

COLLECTIVE AGREEMENT

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

BETWEEN

**GREATER ST. ALBERT ROMAN CATHOLIC
SEPARATE SCHOOL DIVISION**



and



THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this _____ day of _____, 2020 between Greater St. Albert Roman Catholic Separate School Division (Division) and the Alberta Teachers' Association (Association).

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

Effective date of ratification of the 2018-20 local memorandum of agreement (February 10, 2020), the whereas statement above is repealed and replaced by the following whereas statement: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.

As partners, the Division and its teachers are committed to the development of quality education opportunities for students in the context of Catholic Christian values. The Division and its teachers acknowledge that this commitment will be realized when effective communications and a relationship based on mutual trust exist between the parties.

The teachers recognize that basic to the proper management and administration of the school system, it is the Division's right and responsibility to formulate and adopt policy and regulations, not specifically limited by the terms of this agreement. The Division will exercise its rights in a fair and reasonable manner consistent with the mission statement, beliefs and values of the Division.

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

AND WHEREAS the parties desire that these matters be set forth in an agreement to govern all the terms of employment of the said teachers,

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

- 1.1.1 *The salaries and herein specified terms and conditions of the teacher's employment with the Division are governed exclusively by the provisions of this agreement and any statutory provisions relating thereto.*
- 1.1.2 *All teachers shall, as a condition of their employment by the Division, be and remain members of the Association.*

Effective February 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 Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.

- 1.2 *Excluded Positions - Superintendent, Deputy Superintendent, Assistant Superintendent and Associate Superintendent*
- 1.3 *Effective February 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 Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
 - 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.4.2 *has exclusive authority to bargain collectively with each Division on behalf of the teachers in each bargaining unit with respect to local terms and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective February 10, 2020)*
 - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an Employer 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*

Divisions and to bind the Divisions in any agreement with respect to central terms.

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

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

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

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

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

1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*

1.10 *Effective February 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 a Division or the Association must be served after, but not more than 60 days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*

2.4.1.1 *The Association shall address its notice of intent to the Secretary-Treasurer of the Board and the Board shall address its notice of intent to the Coordinator, teacher welfare, the Association.*

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

2.5 Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6 Meet and Exchange

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

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

2.6.2.1 *The initial meeting(s) shall be used to establish ground rules and procedures to be used in collective bargaining.*

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

2.8 Provision of Information (Effective until February 10, 2020)

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

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

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

- b) *Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
- c) *Most recent Division financial statement;*
- d) *Total benefit premium cost;*
- e) *Total substitute teacher cost; and*
- f) *Total allowances cost.*

2.8 *Provision of Information (Effective February 10, 2020, the following clause repeals and replaces clause 2.8 above)*

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

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

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

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent Division financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and*

2.8.2.6 *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 The salary schedule shall be applied on a full increment basis.

- 3.1.2 The regular date of payment shall be on the 25th of each month except when the 25th falls on a weekend or holiday then the payment shall be on the last day prior to the said weekend or holiday.
- 3.1.3 Substitute teachers shall receive payment on the 10th of the month following the month of provision of service.

3.2 Grid

- 3.2.1 The Division shall pay all teachers the salaries and allowances as provided for in this collective agreement.
- 3.2.2 The amount of university education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the Division.
- 3.2.3 **(a) SEPTEMBER 1, 2018 TEACHER SALARY GRID**

<i>EDUC</i>	<i>FOUR</i>	<i>FIVE</i>	<i>SIX</i>
<i>EXP</i>			
<i>0</i>	<i>59,067</i>	<i>62,580</i>	<i>66,613</i>
<i>1</i>	<i>62,506</i>	<i>66,021</i>	<i>70,045</i>
<i>2</i>	<i>65,927</i>	<i>69,459</i>	<i>73,484</i>
<i>3</i>	<i>69,361</i>	<i>72,888</i>	<i>76,905</i>
<i>4</i>	<i>72,804</i>	<i>76,329</i>	<i>80,340</i>
<i>5</i>	<i>76,329</i>	<i>79,844</i>	<i>83,866</i>
<i>6</i>	<i>79,844</i>	<i>83,364</i>	<i>87,381</i>
<i>7</i>	<i>83,364</i>	<i>86,881</i>	<i>90,903</i>
<i>8</i>	<i>86,881</i>	<i>90,404</i>	<i>94,418</i>
<i>9</i>	<i>90,404</i>	<i>93,918</i>	<i>97,942</i>
<i>10</i>	<i>93,918</i>	<i>97,436</i>	<i>101,456</i>

3.2.4 **Salary Adjustment:**

- 3.2.4.1 **Termination of Teaching between One Hundred (100) and Two Hundred (200) Days:** A full-time teacher under contract for a period including all the teaching days of a school year, but who teaches one hundred (100) or more days, shall be paid on a one-twelve ($\frac{1}{12}$) basis for each month and adjusted in June or on completion of service for that school year to their full annual salary less one two-hundred ($\frac{1}{200}$) part of their annual salary for each day upon which they did not teach.
- 3.2.4.2 **Termination of Teaching after One Hundred (100) Days:** Notwithstanding clause 3.2.4.1, a full-time teacher under contract for a period including all the teaching days of a school year, but who terminates their service prior to the end of the school year, but having taught one hundred (100) days, shall be paid on a one-twelve ($\frac{1}{12}$) basis for each month and adjusted upon termination of service to one two-hundred ($\frac{1}{200}$) part of their annual salary for each day taught.
- 3.2.4.3 **Termination of Teaching before One Hundred (100) Days:** A full-time teacher under contract for a period including all the teaching days of a school year but who teaches fewer than one hundred (100) teaching days, shall be paid on a one-twelve ($\frac{1}{12}$) basis for each month and adjusted upon termination of service to one two-hundred ($\frac{1}{200}$) part of their annual salary for each day taught.
- 3.2.4.4 **Contract Period less than Two Hundred (200) Days:** A full-time teacher under contract for a period that does not include all the teaching days of a school year shall be paid on a one-twelve ($\frac{1}{12}$) for each month and adjusted upon termination of service to one two-hundred ($\frac{1}{200}$) part of their annual salary for each day taught.

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

- 3.3.1 *The Association's 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 among Alberta Department of Education, the*

Alberta Teachers' Association, and the Alberta School Boards' Association (formerly Alberta School Trustees Association) dated on March 23, 1967.

