

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CHRIST THE REDEEMER CATHOLIC  
SEPARATE SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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This Collective Agreement between

The Christ The Redeemer Catholic Separate School Division

(hereinafter referred to as the “Employer”)

Party of the first part

and

The Alberta Teachers’ Association,

a body corporate, incorporated under the laws of the Province of Alberta

(hereinafter referred to as the “Association”)

Party of the second part

*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 School Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.*

*Effective June 10, 2020, the whereas statement above is repealed and replaced by the following whereas statement:*

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

**WHEREAS** this Collective Agreement will affirm the spiritual, professional and individual dignity of each and every employee; and

**WHEREAS** salaries and other terms and conditions of employment of the teachers have been the subject of negotiations between the parties; and

**WHEREAS** the Parties desire that these matters be set forth in a Collective Agreement to govern terms of employment of the teachers:

**NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH** that in consideration of the premises and of the mutual and other covenants herein contained the Parties agree as follows:

## **1. APPLICATION/SCOPE**

*1.1 This Collective Agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the Employer*

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

*Effective June 10, 2020, clause 1.1 above is repealed and replaced by the following clause:*

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

## **1.2 Excluded Positions**

1.2.1 Superintendent

1.2.2 Deputy Superintendent

1.2.3 Associate Superintendent

1.2.4 Central Office Personnel

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

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

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

1.4.2 *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*

## **1.5 Role of TEBA (Effective June 10, 2020)**

1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the*

*employers and to bind the Employers in any agreement with respect to central terms.*

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

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

1.6 **Management Rights:** *The Employer retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*

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

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

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

1.10 *Effective June 10, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

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

### **2.2 List Bargaining**

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

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

## **2.3 Central Matters Bargaining**

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

## **2.4 Local Bargaining**

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

## **2.5 Bridging**

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

## **2.6 Meet and Exchange**

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

## **2.7 Opening with Mutual Agreement**

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

## **2.8 Provision of Information (Effective until June 9, 2020)**

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

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

## **2.8 Provision of Information (Effective June 10, 2020)**

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

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

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

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent Employer financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

## **3. SALARY**

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

3.1.1 The monthly salary for each teacher shall be one twelfth (1/12) part of the appropriate annual salary.

3.1.1.1 Teachers shall be paid on the 25th day of each month, including July and August, or the last teaching day of the month, whichever comes first.



3.1.2 All payments to a teacher not previously specified shall require the teacher to notify the Teacher Welfare Committee (TWC) by letter of the payment(s).

**3.2 Grid**

3.2.1 All sums outlined in this Article are “per annum” unless specifically stated otherwise.

3.2.2 The amount of university education and length of teacher experience, computed as hereinafter provided shall together determine the basic salary rate for each teacher contracted by the Employer. The minimum salary, maximum salary, and increments for each year of teaching experience are calculated as follows:

*Effective September 1, 2018*

<b>Years of Teacher Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	59,062	62,293	66,167
1	62,543	65,779	69,652
2	66,035	69,264	73,138
3	69,517	72,750	76,624
4	72,999	76,235	80,107
5	76,489	79,720	83,593
6	79,974	83,206	87,082
7	83,458	86,688	90,563
8	86,945	90,179	94,050
9	90,429	93,662	97,533
10	93,914	97,148	101,020

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

3.3.1 The Alberta Teachers' Association Teacher Qualifications Service (TQS) shall evaluate a teacher's university education for salary purposes in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by Memorandum of Agreement amongst the Department of Education, the Association, and the Alberta School Trustees' Association, dated March 23, 1967.

- 3.3.2 *Each teacher claiming teacher education, and each teacher commencing employment with the Employer, shall submit to the Employer proof of having applied to the TQS of the Association for a statement of qualifications for salary purposes within forty-five (45) calendar days from commencement of the school year, February 1, or from the date of commencement of employment. If satisfactory proof is submitted within the forty five (45) calendar days, salary shall be adjusted retroactively to the applicable commencement of the school year, or employment, or February 1, on receipt of the TQS statement of qualifications.*
- 3.3.2.1 *If satisfactory proof of having applied to TQS is not submitted within the forty-five (45) calendar days, salary shall be adjusted effective the month following the submission of satisfactory proof of qualifications provided such month is not July or August.*
- 3.3.2.2 *In the event of an appeal or re-evaluation by a teacher of an aforementioned TQS evaluation, salary will be adjusted retroactively to the date of the evaluation being appealed or re-evaluated provided such action is initiated by the teacher within forty-five (45) calendar days of the date of the said TQS evaluation. Written proof of such an action by the teacher is required by the Employer to substantiate a claim under these provisions.*
- 3.3.2.3 *If an appeal or re-evaluation is not launched by a teacher within the said forty-five (45) days, salary shall be adjusted effective the beginning of the month following submission of the result of the action by the teacher provided such month is not July or August.*
- 3.3.3 *Once a teacher has submitted an evaluation from the Teacher Qualifications Service to the Employer, no further evaluation will be necessary unless a teacher is claiming for additional course credits.*
- 3.3.4 *Until the teacher submits satisfactory evidence of qualifications, the teacher shall be placed on the salary schedule according to the most acceptable statement of qualifications or according to the minimum education requirements for their teaching certificate.*
- 3.3.5 *Only one year of education increment shall be granted per school year.*

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

- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1, and February 1.*
- 3.3.3. *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
  - 3.3.3.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
  - 3.3.3.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the Employer within (60) operational days from the date of completion of education or commencement of employment.*
  - 3.3.4.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
  - 3.3.4.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

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

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

- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
  - b) *employed as a substitute teacher within the preceding five (5) years.*
- 3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 *Previously unrecognized experience gained in one school year with an Employer may be carried over for calculation of experience increments in the following school year with that same Employer.*
- 3.4.4 *Provisions 3.4.1 through 3.4.4 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with an Employer being carried over for calculation of experience increments in the 2017-18 school year with that same Employer.*
- 3.4.5 *A year of teaching experience shall be earned by teachers performing required duties for at least 140 full-time equivalent teaching days in the school term with the Employer.*
- 3.4.6 *The adjustment date for changes in the number of increments allowed for teaching experience shall be at the beginning of the school year or February 1.*
- 3.4.7 *The Employer shall only recognize complete years of previous teaching experience for salary purposes provided such previous teaching experience was earned while employed by a Board of Trustees of a District or Division Board of Education as defined in the Education Act, or by an Early Childhood Services Board operated under the guidelines of Alberta Education.*
- 3.4.7.1 *Experience gained in any publicly funded schools in Canada, the United States of America, the Republic of Ireland, and British Commonwealth countries, plus any Catholic schools recognized by the local bishop or operated by a Catholic religious order in full communion with the Church, will be recognized as if it were earned while in the employ of the Employer. The Superintendent may also recognize experience from a well recognized international school.*
  - 3.4.7.2 *The Employer may, in its discretion, recognize additional experience.*

