days shall not be reinstated until the teacher has been actively at work for 10 consecutive days unless the absence is a result of a new medical condition confirmed by a medical doctor.*
  - 10.1.2 *After 90 calendar days of continuous absence due to medical disability, no further salary shall be paid and the Alberta School Employee Benefit Plan shall take effect.*
  - 10.1.3 *Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon return to full time duty, the teacher shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*
    - Less than one year of service – nil*
    - After one year of service – 90 calendar days*
  - 10.1.4 *The credit of a teacher on leave of absence will not be altered because of absence from work for a period not exceeding 1 year.*

10.2 *Before any payment is made under the foregoing regulations, the teacher shall provide:*

10.2.1 *When a teacher is absent for a period of 3 days or less, the teacher will report as soon as feasibly possible using the Employee Self Service (ESS) system, or alternate system as implemented by the School Division.*

10.2.2 *A certificate signed by an attending medical or dental practitioner where the absence is for a period of over 3 days.*

10.2.3 *When the sickness extends for a period of over one month, the teacher may, at the discretion of the School Division, be called upon to furnish a further medical certificate at the end of each month during the duration of the sickness.*

## **11. MATERNITY, ADOPTION AND PARENTAL LEAVE**

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

### ***Maternity Leave***

11.1.1 *Teachers are entitled to maternity leave for a period of up to 52 weeks commencing on a date of her choosing but no later than the birth of the baby. Maternity leave shall be without pay or School Division contribution to benefit premiums or Health Spending Account except in 11.1.3 below.*

11.1.2 *Where possible, at least 6 weeks prior to the commencement of the leave, written notice of intent to take such leave will be forwarded to the Superintendent or designate along with a certificate stating the anticipated date of delivery.*

11.1.3 *The School Division shall implement a Supplementary Unemployment Benefits plan (hereinafter referred to as "The Plan") that will cover all female teachers eligible for sick leave benefits. The School Division agrees to pay, during the health-related portion of maternity leave after the birth of a child, a supplementary unemployment benefit which shall provide teachers on maternity leave with an amount so that the total amount received by the teacher from Employment Insurance plus the payment received by the School Division does not exceed 95% of the teacher's normal gross earnings.*

*The Plan shall only be payable for days on which the teacher would have worked had she not been absent on maternity leave. The Plan will be paid for the duration of absence from duties for a health*

*reason relating to pregnancy during maternity leave up to a maximum of 90 consecutive calendar days or the accumulated sick days earned by the teacher; whichever is less. The Plan is only payable where a teacher is in receipt of EI benefits or when the claimant for EI benefits is serving the two week EI waiting period.*

*To access The Plan, the teacher must:*

- a) Prove that they have applied for and are in receipt of EI benefits, with an identification of the weekly earnings from EI, and*
- b) Provide a medical certificate from the teacher's attending medical practitioner specifying the health related period (ie, the period of time the teacher is not physically capable of performing employment duties in relation to their pregnancy) of the teacher's maternity leave.*

- 11.1.4 The School Division shall pay the portion of the teacher's benefit plan premiums or Health Spending Account as specified in Articles 7.1 and 7.2 of the collective agreement for the health related portion of the maternity leave.*
- 11.1.5 At least 4 weeks prior to the date on which the teacher intends to return to work written notice must be forwarded to the Superintendent or designate.*
- 11.1.6 Following the leave a teacher shall be returned to the position held at the commencement of the leave or to a mutually agreed upon position. Failing mutual agreement the School Division shall assign the teacher to a position similar to that held at the commencement of the leave.*
- 11.1.7 For the purpose of this leave, medical certification of proof of pregnancy, birth and requirement for sick leave may be provided by a doctor or a midwife.*

### **Parental Leave**

- 11.1.8 Upon request, the School Division shall grant parental leave for a period of up to 37 weeks. The leave shall be without pay or School Division contribution to benefit premiums or Health Spending Account as specified in articles 7.1 and 7.2 of the collective agreement. The parental leave must be completed within 52 weeks of the birth of the child.*

- 11.1.9 *Whenever possible, written notice of intent to take such leave must be forwarded to the superintendent or designate at least 6 weeks prior to commencement of the leave.*
- 11.1.10 *In the case of adoption, if 6 weeks' notice is not possible, the teacher shall provide as much notice as possible prior to the placement of the child.*
- 11.1.11 *Written notice of intent to return to work shall be provided to the Superintendent or designate at least 4 weeks prior to the date on which the teacher intends to return to work.*
- 11.1.12 *Following the leave, a teacher shall return to the position occupied at the commencement of the leave or a mutually agreed position. Failing mutual agreement the School Division shall assign the teacher to a position similar to that held at the commencement of the leave.*