- 3.3.2 *The adjustment date for changes in the allowance for teacher education, for teachers presently on staff, shall be September 1 or January 1, providing the certificate of evaluation setting forth teacher education for salary purposes is submitted to the Secretary Treasurer within sixty (60) calendar days. Retroactive pay adjustments resulting from a change in evaluation of teacher qualifications will be included in the November pay for evaluations received prior to November 1 and in the March pay for evaluations received prior to March 1. If submitted after these dates, changes in allowances shall take effect on the first of the month following submission.*
- 3.3.3 *The adjustment date for changes in the allowance for all new appointees to the staff shall be the first day of commencement of duties providing the certificate of evaluation setting forth teacher education for salary purposes, or proof of having applied for same, is submitted to the Secretary Treasurer on or before the sixtieth (60th) calendar day following the commencement of duties. If submitted after this date it shall take effect on the first of the month following submission.*
- 3.3.4 *No payment shall be made for teacher education or any other educational allowance which should have been claimed in previous years.*
- 3.3.5 *Where a teacher has appealed a ruling by TQS and has had their recognized years of education increased, salary will be adjusted retroactively to the commencement of employment with the Division or to the effective date of the application of the ruling whichever is later.*

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

3.4 Experience (Effective until August 31, 2019)

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

- 3.4.3 *Previously unrecognized experience gained in one school year with a Division may be carried over for calculation of experience increments in the following school year with that same Division.*
- 3.4.4 *These provisions take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a Division being carried over for calculation of experience increments in the 2017-18 school year with that same Division.*
- 3.4.5 *A year of teaching experience is any one school year during which a teacher under contract has received salary for not less than one hundred and twenty (120) full days.*
- 3.4.6 *Effective September 1, 2017, a teacher will be granted credit for an experience increment when the accumulated total of equivalent full days during which service is provided to the Division within two consecutive years with the Division is one hundred and twenty (120) days or more.*
- 3.4.7 *Notwithstanding any of the foregoing and in accordance with the Education Act, teaching experience obtained by a teacher prior to engagement by the Division is counted as if it had been teaching experience in schools under the Division's jurisdiction.*
- 3.4.8 *The adjustment date for change in the number of increments allowed for the teaching experience shall be at the commencement of the school year.*
- 3.4.9 *Substitute teachers will be granted credit for an experience increment for salary purposes when the accumulated total or equivalent full days taught is one hundred and twenty (120) days or more in accordance with clause 3.4.1.b*
- 3.4.10 *Notwithstanding any of the foregoing:*
- 3.4.10.1 *A teacher holding a Letter of Authority is not, until they submit proof of holding an Alberta Teaching Certificate, entitled to receive more than five (5) experience increments.*
- 3.4.10.2 *No teacher shall receive increments for experience gained while they were not holding a valid teaching certificate.*
- 3.4.10.3 *A teacher contracted to teach less than full-time shall receive a salary according to their placement on the*

salary schedule, prorated in proportion to the time contracted.

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 Division.*

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

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

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

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

Prior Experience

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

- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Division shall be deemed to have zero years of experience on the salary grid.*
- b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*

- c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7 *The Division shall recognize prior teaching experience as if it was earned by employment with the Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8 *A teacher requesting that the Division recognize experience earned with a previous Division shall provide to the Division written confirmation from the previous Division 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 Division.*
- 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 Divisions covered by PECBA. At the time of movement from another Division, the receiving Division shall assume the recognition of experience provided by the previous Division.*
- 3.4.10 *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*
- 3.4.11 *Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

3.5 Special Considerations – Vocational Teachers

- 3.5.1 *A career and technology studies (CTS) trade teacher is a person, who has a valid Alberta teaching certificate, and instructs at least half time of a full-time equivalent (0.5 FTE) in their area of trade certification as a journeyman.*
- 3.5.2 *Industrial trade experience means industrial trade experience in the area of trade certification for which the teacher will be*

teaching, which experience was obtained while holding a valid journeyman certificate for the area in which the teacher will be teaching. One year of full-time industrial trade experience shall be time equivalent to 2000 hours worked per year as a journeyman.

- 3.5.3 *The Division will recognize a vocational teacher's trade experience by initially placing the teacher on the grid at their years of experience in the trade divided by two and rounded down to the closest year of experience and a minimum of four (4) years of education.*
- 3.5.4 *Industrial trade experience will only be recognized if the teacher holds a journeyman certification, as a condition of employment by the Division, and if:*
- a) *the teacher instructs in their area of trade certification as a journeyman, on at least a 0.5 full-time equivalent basis, and*
 - b) *the teacher's prior industrial trade experience through verifiable employment was obtained while holding a valid journeyman certificate for the area in which the teacher will be teaching, and*
 - c) *the verifiable documents provided are either from a third party Employer, or, in the case of self-employment, filed tax returns which confirm work in the area for which the teacher holds a valid journeyman certificate and will be teaching.*

3.6 Other Rates of Pay

- 3.6.1 Teachers required to teach at more than one site, in a given school day, and are preapproved to use their own vehicle, shall be compensated for travel between sites at the per kilometrage rate approved by the Division.
- 3.6.2 A teacher who is engaged by an Alberta Teachers' Association Convention Association as a speaker shall be entitled to retain any honorarium and/or stipend provided by the Convention Association in addition to their regular salary and allowances for that day provided the leave is approved by the Division.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Administration Allowances

- 4.1.1 All Allowances, except for the Principal allowance, shall be pro-rated based on the total FTE.

- 4.1.2 Allowances shall only be paid for the period of the school year the teacher is in the position
- 4.1.3 In addition to the salary rates, there shall be paid functional allowances as follows:
 - 4.1.4 Principals shall be paid an allowance at the per annum rate a sum equal to 19.75% of the maximum of the fourth year of teacher training. As well, each Principal shall be paid the per annum ratio rate of \$299.04 per full-time equivalent teacher, as set at September 30 of the teaching year, in the school in which they are the designated Principal. A qualified teacher appointed to the position of Division Principal shall maintain the salary and allowance they received at the previous position held within the Division.
 - 4.1.4.1 *Effective September 1, 2019, notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*
 - 4.1.5 Vice-Principals shall be paid 55% of the Principal's rate.
 - 4.1.5.1 *Effective September 1, 2019, the minimum allowance for Vice-Principal will be adjusted in accordance with current proportionality to the Principal allowance.*
- 4.1.6 A teacher designated as a Director shall be paid 38% of the maximum of the fourth year of teacher training.
- 4.1.7 A teacher designated to act as a Consultant shall be paid a per annum allowance equal to 18% of the maximum of the fourth year of teacher training.
- 4.1.8 A teacher designated to act as a Coordinator shall be paid a per annum allowance equal to 10% of the maximum of the fourth year of teacher training.
- 4.1.9 A teacher engaged in the classroom instruction of Religion 75% or more of their assigned teaching time shall be paid an allowance equal to 7% of the maximum of the fourth year of teacher training.
- 4.1.10 A teacher designated to act as a Department Head shall be paid a per annum allowance equal to 7% of the maximum of the fourth year of teacher training.