3.4.8 *The onus of substantiating previous teaching experience rests with the teacher.*

3.4.8.1 *Proof of previous experience, or proof of having applied for same must be submitted to the Employer within forty-five (45) calendar days of commencement of employment or the first (1st) day of school of each school year or February 1st, whichever is applicable.*

3.4.8.2 *If such evidence, or proof of having applied for same, is submitted within forty-five (45) calendar days, salary shall be paid according to this experience retroactive to the date of commencement of the school year, or the date of commencement of employment, or February 1, whichever is applicable, upon submission of the actual evidence of previous experience.*

3.4.8.3 *If such evidence is not submitted within the aforementioned forty-five (45) days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience, and salary shall be adjusted effective the beginning of the month following submission of such evidence.*

3.4.8.4 *Until the teacher submits satisfactory evidence of previous teaching experience, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of teaching experience or the minimum salary level applicable to the teacher's years of university training.*

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

*Teachers shall:*

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

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

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

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

*Prior Experience*

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

c) *The written confirmation is signed by an authorized officer of the previous employer.*

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

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

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

### **3.5 Special Considerations (Effective September 1, 2019)**

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

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

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

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

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

### **3.6 Other Rates of Pay**

3.6.1 *Vacation service – a teacher who agrees to render service during the summer vacation period, at the written request of the*

*superintendent, shall be paid 1/200 of the teacher's total annual salary (less any allowance) for each full day of work, or 1/400th (less any allowance) of the teacher's total annual salary for each half day of work. Teachers agreeing to teach summer school shall be paid 1/200th of the teacher's total annual salary (less any allowances) for each day of summer school they teach. This clause applies to teachers in receipt of an administrators allowance only when they are asked to do work outside of their role as a school administrator.*

- 3.6.2 Service Outside of the School Calendar: Where a teacher not in receipt of an allowance under the Collective Agreement is directed in writing by the Superintendent or designate to provide service to the Employer which is outside of the school calendar established by the Employer, that teacher shall be compensated at a rate of 1/200<sup>th</sup> of the teacher's annual salary for each full day of service or 1/400<sup>th</sup> of the teacher's annual salary where the service provided each day is for four (4) hours or less.

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

##### 4.1 Administration Allowances

- 4.1.1 **Principal Allowances:** *In addition to salary as a teacher, principals shall be paid an administrative allowance per annum based on the number of pupils enrolled in the principal's school in accordance with the following schedule:*

<i>1 to 200 pupils</i>	<i>\$75.68</i>
<i>201 to 300 pupils</i>	<i>\$61.10</i>
<i>301 to 400 pupils</i>	<i>\$41.85</i>
<i>401 to 500 pupils</i>	<i>\$23.69</i>
<i>501 to 1000 pupils</i>	<i>\$13.81</i>
<i>Over 1000 pupils</i>	<i>\$10.63</i>

*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.*

*The student count for a school year is that reported to the Department of Learning for September 30 of that school year. A kindergarten student is to be counted as 0.5 of a student.*

- 4.1.2 **Vice-Principal Allowance:** *Each vice-principal shall receive 50 percent of the principal's allowance.*



- 4.1.2.1 *Notwithstanding clause 4.1.2, no vice principal shall receive an annual allowance per annum of less than \$8,558.*
- 4.1.2.2 *Effective September 1, 2019, the minimum allowance for Vice-Principal will be adjusted in accordance with current proportionality to the Principal allowance.*

4.1.3 **Consultant Allowance:** *In addition to salary as a teacher, a consultant shall be paid an allowance of 3% of the teacher's placement on Basic Salary Grid.*

4.1.4 **Team Leader Allowance:** *When the Employer chooses to appoint team leaders and the teacher accepts, the person shall be appointed for one year, with the provision for reappointment by mutual consent. The team leader shall be paid an allowance of \$1,890. This allowance shall be provided in two equal installments payable in December and June along with the payment of regular salary. Should two teachers wish to split the duties of a team leader, and should the Superintendent approve, the teachers will split a prorated share of the allowance.*

## 4.2 Red Circling

4.2.1 In the event that the Employer requires a principal or a vice-principal to transfer to another principal or vice-principal position and such transfer results in an administrative allowance that is less than the allowance that the principal or vice-principal currently receives, the Employer will maintain the higher allowance payment for three full school years.

## 4.3 Acting/Surrogate Administrators – Compensation

4.3.1 When in the absence of the principal the vice principal acts in place of the principal for a period of three or more consecutive school days, the vice principal shall be designated as acting principal effective the third consecutive day and from that date shall be paid as principal for the duration of the designation.

4.3.2 In the absence of all designated administrators, a teacher shall be designated as acting principal and shall be paid 50% of the principal's allowance on the second and subsequent consecutive school days of the designation, with payment to be made each month.

4.3.2.1 In the absence of all designated administrators, a teacher shall be designated as acting principal and shall be paid 50% of the principal's allowance on the first and

subsequent consecutive school days of the designation, with payment to be made each month.

**4.4 Teachers with Principal Designations (Effective until June 10, 2020)**

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

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

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

**4.4 Teachers with Principal Designations (Effective June 10, 2020)**

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

4.4.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five 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.*

## **5. SUBSTITUTE TEACHERS**

### **5.1 Rates of Pay**

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

5.1.2 *Effective until April 30, 2019, certificated substitute teachers shall be paid \$201.61 including vacation pay per day of substitute teaching.*

*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.*

5.1.3 *The half-day rate for substitute teaching shall be 50% of the daily rate in 5.1.2.*

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.*

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

5.2.1 *Substitute teachers shall be paid 1/200th of their grid position effective the third consecutive day in the same assignment.*

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

### **5.3 Substitute Teacher Cancellation**

Other than for reasons of school closure or inclement weather, when a substitute teacher has accepted employment, such employment shall not be cancelled after 5:00 p.m. the day before the assignment. In the case that the substitute teacher is no longer needed, but they arrive at the school, they have the option to voluntarily go home without remuneration, or they accept that the assignment may change from the original booking, but will be at the same school site.

