

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

**ST THOMAS AQUINAS ROMAN CATHOLIC
SEPARATE SCHOOL DIVISION**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this 18th of December, 2019 between St. Thomas Aquinas Roman Catholic Separate School Division (School Division) and the Alberta Teachers' Association (Association).

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

Effective December 18, 2019 the whereas statement above is repealed and replaced by the following whereas statement:

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

Whereas the terms and conditions of employment *and salaries* have been the subject of negotiations between the parties and

Whereas the parties desire that these matters be set forth in an agreement to govern certain terms of employment of the teachers,

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. APPLICATION/SCOPE

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

Effective December 18, 2019, clause 1.1 above is repealed and replaced by the following clause:

- 1.1 *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the School Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the School Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
- 1.2 Excluded Positions: Notwithstanding clause 1.1, the following positions are excluded from the bargaining unit:
- 1.2.1 Superintendent

1.2.2 Assistant Superintendent

1.3 *Effective December 18, 2019, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*

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

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

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

1.5 *Role of TEBA (Effective December 18, 2019)*

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

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

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

1.6 *The School Division retains those residual rights of management not specifically limited by the expressed terms of this agreement.*

Effective December 18, 2019, the following management rights clause repeals and replaces clause 1.6 above.

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

- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective December 18, 2019, all provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2 List Bargaining

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

2.3 Central Matters Bargaining

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

2.4 Local Bargaining

- 2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Division or the*

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

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

2.5 Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6 Meet and Exchange

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

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

2.6.2.1 *At the first meeting between the parties they shall exchange all amendments sought. Bargaining shall be expressly limited to the written items contained in the two lists of amendments.*

2.7 Opening with Mutual Agreement

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

2.8 Provision of Information (Effective until December 17, 2019)

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

2.8 Provision of Information (Effective December 18, 2019, the following clause repeals and replaces clause 2.8 above)

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their*

school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.

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

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

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent School Division financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 *Save and except for substitute teachers, each teacher shall be paid 1/12 of their annual rate of salary on or before the 25 day of the month from September to August inclusive provided that the December payment shall be made prior to the last teaching day in December.*

(a) Payment shall be made by automatic deposit.

3.2 Grid

3.2.1 *The amount of university education of a teacher and the years of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Division.*

3.2.2 *The following are the minimum and maximum salary rates and the experience increments for each year of university education.*

3.2.3

a) *Effective September 1, 2018*

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	59,305	62,700	66,599
1	62,716	66,113	70,010
2	66,126	69,523	73,427
3	69,538	72,936	76,834
4	72,948	76,344	80,243
5	76,357	79,756	83,655
6	79,769	83,166	87,069
7	83,176	86,576	90,478
8	86,587	89,986	93,888
9	90,002	93,398	97,300
10	94,178	97,573	101,477

3.3 Education (Effective until August 31, 2019)

- 3.3.1 *The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board (TSQB), established by memorandum of agreement among the Department of Education, the Association, and the Alberta School Trustees' Association, dated March 23, 1967.*
- 3.3.2 *The adjustment dates for changes in the evaluation of teacher education as determined by the TSQB are September 1 and February 1 of each year.*
- 3.3.3 *Teachers commencing employment with the School Division shall supply satisfactory evidence or proof of application for evidence of teacher education to the School Division within 45 calendar days from commencement of employment.*
- 3.3.4 *If satisfactory evidence is not submitted within 45 calendar days, salary will be adjusted as per clause 3.3.2. Until a current TSQB evaluation statement is submitted to the superintendent or designate, teachers new to the division shall be deemed to have four years of teacher education.*