4.1.11 A teacher designated to act as a Learning Support Facilitator shall be paid a per annum allowance equal to 7% of the maximum of the fourth year of teacher training.

4.1.12 In the application of the above clauses, no teacher shall receive more than one allowance. In the event of a teacher being eligible for more than one allowance, they shall receive the greater of the allowance payable.

4.1.13 Payment of Allowance - Change in Designation

Where a change in designation occurs during the school year, the allowance for the designation shall be calculated on the basis of one two-hundred ($\frac{1}{200}$) for each day.

4.2 Red Circling

4.2.1 When an administrator is transferred to a smaller school, the administrator's allowance shall be maintained at the previous level in the first two (2) years of the new assignment, or until the new rate exceeds the previous rate, whichever comes first.

4.3 Acting/Surrogate Administrators – Compensation

4.3.1 When in the absence of the Principal, the Vice-Principal acts in their place for a period of five (5) or more consecutive school days, the Vice-Principal shall be assigned as Principal designate and shall receive an allowance equivalent to that of the Principal for the period during which they are designated. In absence of the Principal and Vice-Principal(s), a teacher may be named Vice-Principal designate and shall receive an allowance equivalent to that of the Vice-Principal for the period during which they are designated.

4.3.2 When in the absence of the Principal and Vice Principal, a teacher acts in an administrative capacity for a period of one (1) or more consecutive school days, the teacher shall receive a daily allowance of \$48.62 for the period during which they are so designated.

4.4 Teachers with Principal Designations (Effective until February 9, 2020)

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

will continue, and if it continues, it is deemed to be a continuing designation.

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

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

4.4 Teachers with Principal Designations (Effective February 10, 2020, the following repeals and replaces clause 4.4 above)

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

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

4.5 Other Administrator Conditions

4.5.1 Vice Principal Appointments

In a school, other than St. Gabriel Cyber School, where there are two hundred (200) or more pupils, the Division shall designate one or more teachers to be Vice Principals.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 *Effective until April 30, 2019, the substitute teacher rate will be \$221.49.*

5.1.2 Half daily rates

5.1.2.1 Substitute teachers shall have a minimum call-out of one-half (1/2) the daily rate of pay and with the remaining time with a pro-rated rate of pay.

5.1.2.2 When the assignment is longer than one-half of the instruction time for any given day, payment will be calculated by the number of minutes taught proportionate to the total minutes of instruction for that location.

5.1.2.3 When the assignment is the 'shorter half' of the day, the half-day rate will be paid.

5.1.2.4 A substitute teacher who is called in prior to the noon break shall be paid one-half (1/2) day for the afternoon, plus the additional pro-rated instructional time taught prior to noon, but in no event will a substitute be paid more than one (1.0) of the daily rate for a day worked.

5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$208.95 plus six percent (6%) vacation pay of \$12.54 for a total of \$221.49.*

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 Number of days to go on grid

When a substitute teacher teaches in the same classroom for a period of five (5) or more consecutive days, that teacher will be paid one two-hundred ($\frac{1}{200}$) of their salary as on the salary schedule effective from the first day taught in that classroom.

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

5.3 Other Substitute Teacher Conditions

5.3.1 By August 1 of each year, substitute teachers shall be issued a statement of the number of days taught during the past school year.

5.3.2 When a substitute teacher has accepted employment, such employment shall not be cancelled without at least twenty-four (24) hours notice upon the following conditions:

- a) when cancellation is initiated by the Division, the above will occur
- b) if notice is not provided within twenty-four (24) hours, the substitute may be reassigned to other duties within the school.

Where the anticipated employment is greater than one day, the second and subsequent days may be cancelled within twenty-four (24) hours notice.

5.3.3 *If the Superintendent or designate directs a Substitute to attend a Divisional Professional Development event, exclusive of training to maintain their status as an employee (ie, required Anaphylaxis or OH&S training), the Division will recognize payment for the day worked at the daily substitute teacher rate.*

6. PART TIME TEACHERS

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

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

6.2 *Part-time Teachers Salaries*

6.2.1 *Effective September 1, 2017, a teacher will be granted credit for an experience increment when the accumulated total of equivalent full days during which service is provided to the Division within two consecutive years with the Division is one hundred and twenty (120) days or more.*

6.3 *Part-time Teachers Benefits, Leaves and Proration*

6.3.1 *Effective July 1, 1992, all part-time teachers who are not under continuous contract shall have all paid benefit premiums prorated to the portion of full-time equivalent worked.*

6.3.2 *For part-time teachers, one (1) day of leave under clauses 12 and 14, means one of the teacher's scheduled working days.*

6.4 Other Part-time Teacher Conditions

6.4.1 Assigned instructional time for part-time teachers will be prorated in accordance with their full-time equivalency.

6.4.2 A continuous part-time teacher shall not have their assignment varied by more than 0.2 without mutual agreement. The timetable for a continuous part-time teacher shall be contiguous unless otherwise mutually agreed.

6.4.3 Job Sharing

6.4.3.1 Where two teachers wish to share one full-time teaching position, they may apply to the Division for a shared job assignment. Such application must be made no later than April 30 of the school year immediately preceding the year in which the job sharing is to take place.

6.4.3.2 A shared job assignment may be granted by the Division in accordance with the following terms:

6.4.3.3 The proportion of a full-time position taught by each teacher shall be mutually decided by the two teachers and must be agreeable to the Division.

6.4.3.4 Notwithstanding any other clause in this agreement, the cost of premiums for benefits for which the teachers are eligible under the terms of this agreement shall be shared between each teacher and the Division. The Division shall be responsible for the proportion of

benefit costs equal to the proportion of the full-time position taught by each teacher.