## **6. PART TIME TEACHERS**

- 6.1 *FTE Definition: Effective September 1, 2017, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*
- 6.1 *FTE Definition: (Effective September 1, 2019) Part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*
- 6.2 *Part-time Teachers Salaries*
- 6.2.1 *A teacher who is employed to teach on a part-time basis for the full year or a portion thereof shall be paid for that fraction of the annual salary entitlement which corresponds to the fraction of time taught.*
- 6.3 *Part-time Teachers Benefits and Proration*
- 6.3.1 *The Employer's share of the cost of premiums for part-time teachers, teaching less than .6 FTE who are eligible, shall be paid in accordance with clause 7.1.2 on a prorated basis.*

## **7. GROUP BENEFITS**

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

7.1.1 *The Employer shall effect and maintain:*

*Alberta School Employee Benefit Plan (A.S.E.B.P.) providing*

7.1.1.1 *Life, Accidental Death and Dismemberment – Plan 2*

7.1.1.2 *Extended Disability Benefits – Plan D*

7.1.1.3 *Extended Health Care – Plan 1*

7.1.1.4 *Dental Care – Plan 3*

7.1.1.5 *Vision Care – Plan 3*

*applicable to and for the benefit of teachers in its employ, according to the provisions of the plans.*

7.1.2 *Effective September 1, 2016, the Employer shall pay 98.25% of each teacher's premiums for the Extended Disability Benefit (Plan*

*D) and the Life, Accidental Death and Dismemberment portions of the Alberta School Employee Benefit Plan.*

*Effective September 1, 2019, the Employer's contribution will increase to 100%.*

- 7.1.3 *Effective September 1, 2016, the Employer shall also pay 98.25% of each teacher's premiums for the Extended Health Care (Plan 1), Dental Care (Plan 3), Vision Care (Plan 3) of the Alberta School Employee Benefit Plan and Alberta Health Care.*

*Effective September 1, 2019, the Employer's contribution will increase to 100% (except Alberta Health Care as it is subject to local negotiations)*

## **7.2 Group Benefits Eligibility**

- 7.2.1 *All teachers shall be members of A.S.E.B.P. Extended Disability Benefits Plan D, and Life, Accidental Death and Dismemberment - Schedule 2 as defined in 7.1.1.1 above.*

- 7.2.2 *It is understood that participation in A.S.E.B.P. Extended Health Care Plan 1, Dental Care Plan 3, Vision Care Plan 3, and Alberta Health Care Insurance is not a condition of employment.*

## **7.3 Health Spending Account / Wellness Spending Account**

- 7.3.1 *A health Spending Account of \$50.00 per month per teacher on a full time equivalency basis will be established.*

*Effective September 1, 2019, clause 7.3.1 above is repealed and replaced by the following clause:*

- 7.3.1 *A health Spending Account of \$60.41667 per month per teacher on a full time equivalency basis will be established.*

Upon approval from A.S.E.B.P. as to the date of commencement (after the date of ratification) the Employer agrees to contribute for each school year an amount equal to \$725.00 in twelve monthly installments, to an account for the benefit of each eligible teacher and their dependent(s) which, at the annual option of the teacher, may be used for either or both of the Health Spending and Wellness Spending purposes. Part-time employees, as per Article 6.3.1 shall be eligible on a pro-rata basis. The plan shall be administered by A.S.E.B.P. in accordance with Canada Revenue Agency and the *Income Tax Act* of Canada.

Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.

#### **7.4 Other Group Benefits**

- 7.4.1 It is understood that any rebates of Employment Insurance Commission Employer premiums shall be retained by the Employer.
- 7.4.2 Employer contributions under clauses 7.1.2 and 7.1.3 will be applied in the following order:
  - 7.4.2.1 Extended Health Care
  - 7.4.2.2 Dental Care
  - 7.4.2.3 Extended Disability
  - 7.4.2.4 Vision Care
  - 7.4.2.5 Life, Accidental Death and Dismemberment
  - 7.4.2.6 Alberta Health Care Insurance

### **8. CONDITIONS OF PRACTICE**

#### **8.1 *Teacher Instructional and Assignable Time* (Effective September 1, 2017)**

- 8.1.1 *Teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*
- 8.1.2 *Teacher assignable time will be capped at 1200 hours per school year commencing the 2017-18 school year.*

#### **8.2 *Assignable Time Definition* (Effective September 1, 2017)**

- 8.2.1 *Assigned Time is defined as the amount of time that Employers assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
  - a) operational days (including teachers' convention)*
  - b) instruction*
  - c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*

- d) *parent teacher interviews and meetings*
- e) *Employer and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
- f) *staff meetings*
- g) *time assigned before and at the end of the school day*
- h) *other activities that are specified by the Employer to occur at a particular time and place within a reasonable work day.*

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

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

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

### **8.3 Other Conditions of Practice**

- 8.3.1 *In recognition of the time factor involved in Parent-Teacher interviews, the Employer grants teachers one instructional day in lieu of the aforementioned interviews free of all duties*
- 8.3.2 *Effective April 7, 2019, the Employer will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked.*

- 8.3.2.1 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the Employer.*
- 8.3.2.2 *When reasonable, this break shall occur in the middle of the assignment.*
- 8.3.2.3 *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

## **9. PROFESSIONAL DEVELOPMENT**

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

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

### **9.2 Professional Development Fund**

- 9.2.1 Effective September 1, 2018, the Employer shall provide to the Association Local \$200 per full-time equivalent teacher (FTE count as of September 30) per school year to enable it to financially support teachers wishing to pursue professional development activities related to their individual professional growth plan, provided that no individual teacher is absent from their teaching duties for more than one day per school year. The Employer shall pay substitute teacher costs for such absences. Application to attend will be with the consent of the principal and granted if operational circumstances permit (but in any event, such absences shall not conflict with parent-teacher interviews or Faith Days) and funds are to be administered by the Association local. The Association local may, at its sole discretion, use monies to also support teachers attending professional development activities outside of normal working hours (i.e. evening, weekends and vacation periods).