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

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

3.4 Experience (Effective until August 31, 2019)

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

- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
 - b) *employed as a substitute teacher within the preceding five (5) years.*
- 3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 *Previously unrecognized experience gained in one school year with a School Division may be carried over for calculation of experience increments in the following school year with that same School Division.*
- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*
- 3.4.5 *An experience increment for full-time teachers shall be earned by a teacher for any school year in which they have been employed by the School Division or another board as a teacher for not less than 150 days on a full-time basis.*
- 3.4.6 *Proof of Experience:*
- 3.4.6.1 *A teacher requesting that the School Division recognize experience earned with a previous board shall provide to the School Division written confirmation from the previous board certifying that:*
 - a) *The experience was earned while the teacher was in possession of a valid teaching certificate, and*
 - b) *The position held while earning the experience was one that required a valid teaching certificate.*
 - 3.4.6.2 *This written confirmation shall be signed by the designated officer of the previous board or institution. The written confirmation shall establish the teacher's placement on the salary grid and shall certify the experience which would have been recognized by the previous board had the teacher remained in active duty with that board.*

- 3.4.6.3 *Until satisfactory 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. If proof of application for such proof is forwarded to the superintendent or designate within 45 days of commencement of employment the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment. If satisfactory evidence is not submitted within 45 calendar days, salary will be adjusted as per clause 3.4.9.*
- 3.4.7 *Full-time teachers employed less than 150 days in any school year, with the School Division or another board, shall earn an experience increment after 150 days of service.*
- 3.4.8 *Teachers employed by the School Division or a previous board on a part-time basis must accumulate the equivalent of 125 days of full-time equivalent service to earn an experience increment.*
- 3.4.9 *The adjustment date for changes in the number of increments allowed for teaching experience shall be on September 1 and February 1.*
- 3.4.10 *For an increment, a substitute teacher shall work the equivalent of 150 days.*

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

Teachers shall:

- a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
- b) *Not gain experience during vacation periods and leaves of absence without salary.*

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

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

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

Prior Experience

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

- 3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between employers covered by PECBA. At the time of movement from another employer, the receiving Employer shall assume the recognition of experience provided by the previous employer.*
- 3.4.10 *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*
- 3.4.11 *Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

3.5 Special Consideration: Vocational and Career and Technology Study Teachers

- 3.5.1 *A vocational and Career and Technology Studies teacher is a person who holds a valid Alberta teaching certificate and a journeyman trade certificate.*
- 3.5.2 *The School Division shall have the right to determine the initial grid placement as they deem reasonable and necessary.*
- 3.5.3 *Recognition of one year of education beyond the evaluation granted according to article 3.3 of this collective agreement may be given by the School Division to vocational and/or Career and Technology Studies Teachers who possess any or all of the following qualifications which have not contributed to the evaluation under article 3.3:*
- a) *A certificate of proficiency in a designated trade (journeyman's certificate or master's ticket), in the field related to the teacher's assignment, recognized by the Alberta Apprenticeship Board;*
 - b) *Successful completion of a two-year course in a field related to the teacher's assignment at a school of technology.*
- 3.5.4 *A vocational and Career and Technology Study Teacher who no longer teaches courses in the field related to their journeyman or ticket qualifications will not retain the additional educational recognition.*
- 3.5.5 *Recognition of relevant trade experience which has not contributed to the evaluation of experience granted under article 3.4 of this collective agreement may be granted by the School Division as valid experience for grid placement under the following conditions:*

- a) *The trade experience was obtained while holding a valid journeyman's certificate or master's ticket and must be in a field related to the teacher's assignment of which the teacher is teaching a minimum of 0.5 full-time equivalent.*
- b) *Such experience must be in the vocational area that the candidate is registered in while pursuing the university vocational education program.*
- c) *One year of experience on the grid will be granted for each year of full-time vocational experience up to a maximum of seven years.*

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Administration Allowances

4.1.1 Principal Allowances

4.1.1.1 *In addition to the salary under clause 3.2, the principal shall receive an allowance based on numbers of students supervised in the 3-level range below:*

No. Students	\$
0-400	\$24,473
401-550	\$27,360
551 '+'	\$30,232

4.1.1.2 *The principal's allowance shall be increased year-over-year by the same percentage increases as the salary grid.*

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

4.1.2 Vice Principal Allowance

4.1.2.1 *A vice-principal shall be paid 50 per cent of the principal's allowance.*