- 6.4.3.5 On approval of the application of the teachers, the Division shall grant the shared job assignment for a guaranteed period of one school year. By April 30 in the school year of the shared job assignment, the teachers involved must advise the Division that they wish to return to their former status, or they must apply for a continuation of the shared job assignment.
- 6.4.3.6 In the event that one of the teachers involved in the shared teaching position ceases to perform their teaching duties for any reason whatsoever, the Division may, upon fourteen (14) days notice in writing, require the other teacher involved to assume the full-time duties of the formerly shared position.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premium paid by Division

- 7.1.1 *The Division shall effect and maintain Group Life Insurance applicable to and for the benefit of teachers in its employ and shall contribute an amount equal to 100% of the cost of such insurance. This insurance is Plan 2 of the Alberta School Employee Benefit Plan (ASEBP).*
- 7.1.2 *The Division shall effect and maintain Group Extended Disability Salary Continuance coverage applicable to and for the benefit of the teachers in its employ. This plan is designated as Plan D of the ASEBP and the Division shall pay an amount equal to 100% of the cost of such insurance.*
- 7.1.3 *The Division shall effect and maintain a Group Dental Plan applicable to and for the benefit of teachers in its employ and shall contribute an amount equal to 100% of the cost of such insurance. This Dental Plan is designated as Plan 3 of the ASEBP.*
- 7.1.4 *All teachers shall be members of the Life Insurance, Accidental Death and Dismemberment, and Extended Disability Plans of the ASEBP. All teachers shall be members of the ASEBP, Dental Plan 3.*
- 7.1.5 *Notwithstanding clauses 7.1.3 and 7.1.4, an employee may waive participation in the Dental Plan by stating they have their coverage in the Plan through their spouse.*

- 7.1.6 *The Division shall deduct from the monthly salary cheque of all teacher members of the said plan(s) the monthly premiums and shall remit same to the appropriate company as required.*
- 7.1.7 *It is understood that a teacher who becomes eligible for receipt of disability benefits as provided by the ASEBP will not be entitled to receive sick pay benefits as provided for elsewhere in this collective agreement.*

7.2 Health and Hospital Insurance

- 7.2.1 *The Division shall contribute 100% of the group premium rate towards the cost of each employee's premium for coverage under the ASEBP Extended Health Care Benefits Plan 1.*
- 7.2.2 *The Employment Insurance Commission rebates shall be retained by the Division to be applied towards the premium costs of Plan 1, ASEBP.*
- 7.2.3 *Notwithstanding clause 6.3.1, all current full-time teachers on a continuous contract may, for a predetermined time, agree to be placed on a part-time contract and continue to retain full-time paid benefits.*
- 7.2.4 *The Division will maintain an Employee Family Assistance Policy.*
- 7.2.5 *Effective September 1, 2014, the Division shall contribute 100% of the group premium rate towards the cost of each employee's premium for coverage under the ASEBP Vision Plan 3.*

7.3 Health Spending Account and Wellness Spending Account

- 7.3.1 *Effective June 1, 2004, the Division agrees to contribute an amount equal to 1.0% of each eligible teacher's annual employment earnings during each fiscal year to a Health Care Spending Account for the benefit of that teacher and their dependant(s). Eligible teachers are those teachers eligible to participate in the benefit plans pursuant to Clause 7.0 of this agreement.*

Effective September 1, 2019, the minimum amount of Health Spending Account will be \$725.

- 7.3.2 *Effective March 1, 2020, and contingent upon approval from ASEBP as to the date of commencement, the Division shall provide a Health Spending Account /Wellness Spending Account (HSA/WSA) to all eligible teachers. The Division will contribute an amount equal to 1% of each eligible teacher's annual employment*

earnings during each fiscal year to a Health Care Spending account/Wellness Spending Account to the benefit of that teacher and their dependent(s). Eligible teachers are those teachers eligible to participate in the benefit plans pursuant to article 7 of this agreement. The plan shall be administered by ASEBP in accordance with the Canada Revenue Agency and the *Income Tax Act* of Canada.

7.3.3 *Subject to implementation by ASEBP during the period of entitlement under the “own occupation” provision, a teacher on Extended Disability Benefits shall receive a Health Spending Account equal to 1.0% of the Division and the ASEBP salary portions.*

7.4 Other Group Benefits

7.4.1 For teachers who are not eligible for benefits under clause 7.0 of this Agreement, the Division will provide a one-time reimbursement of no more than two hundred dollars (\$200) per school year to a teacher who incurs loss or damage to eyeglass frames and/or lenses during the performance of duties. If the teacher is covered under any other insurance plan, claims may be made to reimburse only costs not covered under the other plan.

8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

8.1.1 *It is the Division’s intent to ensure that schools operate as closely as possible to the required hours of instruction as mandated by Alberta Education, that is, nine hundred and fifty (950) hours of instruction per year for elementary and junior high schools and one thousand (1,000) hours per year for senior high schools. The parties recognize that schools require flexibility to meet their unique organizational and program needs.*

8.1.2 *Full-time elementary and junior high school teachers may be assigned up to 93.3% of the total yearly instructional time of the school.*

8.1.3 *Full-time teachers in senior and combined junior-senior high schools may be assigned up to 87.5 % of the total yearly instructional time of the school.*

8.1.4 *It is acknowledged that schools may require some flexibility in deploying teaching staff to meet the educational needs of students. In the event that a school considers exceeding nine hundred and fifty (950) instructional hours at the elementary and*

junior high and one thousand (1,000) instructional hours at high school, such changes shall be determined through a collaborative process as outlined in Appendix D.

- 8.1.5 *On or before January 31 of each year, a joint committee consisting of equal representation of the parties shall review this article. Following the third year of its implementation, such a review shall occur upon the request of either party.*
- 8.1.6 *The Policy Advisory Committee with membership of at least one teacher from each school elected by the staff, one teacher appointed by the local, one member appointed by the Canadian Union of Public Employees, Local 2550, one member appointed by the Unifor of Canada, Local No. 72-A, two members of the Division, Superintendent, Assistant Superintendent, one member from the maintenance section of the Division and one Principal from the Superintendent's advisory council shall have the powers of a committee set up by the Division. It shall be responsible for preparing recommendations for the Division concerning the operation of the schools.*
- 8.1.7 *Effective September 1, 2017, teacher assignable time will be capped at 1200 hours per school year.*

8.2 Assignable Time Definition

- 8.2.1 *Assigned Time is defined as the amount of time that Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
- a) operational days (including teachers' convention)*
 - b) instruction*
 - c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
 - d) parent teacher interviews and meetings*
 - e) Division and school directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3*
 - f) staff meetings*
 - g) time assigned before and at the end of the school day*

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

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

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

a) the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).

b) the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.

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

8.3 Duty Free Lunch

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

8.3.1 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 Division.

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

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

8.4 Other Conditions of Practice

8.4.1 Lunch Time and Noon Hour Supervision

8.4.1.1 The Division shall ensure that each school budgets an amount equal to \$10.00 per full-time equivalent student to provide for lunch time and noon hour supervision. The fund may be utilized for alternate purposes at the discretion of the professional staff in the individual schools.

8.4.2 The Division agrees that if the new teacher orientation occurs outside the operational school year, new teachers who attend will be provided with a day in lieu and will have benefit coverage for the day. The day in lieu may be taken during the school year at a time mutually agreed upon by the teacher and the school principal, without loss of pay or benefits. A substitute, if required, will be provided at no cost to the teacher or the school. The day in lieu may not be carried over to the following school year and if not taken will be forfeited.