- 9.2.2 **Principals:** Effective September 1, 2018, upon approval of the Superintendent, principals will have access to \$500 per school year for professional development opportunities. Any unused portion of the \$500 not used during the first school year may be carried forward to the second school year, after which any remaining funds unused will expire.
- 9.2.3 **Vice-Principals:** Effective September 1, 2018, upon approval of the Superintendent, each vice-principal will have access to \$250 per school year for professional development opportunities. Any unused portion of the \$250 not used during the first school year may be carried forward to the second school year, after which any remaining funds unused will expire.
- 9.2.4 The Association Local shall provide the Employer with detailed quarterly and annual reporting on how the funds are being used. The format and content of the report will be mutually agreeable to the Association Local and the Employer, however, shall include specifics as to how the funds are being used and for what purpose

### 9.3 **Sabbatical Leave**

- 9.3.1 Sabbatical leave shall mean any long term leave of absence granted to a teacher for professional development through study.
- 9.3.2 Sabbatical leave may be granted at the discretion of the Employer.
- 9.3.3 The remuneration of a teacher granted sabbatical leave shall be 55% of fourth year maximum, payable in 10 equal installments.
- 9.3.4 Sabbatical leave for the duration of a semester or trimester may be granted by the Employer. Remuneration shall be calculated on a prorated basis.
- 9.3.5 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to their duties following the expiry of their leave and shall not resign or retire from teaching service other than by mutual agreement between the Employer and the teacher, for a period of at least two years after resuming duties.
- 9.3.6 Should a teacher, by mutual consent, resign or retire from the service of the Employer before completing their two years service following such leave repayment of sabbatical leave salary shall be made to the Employer on a prorated basis.

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

- 10.1 Sick leave benefits are sponsored by the Employer and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.*
- 10.2 In the first year of employment with the Employer, the teacher shall be entitled to 20 days of sick leave per year, with entitlement being granted on the first day of employment. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*
- 10.2.1 During the second and subsequent years of service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness or disability for ninety (90) calendar days.*
- 10.2.2 A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days subject to clause 10.2.4.*
- 10.2.3 For the purpose of this Collective Agreement, an interrupted illness for the same illness shall be counted as one illness. When a teacher has been absent, the Employer may request confirmation from the teacher's doctor that the absence is not due to an illness for which the teacher was previously absent. The Employer shall pay any reasonable costs for the information provided the teacher submits the receipt.*
- 10.2.4 A teacher who is absent from duties on sick leave may be required, prior to returning to duties, to provide a certificate from a medical practitioner indicating the teacher is medically able to return to the teacher's assignment, provided there is no cost to the teacher.*
- 10.2.5 Teachers on health related absence during maternity leave shall accept Supplemental Employment Benefits described in the Maternity Leave Article in lieu of sick leave provided the teacher is eligible for employment insurance benefits.*
- 10.2.6 Provisions of the sick leave shall be suspended and the benefits of the A.S.E.B.P. extended disability shall apply where a teacher is so eligible for these A.S.E.B.P. benefits.*
- 10.3 Before any payment is made under the foregoing provisions, the teacher shall provide a statement, in a form approved by the Employer, signed by the teacher declaring the absence was for the purpose described in clause 10.1.*

- 10.4 *The Employer may require a certificate from the teacher's attending medical or dental practitioner, prior to payment under the sick leave provisions, where the absence is for a period of more than three (3) days.*
- 10.5 *The Employer may require a certificate from a physician or dentist designated by the Employer attesting to the illness or disability claimed, prior to payment under the sick leave provisions, provided there is no cost to the teacher.*
- 10.6 *Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employee Benefit Plan Extended Disability Benefit Plan.*
- 10.6.1 *After ninety (90) continuous calendar days of illness or medical disability, no further salary shall be paid.*
- 10.7 *Provisions of this Article shall not be applicable when a teacher is on leave without pay, or while on strike.*
- 10.8 *When a teacher leaves the employ of the Employer, all benefits contained under these provisions are cancelled.*

## **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 *Maternity leave without pay and without benefits, except as provided below, shall be granted to teachers to a maximum fifteen (15) weeks under the following conditions:*
- 11.1.2 *The teacher shall give at least six weeks (6) notice in writing of the day upon which she intends to commence maternity leave, together with a medical statement certifying that the teacher is pregnant and giving the estimated date of delivery.*
- 11.1.3 *The teacher shall give the Employer no less than four weeks (4) notice of the date on which the teacher intends to return to work.*
- 11.1.4 *A teacher returning from maternity leave is entitled to a teaching position with the Employer. Every reasonable effort shall be made to return the teacher to the teaching position which has been mutually agreed upon prior to the granting of such leave.*

- 11.1.5 *The Employer shall implement a 100 percent supplemental unemployment benefits (SUB) plan which the teacher shall access for pay during the health related portion of her maternity leave to a maximum of 13 weeks or for a period of time equal to the teacher's sick leave entitlement, whichever is less. SUB shall be payable for the period of time indicated by the medical documentation up to a maximum of 13 weeks. The health related portion of the maternity leave shall be determined by medical documentation.*
- 11.1.6 *The Employer shall continue to contribute the Employer's share of benefit plan premiums during the health related portion of the maternity leave where the teacher chooses to continue coverage. The remainder of the maternity leave, not covered by the health related portion shall be without pay and the Employer's share of benefit plan premiums.*

### **Parental/Adoption Leave**

- 11.1.7 *Parental/Adoption Leave without pay and without benefits shall be granted to teachers to a maximum of 37 weeks under the following conditions:*
- 11.1.8 *A teacher taking parental/adoption leave immediately following maternity leave is not required to provide notice unless the teacher originally indicated she was only taking 15 weeks of maternity leave.*
- 11.1.9 *The teacher taking parental/adoption leave, not immediately following maternity leave, shall give the Employer at least six weeks (6) notice in writing of the day upon which the teacher intends to commence parental/adoption leave.*
- 11.1.10 *If the Employer employs both parents of a child, the Employer is not required to grant leave to both employees at the same time. Upon approval of the superintendent both parents may take leave at the same time.*
- 11.1.11 *If the teacher taking adoption leave is unable to comply with the written notice requirement because the date of the child's placement with the adoptive parents was not foreseeable, the teacher will give the Employer notice at the earliest possible time.*
- 11.1.12 *A teacher returning from parental/adoption leave is entitled to a teaching position with the Employer. Every reasonable effort shall be made to return the teacher to the teaching position which has been mutually agreed upon prior to the granting of such leave.*

11.1.13 Upon written request submitted not less than four (4) weeks prior to the expiry date of the parental/adoption leave, the teacher may be granted extended parental/adoption leave in accordance with clause 14.3 to a natural break in the school year, the end of the school year in which the leave commenced, to a natural break in the next school year or the end of the next school year.