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

4.1.3 Theological Studies Certificate Allowance

4.1.3.1 *A teacher who has successfully completed a certificate in theological studies (prior to September 1, 2012) and/or the certificate in Catholic School Administration from Newman Theological College in Edmonton, Alberta, as recognized by the School Division will be paid an annual allowance of \$1315.65, provided that these certificates are not recognized by Teacher Qualification Services for grid placement.*

4.1.4 Divisional Directors

4.1.4.1 *The Superintendent or designate may appoint Divisional Directors where such positions are deemed necessary by the School Division. A Divisional Director shall be paid a salary equal to their grid placement plus thirty percent (30%) of the 0-400 student allowance as listed in clause 4.1.1.*

4.1.4.2 *Effective the date of ratification, a Divisional Director shall be paid a salary equal to their grid placement plus seventy-five percent (75%) of the 0-400 student allowance as listed in clause 4.1.1.*

4.2 Red Circling

4.2.1 In the case that the Superintendent or designate transfers an administrator, the affected administrator's administrative allowance shall not be reduced below their current administrative allowance for two school years following the transfer.

4.2.2 If the administrator requests a transfer or applies to an open position, the affected administrator's administrative allowance shall be paid at the rate prescribed in Clause 4.1.1.

4.3 Acting/Surrogate Administrators – Compensation

4.3.1 In the absence of the principal and vice-principal a teacher shall be designated by the superintendent or designate to be an acting principal and shall be paid, on a daily basis, 1/200 of the vice-principal's allowance. On the sixth day, the teacher designate will receive 1/200 of the principal's allowance.

4.3.2 In a school where there is no vice-principal, a teacher shall be designated by the superintendent or designate to be the relief principal in the absence of the principal and shall be paid, on a daily basis, 1/200 of 50 per cent of the principal's allowance.

- 4.3.3 When, in the absence of the principal, the vice-principal acts in relief of the principal for a period of five or more consecutive operational days, the vice-principal shall assume the position of acting principal and shall receive an allowance equivalent to that of the principal for the period from and including the sixth day until the return of the regular principal.

4.4 Teachers with Principal Designations (Effective until December 17, 2019)

- 4.4.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School 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 School Division must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.4.3 *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the School 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 December 18, 2019, 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 School 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 Allocation and Appointment of Administration:

4.5.1.1 *The Superintendent/Designate may designate a teacher(s) to be vice-principal(s), regardless of the number of full-time equivalent students. The Superintendent/Designate and the Principal of the school concerned may determine that an alternative administrative agreement may be more practical.*

4.5.1.2 *At a minimum standard the Division will examine the need for a vice-principal(s) once a school population reaches 200 students.*

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 *A substitute teacher is a teacher employed on a day to day or half day basis where a contract of employment is not in effect.*

5.1.2 *Effective until April 30, 2019, teachers engaged as substitutes shall hold a valid Alberta teaching certificate. Substitute teachers shall be paid .0037 times the grid figure for four years of education and zero years of experience for each full day of work. This rate is inclusive of vacation pay.*

5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$207.01 plus six percent (6%) vacation pay of \$12.42 for a total of \$219.43.*

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

5.1.5 *Substitute teachers shall be paid half of the full day rate in 5.1.2 for each half day of work.*

Effective date of ratification of the 2018-20 local Memorandum of Agreement and notwithstanding 5.1.2, a substitute teacher shall be paid 60% of the full day rate indicated in clause 5.1.3 for each partial day worked inclusive of holiday pay. A teacher who works more than 60% of an instructional day shall receive 100% of the substitute teacher's daily rate (inclusive of holiday pay). If a teacher works two (2) partial day assignments on the same day, they shall receive 100% of the substitute teacher's daily rate of pay (inclusive of holiday pay).