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 Division's goals.*

9.1.2 *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*

9.1.3 *Divisions and/or schools are not restricted in developing their own staff development plan in which the Division and/or school may require teachers to participate.*

9.2 Professional Development Funds

9.2.1 The Board of Trustees shall ensure that each school budgets an amount equal to \$100 per full-time equivalent teacher for professional development activities.

9.2.2 Professional development activities (conferences, university course tuition, professional reading materials, etc.) are eligible for the funding from the professional development budgets of schools which is fair, equitable, and provides consistent financial support for the eligible professional development activities.

- 9.2.3 There shall not be prescribed criteria (a 'one size fits all' application) for the determination of which professional development activities are eligible for funding and for the amount of funding for such activities.
- 9.2.4 The school-based budget for professional development will be made known to staff annually.
- 9.2.5 The Principal of each school shall lead a collaborative decision-making process to decide criteria and the amount of funding for professional development activities.
- 9.2.6 The Principal of each school shall ensure there is an appropriate allocation of the professional development budget to support the annual professional development needs of teachers.
- 9.2.7 The Principal of each school shall ensure there is an appropriate allocation of the professional development budget to support the annual school improvement plan and emergent needs of the school.
- 9.2.8 The Principal of each school shall provide for an appropriate allocation of the professional development budget to support the development of the Principal and Vice Principal's instructional leadership.
- 9.2.9 There will be a provision for a carry-forward of the unspent professional development budget to address longer-term outcomes, when permitted by Alberta Education.

9.3 Tuition Reimbursement

- 9.3.1 The Division shall pay actual cost of tuition fees up to \$700 per course for courses approved by the Superintendent or designate provided that the employee successfully completes the course.
- 9.3.2 Tuition fees to be paid under the preceding clause should include regular fees for approved courses but exclude non-resident fees, student activity fees and any other similar fees.

9.4 Sabbatical Leave

- 9.4.1 Sabbatical leave shall mean leave of absence granted at the discretion of the Division on application by a teacher for the following reasons:
 - a) Study approved by the Division for improving the teacher's academic or professional education;

- b) Travel or experience which is approved by the Division as being useful in improving the teacher's service;
 - c) For other personal reasons.
- 9.4.2 To be eligible for sabbatical leave under clause 9.4.1 a), the teacher shall have served the Division for five (5) consecutive years.
- 9.4.3 To be eligible for sabbatical leave under clauses 9.4.1 b) and c), the teacher shall have served the Division for ten (10) consecutive years.
- 9.4.4 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to their duties following expiration of their leave and shall not resign or retire from teaching service, other than by mutual agreement between the Division and the teacher, for a period of at least two years after resuming their duties.
- 9.4.5 All applications for sabbatical leave shall be submitted to the Division by February 1 preceding the school year in which the sabbatical leave is to commence.
- 9.4.6 The Division shall, after reviewing the applications for sabbatical leave, determine both the number and the persons to be granted sabbatical leave of absence after considering the seniority of each applicant and the interests of the school system.
- 9.4.7 A teacher who is granted sabbatical leave for a full year shall receive as salary sixty per cent (60%) of the fourth year maximum shown in grid under clause 3.2.3 of the agreement in effect for them during the year while they are on sabbatical leave payable in equal monthly installments.
- 9.4.8 A period of sabbatical leave shall not be considered as an equal period of classroom service for salary purposes.
- 9.4.9 Upon resumption of duties, the teacher shall be returned to a position with the Division. This applies only to leave granted under clause 9.
- 9.4.10 A teacher who has twelve (12) years of service with the Division may be granted a leave of absence for one (1) year at twenty per cent (20%) of salary on the approval of the superintendent or designate providing there is no cost to the Division.

10. SICK LEAVE / MEDICAL CERTIFICATES AND REPORTING

- 10.1 *Sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of illness, injury or disability of the teacher.*
- 10.2 *A teacher on a continuous contract, or teacher in the second subsequent school year of continuous service with the Division, shall have available sick leave entitlement, with pay and benefits, of ninety (90) consecutive calendar days. This period shall serve as the elimination period for the Extended Disability Benefit Plan.*
- 10.3 *A teacher who has been absent on sick leave and returns to regular duties shall have the ninety (90) calendar days of sick leave entitlement reinstated.*
- 10.4 *A teacher on contract, not covered by clause 10.2, shall have available sick leave entitlement, with pay and benefits, of a total of twenty (20) teaching days or the number of teaching days determined by dividing by nine (9) the total number of teaching days that the teacher taught for the Division during the school year, whichever is the lesser number of teaching days. A teacher in the second year of employment with the Division, not covered by clause 10.2, shall be entitled to carry forward the unused portion of the sick leave from the previous year.*
- 10.5 *If a teacher is absent from school duties to obtain necessary medical or dental treatment or because of illness, injury or disability for a period or periods exceeding the teacher's sick leave credits, the teacher shall be paid the teacher's salary to the extent of the sick leave which stands to the teacher's credit and the teacher's sick leave shall then be reduced accordingly.*
- 10.6 In the event that a teacher is absent on sick leave:
- 10.6.1 When sick leave is for a period of three days or less, a teacher may be requested to provide a declaration, on a form to be provided by the Division, no later than the last day of the month in which the leave is accessed;
- 10.6.2 When sick leave is for a period in excess of three consecutive teaching days, a teacher may be requested to provide the Superintendent a certificate signed by a medical practitioner indicating the absence was necessitated by medical disability. Such certificate shall be provided within one week of the request;
- 10.6.3 A teacher who has been absent due to illness for thirty (30) or more calendar days shall be required to provide a completed Return to Work Certificate, Appendix C, before returning to duties;

- 10.6.4 Upon submission of a receipt for the cost of completing a medical certificate, along with the completed certificate, the Division shall reimburse the teacher for charges levied by a medical practitioner for the completion of the medical certificate as per clauses 10.6.1, 10.6.2 and 10.6.3.
- 10.7 *A teacher who may meet the qualifying requirements for extended disability benefits shall apply for such benefits at the teacher's earliest opportunity and shall not be entitled to additional sick leave benefits after ninety (90) consecutive calendar days.*
- 10.8 *Teachers employed by the Division who are on the Defined Extended Disability Plan shall have benefit premiums paid by the Division as specified.*
- 10.9 *Where a teacher is eligible to receive extended disability benefits and where the teacher has insufficient sick leave to cover the period of time that the teacher must wait prior to receiving benefits under the Extended Disability Plan and where the teacher does not qualify for benefits under the employment insurance legislation, the Division shall provide a payment equivalent to the payment the teacher would have received had the teacher been eligible for employment insurance coverage, to a maximum of ninety (90) calendar days less the number of days accumulated under clause 10.4.*
- 10.10 *In the case of a teacher returning from extended disability leave, should the teacher suffer from a recurrence of the same disabling condition, the relevant provisions to the ASEBP will apply immediately. Once approved, the extended disability benefit shall be effective the first day of absence due to the recurrence.*
- 10.11 *During periods of unpaid leaves of absence, a teacher shall not be entitled to accumulate or apply sick leave except as provided in clause 11.1 and 11.2 (depending on the effective dates of the leave). The teacher shall retain the number of days of accumulated sick leave at the date of the leave commencement.*
- 10.12 *When a teacher leaves the employ of the Division, all accumulated sick leave shall be cancelled. Notwithstanding, in the case of a teacher who has five (5) or more years of service with the Division and re-enters the employ of the Division, the sick leave accumulated under clause 10.1 during the period of employment with the Division shall be reinstated provided, however, that the teacher re-enters within a period of two years and that during this absence they were not employed by another school Division.*