11.2 **Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave** Current language effective for maternity and/or parental leaves that commenced prior to May 1, 2019)

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

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

### **11.1 Maternity Leave**

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

### **11.2 Parental Leave**

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 *The teacher shall give the Employer at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*

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

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

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

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

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

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

- 12.1 *Effective until August 31, 2020, a teacher shall be granted a paid day of personal leave, for not more than one (1) day in any school year, except where circumstances put such leave in conflict with the interests of the school. A teacher shall submit a request to the Superintendent or designate, through the teacher's principal or supervisor with two weeks notice where possible when they want to utilize a personal leave day. Without the permission of the Employer this personal leave day shall not be used to extend a holiday period or a long weekend.*

*Effective September 1, 2020, a teacher shall be granted a paid day of personal leave, for not more than one (1) day in any school year, except*



where circumstances put such leave in conflict with the interests of the school. A teacher shall submit a request to the Superintendent or designate, through the teacher's principal or supervisor with two weeks notice where possible when they want to utilize a personal leave day. Without the permission of the Employer this personal leave day shall not be used to extend a holiday period or a long weekend, any Parent-Teacher Interview Days or during scheduled professional development days.

- 12.2 Effective until August 31, 2020, a teacher shall be granted one day of personal leave with pay less the cost of a substitute per school year except where circumstances put such leave in conflict with the interests of the school. A teacher shall submit a request to the superintendent or designate with two weeks notice where possible when they want to utilize a personal leave day. This personal leave day shall not be used to extend a holiday period or a long weekend without approval of the superintendent.

Effective September 1, 2020, a teacher shall be granted one day of personal leave with pay less the cost of a substitute per school year except where circumstances put such leave in conflict with the interests of the school. A teacher shall submit a request to the superintendent or designate with two weeks notice where possible when they want to utilize a personal leave day. This personal leave day shall not be used to extend a holiday period or a long weekend, any Parent-Teacher Interview Days or during scheduled professional development days without approval of the superintendent.

- 12.3 Effective September 1, 2020, Teachers will be allowed to carry over one (1) personal leave day. At no time shall teachers have access to more than three (3) days of personal leave in any one year, with a maximum of two days being full pay and one day at the cost of substitute pay.

- 12.4 Teachers can only use two (2) days consecutively.

### **13. ASSOCIATION LEAVE AND SECONDMENT** *(Effective April 16, 2018)*

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

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

*with the Employer. The Association will reimburse the Employer as per Clause 13.1. Such leaves will not be unreasonably denied.*

- 13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the Collective Agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.*
- 13.4 *During such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the Collective Agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on their behalf while on secondment under this clause.*

#### **14. OTHER LEAVES**

- 14.1 A temporary leave of absence with pay shall be granted whenever the teacher is absent, as follows:

##### **14.1.1 Critical Illness and Death Leave**

14.1.1.1 *Up to five school days for the death, and five school days for the critical illness, of a teacher's spouse, son or daughter, parent, brother, sister, or parent of spouse upon completion of the necessary absence forms.*

14.1.1.2 *Up to three days for the death of a grandparent, grandchild, son-in-law or daughter-in-law, aunt, uncle, nephew, niece, if warranted.*

14.1.1.3 *Up to one school day for the death of grandparent of spouse, brother in law, sister in law, or other relative who is a member of the teacher's household.*

14.1.1.3.1 *Upon ratification, up to three (3) school days for the death of grandparent of spouse, brother in law, sister in law, or other relative who is a member of the teacher's household.*

14.1.1.4 *In the event of the death of relatives listed in clause 14.1.1.2, additional leave with pay may be granted for travel at the Superintendent's discretion.*

14.1.1.5 *Before payment is made under this Article, the Employer may require a medical certificate stating that critical illness was the reason for the absence.*

**14.1.2 Convocation Leave**

14.1.2.1 A teacher is entitled to a leave of absence with pay for one day per school year for the teacher's own convocation or that of the teacher's spouse or child.

**14.1.3 Leave for Child's Arrival**

14.1.3.1 For not more than two days, paternity leave shall be granted for the birth of the teacher's own child to be used within one week from the day of birth or within two days from the date on which the mother or the child is released from hospital.

**14.1.4 Jury Duty Leave**

14.1.4.1 For jury duty or any summons related thereto, the teacher shall remit to the Employer any jury stipend set by the Court or other body.

**14.1.5 Court Appearance Leave**

14.1.5.1 To answer a subpoena or summons to attend as a witness in a court of law as a result of any action arising out of the teachers employment, or to attend any court proceeding as a witness in a cause other than the teachers own. In this instance the teacher shall remit to the Employer any witness fee set by the Court or other body.

14.2 Additional leaves of absence with or without pay and with or without benefits may be granted to teachers for reasons accepted by the Superintendent of Schools.

**14.2.1 Family Medical Leave**

14.2.1.1 *A teacher, upon notification to the Superintendent or designate, may use up to two (2) days of available sick leave per school year to care for the teacher's sick child or other relative living in the teacher's household, providing that the other spouse is incapacitated or not available.*

14.2.1.2 *Effective June 10, 2020, a teacher, upon notification to the Superintendent or designate, may use up to three (3) days of leave per school year, with pay, to care for the teacher's sick child or other relative living in the teacher's household, or the teacher's parent, providing that the other spouse is incapacitated or not available.*

### 14.3 **Discretionary Leave**

14.3.1 A teacher may apply to the Superintendent for an additional general leave for up to one full school year. Such leave shall be without pay and without benefits and the duration shall be mutually agreed prior to commencement of such leave.

### 14.4 **Deferred Salary Leave**

14.4.1 The Employer agrees to implement a deferred salary leave plan as approved by Revenue Canada and as attached as an appendix (Schedule "A") to the Collective Agreement and as available at the central office and at each school.