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

- 11.2.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Division to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*
- 11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*

- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

**Effective for maternity/parental/adoption leaves that commenced on May 1, 2019 or after, the following clauses repeal and replace clauses 11.1 and 11.2 above.**

### **11.1 Maternity Leave**

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4 *The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.1.5 *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

### **11.2 Parental Leave**

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*



- 11.2.3 *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

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

- 11.3.1A *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2A *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3A *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4A *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5A *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of a of parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*
- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

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

- 12.1 *Provide 1 paid personal leave day per year, accumulating to 5 days. Subject to availability of a substitute, such requests for leave shall be approved by the Superintendent or designate. This clause shall apply to teachers on contracts of 5 months or longer duration.*

#### **13. ASSOCIATION LEAVE AND SECONDMENT**

- 13.1 *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the*

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

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

## **14. OTHER LEAVES**

### **14.1 Compassionate Leave with Full Pay**

- 14.1.1 *For the critical illness or death of father, mother, spouse, child, grandchild, brother, sister, siblings of spouse or parents of spouse – not more than 5 days. Not more than 3 days for funeral of any of the above, if held in the city, and not more than 5 days if funeral is held outside of the city. For combined critical illness and death, not more than 8 days in the city and ten days outside of the city. A medical statement will be required if death does not occur.*
- 14.1.2 *For attendance at the funeral of teacher's grandparent, brother or sister of spouse or spouse in law – 2 day's leave. If circumstances warrant additional leave, the 2 days may be extended to a maximum of 5 days.*
- 14.1.3 *For attendance at the funeral of teacher's uncle, aunt, first cousin, nephew, niece, spouse of brother/sister-in-law, spouse's*

*grandparent, uncle or aunt of spouse, nephew/niece of spouse - 1 day's leave.*

14.1.4 *For acting as pall bearer or participating at the funeral including but not limited to acting as a performer, a reader, a Eucharist Minister, or an usher – 1 day.*

14.1.5 *The Superintendent of Schools may approve additional compassionate leave.*

## **14.2 Other Leaves with Full Pay**

14.2.1 For the purpose of writing university examinations – 1 day.

14.2.2 While participating in university convocation exercises – 1 day.

14.2.3 While obtaining citizenship papers at a scheduled session of the court – 1 day.

14.2.4 While serving as a witness or juror as a result of a notice to attend or subpoena, provided that any fee received for acting as a witness or juror be paid over to the School Division. A teacher is not able to receive benefit under this clause if the matter of the notice to attend or subpoena results from employment with agencies other than the School Division.

14.2.5 For a husband during the confinement of spouse for maternity reasons – 2 days.

14.2.6 For the adoption of a child – 1 day.

14.2.7 *For not more than 1 day to attend child or spouse requiring treatment not available in Medicine Hat.*

14.2.8 When the Superintendent of Schools requires, in writing, a teacher to provide service on a day not in a normal school year, that teacher will receive 1 'day in lieu' for each such day. Such days worked will not exceed 5 days for any one school year. If a substitute teacher is required for instruction, the cost will be covered by the School Division.

## **14.3 Leave of Absence With Loss of Substitute Pay**

Temporary leave of absence with pay shall be granted to teachers providing the School Division is reimbursed for the cost of a substitute teacher, whether required or not.

14.3.1 For attendance at meetings of committees of Alberta Education.

- 14.3.2 For attendance at education conventions in an official capacity.
  - 14.3.3 For attendance at civic government meetings and conventions in an official capacity.
  - 14.3.4 For any other professional reasons that have been approved by the Superintendent of Schools.
  - 14.3.5 Up to one additional personal day for teachers supervising student teachers, where the cost of the substitute teacher is born by a postsecondary institution.
- 14.4 Temporary leave of absence with pay of up to a maximum of 6 days in a school year shall be granted to teachers, providing the School Division is reimbursed for the cost of a substitute teacher.
- 14.4.1 *For not more than 2 days in any one school year for an illness of a non-critical nature in the teacher's household.*
  - 14.4.2 For not more than 2 days in any one school year for personal reasons. Subject to availability of a substitute, such requests for leave shall be approved by the Superintendent or designate.
  - 14.4.3 Because of road closure or the suspension of public transportation or other similar cause.
  - 14.4.4 *For the funeral of a friend of the family – 1 day.*
  - 14.4.5 While representing a service club or political party, in an official capacity as president, at conventions up to 5 days.
  - 14.4.6 For attending post secondary convocation exercises for spouse or children but not participating – 1 day.