10.13 *A teacher who, as of August 31, 2000, is on sick leave may remain on sick leave up to a maximum of the teacher's current entitlement. At the conclusion of that period of sick leave, the provisions of this agreement will apply.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

11.1.1 *Teachers are entitled to maternity leave, to a maximum of fifteen (15) weeks, which shall be granted as specified below:*

11.1.2 *The maternity leave will begin at the discretion of the teacher. The teacher shall, when possible, notify the Division of their leave requirements three months in advance of the first day of leave. Such notice shall include the expected due date.*

11.1.3 *The Division may request a statement from a physician indicating the approximate date of delivery.*

11.1.4 *Maternity leave shall be without pay except as provided in Clause 11.1.5, but with employer contributions to employee benefits as provided in Section 7.0.*

11.1.5 *When, during their maternity leave, a teacher is unable to work for medical reasons associated with their pregnancy, the teacher shall be eligible for the Districts' Supplemental Unemployment Benefits (SUB) which shall provide teachers on maternity leave with 100% of their earnings. The SUB benefits shall be available to teachers to a maximum of ninety (90) calendar days or for the period corresponding to the teacher's accumulated sick leave. The teacher will access extended disability benefits after ninety (90) calendar days of continuous medical absences.*

11.1.6 *Teachers returning from maternity leave shall be returned to the position held at the commencement of the leave.*

11.2 Teachers are entitled to parenting leave as specified below:

11.2.1 *Parenting leave may be available to either or both parents of a newborn or newly adopted child. The Division may consider requests from parents who are both employees to share this leave simultaneously and shall consider such requests in the context of operational requirements.*

- 11.2.2 *Parenting leave shall be without pay and without employer contributions to employee benefits, except that in the case of adoption the first eight (8) weeks of the leave shall include employer contribution to benefits.*
- 11.2.3 *Parenting leave is available for thirty-seven (37) weeks and may be extended, at a maximum, to the end of the school year following the school year in which the birth or adoption occurred. In cases where it follows maternity leave it must be taken immediately following the maternity leave.*
- 11.2.4 *Teachers shall notify the Division of their intent to take such leave as soon as possible, but no later than four (4) weeks preceding the effective date of the leave (except in the case of adoption where it may not be possible to do so).*
- 11.2.5 *Teachers shall establish their return date in consultation with the Superintendent.*
- 11.2.6 *Teachers will be returned to the position held at the commencement of the leave or to a position which most nearly equates with that position, commensurate with training and experience.*
- 11.2.7 *Teachers not returned to the same position shall be given reasonable notice of their change of assignment.*
- 11.3 *Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave*
 - 11.3.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
 - 11.3.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the Division to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*
 - 11.3.3 *Notwithstanding Clause 11.3.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Division will continue paying the Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
 - 11.3.4 *A teacher who commits to Clause 11.3.3 is responsible to repay the amount of the Division paid benefit premiums, and shall*

reimburse the Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.

- 11.3.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Division paid benefit premiums, and shall reimburse the Division upon receipt of an invoice.*
- 11.3.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Division under Clause 11.3.3 the teacher is not eligible to reapply for additional consideration under Clause 11.3.3.*

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 11.1,11.2 and 11.3 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 Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4 *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.1.5 *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

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

11.3 Salary Payment and Benefit Premium

- 11.3.1 *The Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) 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 Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5 *The Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

In addition to the foregoing, a teacher may apply for leave of absence for other personal reasons. The Superintendent or designate in their discretion may grant such leaves with pay providing the leave does not exceed five (5) days in any school year.

12.1 The Division will provide the substitute for the first day at no cost to the teacher.

12.2 For the remaining days, the Division will deduct the cost of the substitute teacher, as per clause 5.1, from the teacher on leave.

13. ASSOCIATION LEAVE AND SECONDMENT

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

13.2 *Upon written request to the superintendent or designate, the Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Division. The Association will reimburse the Division as per clause 13.1. Such leaves will not be unreasonably denied.*

13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Division, the teacher, and the Association and is at no cost to the Division.*

13.3.1 Subject to operational requirements and the approval of the Superintendent, a teacher who is elected president of ATA Local 23 shall be granted a 0.2 FTE release time for one year, and the Local shall reimburse this cost to the Division, with no cost to the Division.

13.4 *During such secondment, the Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Division for all*

payments made by the Division to the teacher or on his/her behalf while on secondment under this clause.

14. OTHER LEAVES

A teacher is entitled to a temporary leave of absence with pay under clauses 14.1, 14.2, 14.3, 14.4 and 14.6, and such leave is deemed to be an authorized absence approved by the Division pursuant to Section 220(1) (d) i) of the *Education Act*, Chapter E-0.3.

Notification of the taking of leaves under clauses 14.14 and 14.15 shall be made as soon as possible to the teacher's or administrator's immediate supervisor.

BEREAVEMENT

14.1 For not more than five (5) operational days because of the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouse, child, grandchild, parent, brother, sister, grandparent, parents of spouse or other relative who is a member of the teacher's household. These leaves may be extended upon application to and at the discretion of the Division.

14.1.1 For not more than two calendar days of travel necessitated under clause 14.1.

14.1.2 For not more than two calendar days for anyone not mentioned under clause 14.1.

CONVOCATION

14.2 For the period necessary to attend a university convocation or a post-secondary institution or professional organization's graduation, at which they, their child or their spouse is receiving a degree, diploma, or certification; also, for the time required to attend graduation exercises of the teacher's child graduating from a high school.

CRITICAL ILLNESS

14.3 For not more than five (5) operational days because of critical illness of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouse, child, grandchild, parent, brother, sister, grandparent, parents of spouse or other relative who is a member of the teacher's household. These leaves may be extended upon application to and at the discretion of the Division.