### 14.5 ***Scheduling of Appointments***

14.5.1 *Teachers will, where possible, schedule appointments with healthcare providers outside of classroom hours. If scheduling such appointments is not possible outside of classroom hours, teachers will attempt to limit their absences for appointments. Where possible, booking substitute teachers should be done in half (1/2) day increments.*

## 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, this procedure applies to differences:**

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

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

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

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

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

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

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

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

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

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

*matter. The thirty (30) day freeze period may be ended by mutual agreement.*

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

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

*15.9 The written notice shall contain the following:*

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

## **16. LOCAL GRIEVANCE PROCEDURE**

- 16.1 A grievance is a difference regarding the interpretation, application, operation or any alleged violation of this Collective Agreement.
- 16.2 A grievance must be initiated in writing stating all particulars as to the nature of the grievance, the clause alleged to have been violated and the remedy requested. Such grievance shall be submitted to the Associate Superintendent in charge of Human Resources and to the Chairperson of the Teacher Welfare Committee within twenty (20) teaching days from when the teacher became aware of the incident.
- 16.3 If the alleged violation is initiated as a central nature and then defined as a local grievance, the central grievance shall be transferred to the local grievance procedure at an equivalent step in the process and the local grievance procedure timelines shall be adhered to.
- 16.4 A committee comprised of two representatives of the Employer and two representatives of the local Association shall meet and attempt to resolve the grievance within fifteen (15) teaching days of receipt of grievance by the Employer. If the committee reaches a unanimous decision as to the disposition of any grievance that decision shall be final and binding.
- 16.4.1 Upon ratification of the Parties, a committee of two (2) Trustees of the Board and one (1) designate of the Superintendent shall meet and attempt to resolve the grievance, and shall render its decision in respect of the grievance within fifteen (15) teaching days of receipt of the grievance by the Employer. The decision will be rendered in writing to the Superintendent, the grievor and the Chairperson of the Teacher Welfare Committee.
- 16.5 If the Parties fail to reach an agreement under clause 16.4, either Party may by written notice to the other Party, require the establishment of an Arbitration Board. Such written notice shall be served within ten (10) teaching days following the time limit set out in clause 16.4.
- 16.5.1 Upon ratification, in the event that the decision of the committee fails to resolve the grievance, or the committee cannot come to a decision, then either Party may, by written notice served on the other Party, require the establishment of an Arbitration Board. Such written notice shall be served within ten (10) teaching days of receipt of the committee's decision.

- 16.6 Each Party shall appoint one member as its representative on the Arbitration Board within seven (7) teaching days of receipt of such notice. The two members so appointed shall endeavour to select an independent chairperson.
- 16.7 If the two members fail to select a chairperson within five (5) teaching days after the day on which the last of the two members is appointed, they shall request the Director of Mediation Services to select a chairperson.
- 16.8 The Arbitration Board may not change, modify or alter any of the terms of this Collective Agreement. All grievances submitted shall present an arbitrable issue under this Collective Agreement and shall not depend on or involve an issue or contention by either Party that is contrary to any subject matter covered by or arising under the terms of this Collective Agreement.
- 16.9 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 employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the Arbitration Board.
- 16.10 The purpose of the grievance procedure provisions is to ensure that any grievance is processed in an expeditious manner, therefore, compliance with the provisions is mandatory. If the respondent fails to comply with provisions of this procedure, the grievance is processed to the next step. If the grievant fails to comply with all procedures, the grievance is at an end.

## **17. EMPLOYMENT**

### **17.1 Subrogation**

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

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

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

- a) the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;
- b) the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
- c) the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
- d) the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
- e) the teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
- f) upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
- g) the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
- h) the Employer's consent to settlement shall not be unreasonably withheld.

- 17.1.3 When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest, less a proportionate amount share of legal fees payable thereon by the teacher to their solicitor with respect to such recovery.
- 17.1.4 When as a result of a judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest, less a proportionate amount share of legal fees payable thereon by the teacher to their solicitor with respect to such discovery.
- 17.1.5 The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this section 7.1.
- 17.1.6 In exercising any of its rights under section 7.1, the Employer shall have due regard for the interests of the teacher.

**IN WITNESS WHEREOF** the Parties hereto executed this Collective Agreement by affixing the signatures of their proper officers on their behalf on the date(s) as set out below.

Signed on \_\_\_\_\_, 20\_\_

Signed on \_\_\_\_\_, 20\_\_

***On Behalf of the Association***

***On Behalf of the Employer***

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Signed on \_\_\_\_\_, 20\_\_

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Coordinator of Teacher Welfare

**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**

*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.*

## SCHEDULE "A"

### DEFERRED SALARY LEAVE PLAN

#### 1. DEFINITIONS

"Accrued Interest" in respect of a Taxation Year means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Employer on behalf of the Participant calculated from:

- (a) the first date any of such monies have been so retained by the Employer, or
- (b) the first day of the Taxation Year, whichever is later.

"Association" means the Party of the second part referred to in the Collective Agreement to which the plan is a schedule.

"Employer" means the Party of the first part referred to in the Collective Agreement to which this Plan is a schedule.

"Collective Agreement" means the Collective Agreement in force between the Association and the Employer pursuant to the applicable section of the *Alberta Labour Relations Code*.

"Committee" means a committee as defined by agreement between the Association and the Employer.

"Current Compensation Amount" means the total compensation payable by the Employer to the Participant for the school year, including their proper grid salary and all allowances, per the Collective Agreement.

"Deferral Period" shall be the number of years for which compensation is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.5, if applicable.

"Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the Employer for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the Participant in accordance with clause 3.4.

"Eligible Investor" means any Canadian chartered bank, or trust company authorized to carry on business in the province of Alberta and who maintains Canada Deposit Insurance, and any credit union authorized to carry on business in the province of Alberta or the treasury branches of Alberta.

"Eligible Teacher" means a teacher as defined by agreement between the Association and the Employer.

"Leave of Absence" means the period of time described in clause 4.1.

"Memorandum of Agreement" means the agreement described in Schedule B.



"Participant" means an Eligible Teacher who has completed a Memorandum of Agreement (Schedule "B") and whose application for participation in the Plan has been approved by the Employer in accordance with clause 2.3.

"Plan" means the plan set out in this schedule and includes all amendments thereto.

"Regulations" means the regulations under the *Income Tax Act* (Canada).

"Taxation Year" means the calendar year.

## **2. APPLICATION Formal Application**

**2.1** In order to participate in the Plan, an Eligible Teacher must make written application by way of Schedule "B" to the superintendent of schools on or before March 31, or at a date otherwise agreed between the Employer and the Association, stating the date when the Eligible Teacher wishes to participate in the Plan and the school year in which the Leave of Absence is to be taken.

### **Approval**

**2.2** The approval of each application made under clause 2.1 shall rest solely with the Employer. The superintendent of schools shall, by May 15 of that year, or at a date otherwise agreed between the Employer and the Association, advise each applicant of the Employer's approval or disapproval of their application and if the latter, an explanation therefore.

### **Date of Participation**

**2.3** If the Employer gives its approval in accordance with clause 2.2, the participation of the Eligible Teacher in the Plan will become effective on the date requested by the Eligible Teacher, or if such date is not agreed to by the Employer, then on a date which is agreed to by the Employer and the Eligible Teacher.