## **15. CENTRAL GRIEVANCE PROCEDURE**

- 15.1 *Effective until April 30, 2019, this procedure applies to differences:*
- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
  - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*

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

*difference may be invited to participate in the discussion about the difference.*

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

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

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

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

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

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

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

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

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

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

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



- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*
- 15.8 *Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
  - b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.9 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
  - b) *The central item or items relevant to the difference,*
  - c) *The central item or items and the non-central item or items, where the difference involves both, and*
  - d) *The remedy requested.*
- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division affected by the difference is attending a central grievance hearing.*
- 15.12 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Division, and any affected teacher or teachers.*

- 15.13 (a) *The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*
- (b) *If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.14 (a) *Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint, or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.15 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and be heard.*
- 15.16 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected School Division rectify any failure to comply with the Collective Agreement;*
  - b) *An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
  - c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.17 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
  - b) *Any affected school division.*
  - c) *Teachers covered by the Collective Agreement who are affected by the award.*

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

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

## **16. LOCAL GRIEVANCE PROCEDURE**

16.1 Any difference between a teacher covered by this Agreement and the School Division, or between the local of the Association and the School Division concerning the interpretation, application, operation or alleged violation of this Agreement, and whether the difference is arbitral, must be dealt with as follows, without stoppage of work or refusal to perform work.

16.2 The difference (the grievance) must be submitted in writing to the Secretary–Treasurer of the School Division and to the Secretary of the local Association. The written submission shall be delivered within 15 days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. The submission must explain the grievance, and the article of this Agreement, which is alleged to have been violated.

16.3 If the grievance is not settled within 15 days after the date of submission of the grievance, then on or before a further 5 days have elapsed from the expiration of the 15 day time period the grievance must be referred in writing to the grievance committee. The grievance committee must be composed of two representatives of the School Division and two representatives of the local Association. A quorum of this committee must consist of all members. The grievance committee must meet and give its decision in respect to the grievance within 21 days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

16.4 If the grievance committee does not reach a unanimous or any decision within the said time, then either party may by written notice served on the other party require the establishment of an arbitration board. Such notice must be given within 10 days after the date of the expiry of the 21 day limit.

16.5 Each party shall appoint one member as its representative on the arbitration board within 7 days of such notice and must inform the other party of its appointee. The two members appointed must, within 5 days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint a chairman either party may

request the Director of Mediation Services to make the necessary appointment.

- 16.6 The arbitration board shall determine its own procedure but must give full opportunity to all parties to present evidence and to be heard.
- 16.7 The arbitration board must not change, amend, or alter any of the terms of this Agreement. All grievances or differences submitted shall present an arbitrable issue under this Agreement, and must 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.
- 16.8 The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any teacher affected by it. If there is not a majority, the decision of the chairman governs and it shall be deemed to be the award of the arbitration board.
- 16.9 The arbitration board shall give its decision no later than 14 days after the appointment of the chairman, however, this time period may be extended by written consent of the parties. Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the chairman.
- 16.10 The time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays, statutory holidays and vacation periods.
- 16.11 If, at any stage of the 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.
- 16.12 Any of the time limits in the grievance procedure may be extended at any stage upon the written consent of the parties.

## **17. EMPLOYMENT**

### **17.1 Involuntary Transfer**

- 17.1.1 Unless the teacher agrees, a teacher cannot be transferred to a school, which is more than 50 km away from their present school.

### **17.2 Union Use of School Division Property**

- 17.2.1 School Division facilities used by teachers for Association business are to be reimbursed at the customary charge to other external users.

**IN WITNESS WHEREOF** the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2021.

**ON BEHALF OF THE BOARD OF  
TRUSTEES FOR THE MEDICINE  
HAT CATHOLIC BOARD OF  
EDUCATION**

**ON BEHALF OF THE ALBERTA  
TEACHERS' ASSOCIATION**

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

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

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

1. Scope

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

2. Process

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

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

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

- h) The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*
- i) The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process. If an oral decision is rendered, it will follow with a written summary including the decision and rationale.*
- j) All decisions of the arbitrator are final and binding.*
- k) The arbitrator retains jurisdiction with respect to any issues arising from their decision.*
- l) For the purposes of this process, the timelines shall reflect calendar days, excluding Saturdays and Sundays or General Holidays. Notwithstanding, the parties may extend timelines by mutual agreement and such request to extend timelines shall not be unreasonably denied. The arbitrator has the authority to extend timelines in consultation with the parties.*
- m) The parties shall bear the costs of their participation in this process. The parties shall equally share the costs of the fees and expenses of the arbitrator.*

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Letter of Understanding #9: Calendar**

The parties agree that during the process of creating the school calendar that teachers shall be given the opportunity to provide timely input into a draft calendar.

This letter of understanding expires on June 30, 2022.