14.3.1 For not more than two calendar days of travel necessitated under clause 14.3.

14.3.2 For not more than two calendar days for anyone not mentioned under clause 14.3.

EXAM WRITING

- 14.4 A teacher is entitled to a temporary leave of absence with pay for not more than one day in order to write an examination in an academic or professional course approved by the Division.

FAMILY NEEDS LEAVE

- 14.5 The Division shall grant a leave of absence without loss of salary and benefits:

- 14.5.1 For four (4) operational days per school year to care for medical needs, family legal needs, custody or guardianship needs, and family business needs.

INCLEMENT WEATHER

- 14.6 A teacher is entitled to a temporary leave of absence with pay because of impassable roads or suspension of public transportation facilities.

JURY DUTY

- 14.7 The Division shall grant a leave of absence without loss of salary and benefits:

- 14.7.1 For jury duty or any summons related thereto;

- 14.7.2 To answer a subpoena or summons to attend as a witness, other than as the accused/defendant, in any proceeding authorized by law to compel the attendance of witnesses provided that the teacher remits to the Division any witness fee or jury stipend (excluding allowances and/or expenses) set by the Court or other body.

LEAVE FOR CHILD'S ARRIVAL

- 14.8 A teacher, upon request to the Superintendent or designate, will be granted three (3) day paternity leave within the school year, with pay, for the birth of their child. This day shall be taken within three (3) operational days of the actual birth.
- 14.9 A teacher shall be granted one (1) day paid leave for the purpose of completing the necessary documentation and requirements involved in the adoption and receipt of a child.

SERVICE TO OTHER AGENCIES

14.10 Upon application to and at the discretion of the Superintendent or designate, leaves of absence may be granted for the following purpose.

14.10.1 To attend an approved conference, convention or other meeting;

14.10.2 To visit other schools;

14.10.3 To conduct approved business connected with the school system.

TEMPORARY LEAVE

14.11 Temporary leave of absence with pay, upon approval of the Superintendent or designate, shall be granted provided the Division is reimbursed for the cost of substitute teaching to a maximum of the teacher on leave's salary for that period to teachers:

14.11.1 Attending any public event of educational value;

14.11.2 Required to leave before the end of school term or to return after school opening in September because of enrolment in an educational institution for a program of summer study;

14.11.3 To attend meetings of committees or boards of the Alberta Department of Education, meetings of the Senate of the University of Alberta, or meetings of municipal bodies of which they are a member.

TEACHING EXCHANGE

14.12 The Division may approve a teaching exchange arranged through the teacher exchange service of Alberta Education or the Canadian Education Association upon a teacher's application.

ADDITIONAL LEAVES

14.13 *Requests for additional leave of absence, with or without pay and/or benefits, may be approved at the discretion of the Division.*

14.14 The Division will maintain a Political Leave Policy.

14.15 The Division will maintain a Long-Term Leave of Absence Policy.

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 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 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 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 Division rectify any failure to comply with the collective agreement.*
- b) *An affected 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 Division.*
- c) *Teachers covered by the collective agreement who are affected by the award.*

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

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

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

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

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

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

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

- 15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.*
- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*
- 15.8 *Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
 - b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.9 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
 - b) *The central item or items relevant to the difference,*
 - c) *The central item or items and the non-central item or items, where the difference involves both, and*
 - d) *The remedy requested.*
- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the*

Association when a representative of the Division affected by the difference is attending a central grievance hearing.

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

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

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

a) *TEBA and the Association.*

b) *Any affected Division.*

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

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

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

16.3 If the alleged violation is initiated as a central nature and then defined as a local grievance, the central grievance shall be transferred to the local grievance procedure and the local grievance procedure timelines shall be adhered to.

16.4 The grievance procedure time limits may be extended at any stage by mutual agreement by the parties.

16.5 It is understood that should a satisfactory disposition of the grievance not be reached at any step of the grievance procedure within the allotted times, the Division, the teacher, or the Association may proceed to the next step.

- 16.6 A Teacher shall have the right to be accompanied by and/or represented by an Association Representative at any meeting describe in this article.
- 16.7 If the grievor fails to meet deadlines the grievance shall be deemed to be at an end.
- 16.8 Nothing in the grievance procedure precludes the parties from agreeing to informally resolve the matter.
- 16.9 The local grievance shall be dealt with as follows:

Step 1 – Discussion (Informal)

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

Step 2 - Written Presentation (Formal)

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

All grievances must be presented in writing, and

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

Step 3 - Meeting

The Teacher and/or their representative and the Superintendent, or designate, agree to meet and endeavour to resolve the difference. The parties agree to share relevant information to the dispute. This meeting shall be scheduled within ten (10) operational days from the date the written grievance was received by the Superintendent, or designate.

Step 4 - Written Reply

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

or arbitration.

Step 5 - Non-Binding Mediation

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

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

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

Step 6 - Arbitration

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

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

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

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

The three person arbitration board shall be selected as described in section 138 of the Labour Relations Code, as amended from time to time. Each party shall appoint one member as its representative on the arbitration board within fifteen (15) operational days of such notice. The two members so appointed will endeavour to select a chairperson. If the parties are unable to agree on a person to act as the chairperson, either party may request the Director of Mediation Services, Department of Labour, in writing to appoint a chairperson. The parties agree to bear the expenses of its respective appointee and to share equally the expenses of the chairperson.

The single arbitrator or three person arbitration board may, during the arbitration, proceed in the absence of any party or person who, after

notice, fails to attend or fails to obtain an adjournment.

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

Step 7 - Award

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

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

17. EMPLOYMENT

- 17.1 The Division shall acquire and keep in force an adequate policy or policies of insurance insuring each teacher in its employ, when acting in the course of such teacher's employment, against liability in respect of any claim for damages or personal injury.

SIGNATORIES

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of _____, 2020.

THE ALBERTA TEACHERS' ASSOCIATION

GREATER ST. ALBERT ROMAN
CATHOLIC SEPARATE SCHOOL
DISTRICT

Coordinator of Teacher Welfare

Board of Trustees - Chair

Approved by:
ATA Local No. 23

President

Chairman, Local Negotiating
Committee

New Letter of Understanding 1: Association and TEBA Joint Committee to Assist Transition from Central to Local Bargaining – 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 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” – 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 Divisions have been ratified.

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

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

Where WSAs exist, the WSA may be used for:

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

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

This Letter of Understanding in no way commits 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 Employers/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 Employers/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 Employers/School Divisions and Association bargaining units.*
- 3. The pilot project may be ended early with mutual agreement of the Employer/School Division and related Association bargaining unit.*
- 4. Each participating Employer/School Division and related Association bargaining unit will strike a project steering committee with equal representation from each party. At the discretion of the Employer/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.*

New Letter of Understanding 9: Substitute Teachers Travel – Legal School

By the end of the school year of 2019-2020, the Division will conduct a survey of Substitute teachers providing service to the Division, as well as all teachers at Legal School to explore any perceived barriers to providing substitute services to Legal School.