## **3. FUNDING FOR LEAVE OF ABSENCE**

Funding for the Leave of Absence shall be as follows:

### **Compensation Deferred**

**3.1** During each school year prior to the leave of absence, the Participant, for a maximum of five school years will receive their Current Compensation Amount, less the percentage amount which the Participant has specified in the Memorandum of Agreement for the school year in question which is to be retained by the Employer. Such percentage amount will be retained by the Employer and be invested in accordance with clause 3.3.

### **Maximum Percentage Deferred**

**3.2** The percentage of the Current Compensation Amount deferred by the Participant cannot exceed the percentage amount obtained when 100 per cent is divided by the number of years the Participant states they will participate in the plan, including the

Leave of Absence year. Notwithstanding the preceding, the maximum deferred in any one Taxation Year shall not exceed 33 1/3 per cent of the portion of the Current Compensation Amount received by the Participant in that Taxation Year. This formula applies even if the Leave of Absence is deferred under clauses 4.4 and 4.5.

### **Investment of Deferred Compensation**

**3.3** The monies retained by the Employer for each Participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by the Employer in investments offered from time to time by an Eligible Investor. The committee shall choose such Eligible Investor and in making such determination the Employer, the Association and members of the Committee shall not be liable to any Participant for any investments made which are authorized by this clause.

### **Non-Liability of Employer, Association and Committee**

**3.3.1** The Employer, the Association and members of the committee shall not be liable to any Participant or Participants for the acts or defaults of each other or for any error in judgment or for any act of omission or commission in the administration or management of the monies retained, provided such monies have been invested in an institution authorized by the provisions of this clause. The Employer, the Association and members of the Committee shall not be liable to any Participant or Participants for any loss suffered in respect to any investment or investments of the monies retained, whether complete loss or partial loss, either direct loss or indirect loss, provided the investment or investments were made in an institution authorized by the provisions of this clause.

### **Payment of Accrued Interest**

**3.4** On December 31 of each Taxation Year during the Deferral Period, the Employer shall pay to the Participant the Accrued Interest in respect of that Taxation Year as specified in clause 6 of the Memorandum of Agreement. The Participant hereby irrevocably directs the Employer to cause the Eligible Investor chosen by the Committee in accordance with clause 3.3 to make such payment on their behalf into an account of the Participant with the Eligible Investor.

### **Reporting to Participants**

**3.5** The secretary-treasurer shall make an annual report to each Participant as to the amount of deferred salary retained by the Employer for such Participant, including any interest earned thereon which has been paid out in accordance with clause 3.4. The annual report shall be made no later than July 31 of each year while the Participant participates in the Plan.

### **Administrative Expenses**

**3.6** Issues regarding payment of administrative expenses shall be governed by a separate agreement between the Employer and the Association.

## **4. TAKING OF LEAVE OF ABSENCE**

The taking of a Leave of Absence shall be governed by the following provisions:

### **Qualification to Participate**

**4.1** The Leave of Absence shall occur according to and be governed by, the Collective Agreement then in force between the Employer and the Association. In no case shall the Leave of Absence be for a period of less than five months and each Participant shall return to employment for a period of time at least equal to the period of the Leave of Absence.

### **Manner of Payment During Leave**

**4.2** The manner of payment to the Participant during the Leave of Absence shall be in installments commencing September 30, being approximately equal to 1/12 of the monies held by the Employer for the Participant in accordance with clause 3.1 as determined at the beginning of the Leave of Absence, unless otherwise directed by the Participant prior to September 1 of the Leave of Absence. In no event shall payment be made more frequently than monthly.

### **Amount of Payment During Leave**

**4.3** The salary to be paid to a Participant during a Leave of Absence shall be related to the monies retained by the Employer in accordance with clause 3.1 for such Participants, but less any deductions made by the Employer under clause 5.1 and any monies required by law to be paid by the Employer for or on behalf of a Participant. During the period of leave, a Participant may not receive any salary or wages from the Employer or any other person or partnership with whom the Employer does not deal at arm's length except as provided in clause 6801(a)(iii)(A) or (B) of the Regulations.

### **Employer's Right to Defer Leave**

**4.4** If the Employer is unable to obtain a suitable replacement for a Participant for the period of a Leave of Absence specified by the Participant, the Employer may in its discretion, defer the Leave of Absence on one occasion for one school year. In such case, the Participant may choose to remain in the Plan or they may withdraw from the Plan, in which case the Employer shall pay to the Participant the Deferred Compensation Amount in one lump sum payment within 60 days of such withdrawal. In no circumstances shall postponement extend the Deferral Period beyond six years.

### **Participant's Right to Defer Leave**

**4.5** Notwithstanding the date shown in paragraph two of the Memorandum of Agreement for a requested Leave of Absence, a Participant may, on one occasion only, with the consent of the Employer given not less than six months prior to the scheduled date, postpone such leave for one year. In no circumstances shall a postponement extend the Deferral Period beyond six years.

## **Year's Leave of Absence**

**4.6** The year's Leave of Absence shall immediately follow the Deferral Period.

### **Position on Return**

**4.7** On return from their Leave of Absence, the Participant will be assigned to a position with the Employer as required by the terms of the Collective Agreement then in force between the Employer and the Association governing such matter.

### **Salary & Benefits After Leave**

**4.8** After participation in the Plan, the Participant's salary and benefits will be as set out in the Collective Agreement then in force between the Employer and the Association governing the matter.

## **5. FRINGE BENEFITS**

The providing of fringe benefits will be as follows:

### **Payment**

**5.1** During a Leave of Absence, the responsibility for payment of premiums for fringe benefits for a Participant shall be as set forth in the Collective Agreement then in force between the Employer and the Association. Where a Participant is obligated to pay the cost of any fringe benefit during the Leave of Absence, the Employer shall pay such cost on behalf of the Participant on their request and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.

## **6. WITHDRAWAL**

### **Upon Termination of Employment**

**6.1** A Participant who ceases to be employed by the Employer must withdraw from the Plan. Within 60 days the Employer shall pay to the Participant the Deferred Compensation Amount as provided in clause 4.4.

### **Consent Required**

**6.2** In extenuating circumstances, such as financial hardship and with the consent of the Employer, a Participant may withdraw from the Plan at any time prior to March 31 in the year in which the Leave of Absence is scheduled to occur. Within 60 days of such withdrawal the Employer shall pay to the Participant the Deferred Compensation Amount as provided in clause 4.4.

### **Upon Death**

**6.3** Should a Participant die the Employer shall within 30 days of notification of such death to the Employer pay the Deferred Compensation Amount to the Participant's estate, subject to the Employer receiving any necessary clearances and proofs normally required for payment to estates.