The Division will share the results with the ATA Local before the end of 2019-2020 school year.

APPENDIX A – PHYSICIAN’S RETURN TO WORK CERTIFICATE



Greater St. Albert Catholic Schools

Physician’s Certification

Medical Evaluation for (Employee Name): _____

- This employee is in good health and fit to resume his/her duties.
- This employee is not in good health and is unable to return to his/her duties.
- This employee is able to return to work with restrictions noted below.

Return to work date:

_____ Day _____ Month _____ Year

Comments/Occupational Restrictions – please provide a time frame for any restrictions for a return to work _____

<p>Name of Physician (please print): _____</p> <p>Address: _____ _____</p> <p>Postal Code: _____</p> <p>Phone: _____ Fax: _____</p> <p>Date _____ Signature of Physician _____</p>

APPENDIX B - LETTER OF INTENT: WORKING RELATIONSHIP

The Division and the Association acknowledge that a strong, positive working relationship is best sustained through effective communication. To this end, the parties agree to establish a forum for discussing issues that arise which may affect the work life of teachers and/or Division operations.

The parties agree that the following terms and conditions for this forum should apply:

1. The Division and the ATA Local No. 23 will establish a Division/ATA liaison standing committee.
2. The standing committee will consist of three representatives from each of the parties
3. The standing committee will meet no later than October of each school year for the purpose of reviewing its terms of reference.

APPENDIX C - LETTER OF UNDERSTANDING – EASI (Employee and School Information) SYSTEM

The Division agrees that they will explore options available in the EASI system regarding Payment of Administrative Relief Allowances.

APPENDIX D – INSTRUCTIONAL TIME

PROCESS FOR DETERMINING CHANGES TO ASSIGNED INSTRUCTIONAL TIME IN ACCORDANCE WITH CLAUSE 8.1.4

When consideration is being given to exceeding nine hundred and fifty (950) instructional hours at the elementary and junior high and one thousand (1000) instructional hours at high school it is expected that a school's administration and teaching staff would adopt the following guidelines:

Collaboration/Consensus

1. School administrators will provide the opportunity for professional staff to participate in discussions relative to the organizational and staffing needs of the school for the subsequent school year.
2. Professional staff will be provided with all relevant information as it relates to assigned instructional time.
3. Professional staff will be encouraged to participate in discussing, exploring and deciding on whether to exceed nine hundred and fifty (950) instructional hours at the elementary and junior high and one thousand (1000) instructional hours at high school.
4. Where consensus is not reached, the school administration and professional staff of a school will vote by secret ballot, to be conducted by the school administration and the Association/TWC representative. A two thirds ($\frac{2}{3}$) majority will be required for a school to exceed the stated limits on the nine hundred and fifty (950) instructional hours at the elementary and junior high and one thousand (1000) instructional hours at high school.

APPENDIX E - LETTER OF UNDERSTANDING - PRINCIPAL LIEU DAYS

Principals will be granted two (2) days in lieu per school year, at a time mutually agreeable to the Principal and the Superintendent or Designate.

Effective the 1st of the month following Date of Ratification, Vice Principals will be granted one (1) day in lieu per school year, at a time mutually agreeable to the Vice-Principal and the Superintendent or Designate.

The days must be taken by May 31st, of the school year, or days will be forfeited and no payment shall be made in lieu. For any extension of utilization in June, permission of the Superintendent or Designate must be granted.

Should any provision in regard to Principal Lieu Days be agreed to the Central Table, this Letter of Understanding shall become null and void.

APPENDIX F - LETTER OF UNDERSTANDING - PROFESSIONAL DEVELOPMENT

In conjunction with the following Letter of Understanding, article 9.2.1 – 9.2.9 shall be in abeyance during the pilot project.

Pilot Project – Professional Development Review Committee

The parties shall maintain a joint committee on Professional Development Fund Committee. Membership shall consist of three Division Representatives and three Local Representatives. Each party shall be responsible for the payment of the attendance of their respective representatives on the committee. The Division will contribute \$32,000 to the ATA Local no later than October 15th, 2020 and will contribute another \$32,000 to the ATA Local no later than October 15th, 2021 for the Professional Development Fund. All funds provided by the Division will be administered by the Local. Unused funds may be carried over for up to two (2) years and unused funds at that point would be returned to the Division. Any Professional Development absence must be pre-approved by the Principal if it impacts operational days.

The mandate of the committee will be to:

- Review current practice regarding allocation of professional development time
- Evaluate the distribution of funds provided to the Local
- Provide recommendations for the allocation and structure of professional development days and activities
- Provide recommendation by March 31 of the school year in which the committee operating. The recommendation report shall be created for presentation to the Superintendent/designate.

This Letter of Understanding expires and shall have no further force and effect on June 30, 2022.

APPENDIX G - LETTER OF UNDERSTANDING: STAFFING PROCESS

Actions to be taken pertaining to the staffing process:

- 1 The staffing process will include provisions for those teachers on a part-time continuous contract (PTC) to be given due consideration:
 - 1.1 When awarding full-time continuous contracts; and
 - 1.2 If any radical reduction of FTE is to occur.
2. A data base of all part-time teachers who are desiring full-time positions will be established and that a communication process will be devised to inform Division staff, through the Liaison Committee, of the demographics of part-time and full-time teachers.

APPENDIX H - MEMORANDUM OF UNDERSTANDING

Whereas the parties wish to address the specific entitlement to sick leave, for teachers who become ill or injured, while in receipt of extended disability benefits, under an accommodation or rehabilitation employment agreement, as provided for under the Division's disability insurer's program for a reason different from that for which they are on disability, the parties acknowledge and agree, notwithstanding clause 7.1.7 of the collective agreement, that teachers in such circumstances shall be entitled to sick leave on the following basis:

1. That a teacher who is unable to perform assigned duties, on a day that the teacher is assigned to work, under the accommodation or rehabilitation program, and is unable to do so as a result of illness or injury unrelated to the teacher's reason for being on extended disability, that the teacher will be entitled to access sick leave with pay, and benefits, to a maximum of twenty (20) teaching days per school year, or the number of teaching days determined by dividing by nine (9), the total number of teaching days that the teacher taught for the Division during the school year, whichever is the lesser number of teaching days.
2. The above-described allotment of sick days for teachers who are working under a part-time accommodation or rehabilitation employment agreement shall be granted on an annual basis. Payment for sick leave claims will be based upon time for which the teacher was scheduled to work on the day, for which sick leave was taken.