## **Balance**

**6.4** In any event, the Employer shall pay to the Participant the Deferred Compensation Amount or any remaining balance thereof on or before December 31 of the first Taxation Year commencing after the end of the Deferral Period.

## **7. SUSPENSION FROM PARTICIPATION IN THE PLAN**

### **Notice to Suspend**

**7.1** A Participant may on one occasion while they is participating in the Plan give notice to the Employer stating that the Participant wishes to suspend their participation in the Plan for a period of one year as at September 1 which immediately follows such notice, in which case the Employer shall pay the Current Compensation Amount to the Participant as if they were not participating in the Plan for such year, but the amounts previously retained by the Employer and interest thereon in accordance with clause 3.3 (but less all interest paid to the Participant in accordance with clause 3.4) shall, subject to clause 6.4, continue to be held by the Employer until the Participant withdraws from the Plan or takes a Leave of Absence.

### **Reinstatement**

**7.2** If a Participant has given notice in accordance with clause 7.1, the Participant's participation in the Plan shall be reinstated commencing on September 1 which immediately follows the year in which their participation has been suspended.

## **8. TERMINATION OR AMENDMENT OF PLAN**

### **By Agreement**

**8.1** The Plan may be amended or terminated by agreement between the Employer and the Association. Any amendment(s) shall be binding upon all present and future Participants.

### **Not to Prejudice Ruling**

**8.2** No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

**SCHEDULE B  
DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT**

I have read the terms and conditions of the agreement between the Board of Trustees of Christ the Redeemer Catholic Schools and The Association setting up the Deferred Salary Leave Plan (the "Plan") and understand same and I agree to participate in the Plan under the following terms and conditions. All capitalized terms have the same meaning as in the Plan.

**1. PURPOSE**

The main purpose of my enrolment in the Plan is to permit me to fund a Leave of Absence and not to provide me with benefits on or after retirement.

**2. ENROLMENT DATE**

My enrolment in the Plan shall become effective for the school year commencing.

**3. NUMBER OF YEARS OF PARTICIPATION**

I shall participate in the Plan for school years and my Leave of Absence shall immediately follow thereafter, subject to the provisions of paragraph 4 below.

**4. YEAR OF LEAVE**

In accordance with clause 4.6, I shall take my Leave of Absence during the 20 / school year but I shall have the right in accordance with clause 4.5 to postpone such leave for one school year and the Employer shall have the right to defer such leave for one school year in accordance with clause 4.4.

**5. FUNDING OF LEAVE OF ABSENCE**

In accordance with clause 3.1, I direct that the percentage amounts as set out in this clause be withheld from the Current Compensation Amount with respect to my participation in the Plan for the following school years:

First Year	%		Fourth Year	%
Second Year	%		Fifth Year	%
Third Year	%	OR	For All Years	%

In accordance with clause 3.2, the maximum percentage of Current Compensation Amount deferred in any one year cannot exceed 100 per cent divided by the number of years in the Plan including the Leave of Absence year, without taking into account any deferral under clauses 4.4 and 4.5.

Two Years - Maximum 33 1/3%  
Three Years - Maximum 33 1/3%  
Four Years - Maximum 25%  
Five Years - Maximum 20%

I may by written notice to the Employer given prior to September 1 in any given year alter the percentage amounts for that or any subsequent year.

(Note: To be completed for the school year up to the school year in which the Leave of Absence specified in paragraph 4 above is to commence.)

## 6. PAYMENT OF ACCRUED INTEREST

I direct the Employer to pay Accrued Interest to me on each of the following dates:

- i) the December 31 which occurs at the end of the Taxation Year in which I have become a Participant;
- ii) each December 31 occurring after the date specified in clause i) above; and
- iii) the last day of the Leave of Absence or when the Employer makes a payment under clause 4.4, 6.1, 6.2, 6.3 or 6.4.

\*\*\*\*\*

In order to make the election, the Participant is to initial and if initialed such election shall be deemed to have been made. The effect of the election is that so long as paragraph 6 applies, the Participant will receive Accrued Interest annually rather than every three years.

THIS ANCILLARY AGREEMENT made the 24 day of June, 1997. BETWEEN:

THE BOARD OF TRUSTEES OF CHRIST THE REDEEMER CATHOLIC SCHOOLS,  
being a Board of School Trustees duly constituted under the *Alberta Education Act*,

(hereinafter called "the Employer ") PARTY OF THE FIRST PART AND:

THE ALBERTA TEACHERS' ASSOCIATION (hereinafter called "the Association")

PARTY OF THE SECOND PART

The Employer and the Association agree that for the interpretation of the agreement on a deferred compensation plan:

(i) The word "committee" means a committee of members comprised of members appointed by the Employer and members appointed by the Association.

(ii) The words "administrative expenses" mean internal costs normally incurred by the Employer and not external charges such as may be incurred for the administration of the investment component of the Plan or for consultation, advice, or audit.

(iii) The words "*Alberta Education Act*" mean the "*Education Act*" and all amendments or succeeding statute(s).

(iv) For the purpose of clause 3.2 investment will be made with the (Bank) and in accordance with clause 3.4 the secretary-treasurer will make the annual reports to each Participant as soon as possible after reports have been received from the (Bank).

(v) For the purpose of clause 2.2 and clause 4.4, it is understood that the total number of teachers on Leave of Absence in any one year under the Leave of Absence and Deferred Salary Leave Plan shall not exceed per cent of the number of full-time equivalent teachers on staff.

(vi) On return from leave (4.7, Schedule "A"), a teacher will be assigned to a position with the Employer in accordance with the following priorities:

- (a) the same position previously vacated by the teacher,
- (b) a position similar to that previously vacated by the teacher, or
- (c) a position for which the teacher is qualified in accordance with their training and/or experience.

However, notwithstanding the above, a teacher on leave will not have any advantage or disadvantage in the event that a staff reduction or program change has become necessary in a particular school.

(vii) Sick leave credits will not be accumulated during the year spent on leave.

(viii) It is understood that no increments will be earned by a Participant during the period of leave unless the leave time is used in such a manner that increments would normally be granted as determined in the Association/ Employer Collective Agreement.

(ix) A teacher's benefits will be maintained by the Employer during their Leave of Absence, provided the teacher requests such in writing months prior to date of leave. The teacher shall pay to the Employer the full cost of any benefit premiums paid on their behalf unless otherwise agreed to by the Employer.

IN WITNESS WHEREOF this agreement has been executed by the Parties hereto of the day and year first written above