- 5.1.6 A substitute teacher shall be paid a minimum of one-half day at the rate indicated in clause 5.1.2 – 5.1.4 (depending on effective date) for each partial day worked. If the assignment includes time in both the morning and afternoon the substitute shall be paid for a full day.
- 5.1.7 *Notwithstanding the foregoing, if an individual employed as a teacher is also employed as a substitute teacher, the total pay for any day shall not exceed 1/200 of the applicable grid rate of the individual at 1.0 FTE.*

5.2 Commencement of Grid Rate

- 5.2.1 *Number of days to go on grid: Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive instructional days in the same position, shall be paid effective the sixth instructional day according to placement on the salary grid, subject to the terms of this agreement.*
- 5.2.2 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

6. PART TIME TEACHERS

- 6.1 *FTE Definition: Effective 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.*

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, *Carrier and Premiums*

7.1.1 *The School Division shall contribute 100 per cent of the premiums of the following benefits (7.1.1.1; 7.1.1.2; 7.1.1.3; 7.1.1.4; 7.1.1.5) for full-time teachers. The School Division shall contribute 100 per cent of the premiums of the following benefits (7.1.1.2; 7.1.1.3; 7.1.1.4; 7.1.1.5) prorated for part-time teachers as per the following formula:*

$$n \\ \text{FTE} \times 100 \text{ per cent}$$

$$n = \text{per cent of part-time} \\ \text{FTE} = 1$$

7.1.1.1 *Alberta School Employee Benefit Plan Life Insurance policy, Schedule 2 and Extended Disability Insurance, Plan D. Participation in the insurance is mandatory and a condition of employment.*

7.1.1.2 *Alberta School Employee Benefit Plan Extended Health Care Plan 1*

7.1.1.3 *Alberta School Employee Benefit Dental Plan 3*

7.1.1.4 *Alberta School Employee Benefit Vision Care Plan 3*

7.1.1.5 *Any savings realized by the School Division as a result of reduced employment insurance benefits shall be used by the School Division to reduce its cost of insurance and health care.*

7.2 Health Spending and Wellness Account

7.2.1 *The School Division will contribute \$730 per school year to a Health Spending Account for the benefit of each eligible teacher and their dependent(s). Any unused balance will be carried forward for a total accumulation of two years. Teachers leaving the employ of the School Division will forfeit any unused balance.*

Upon approval from the Alberta School Employee Benefit Plan as to date of commencement (after December 17, 2019), the Employer shall replace the Health Spending Account with a Health Spending Account/Wellness Spending Account (HSA/WSA) to all eligible teachers. *The School Division will contribute Seven Hundred and Thirty Dollars (\$730.00) for each teacher. The plan*

shall be administered by ASEBP in accordance with Canada Revenue Agency and the Income Tax Act of Canada. *Any unused balance will be carried forward for a total accumulation of two years. Teachers leaving the employ of the School Division will forfeit any unused balance.*

7.2.2 *“Eligible teacher” under this provision means a teacher with more than six month’s service with the School Division and employed by the School Division under a continuing, probationary or temporary contract of at least five months duration as of September 1 to October 31 of the school year.*

7.3 Other Group Benefits

7.3.1 Subrogation

7.3.1.1 In this clause:

"Additional damages" includes general damages, special damages, loss of housekeeping capacity, cost of future care and interest, and punitive and aggravated damages;

"School Division's additional claim" means a claim for the costs to the School Division of any additional amounts it has expended or expects to expend for replacement or other costs attributable to a third party's malfeasance, in addition to those costs to the School Division of the claim for wage loss;

"Claim for wage loss" includes a claim for wage loss equal to the sick leave or other benefits, premiums or wages paid or projected to be paid by the School Division and paid to or on behalf of the teacher for the duration of any absence found in a judgment to have been required by such injury or illness or established by settlement of a claim or an action;

"Judgment" means an order of a court of competent jurisdiction'

"Legal costs" means legal fees and disbursements, and GST chargeable thereon;

"Settlement" means an agreement whereby the teacher agrees to accept any sum of money representing all damages, either by lump sum, periodic payment(s) or through the purchase of an annuity or any of them;

"Teacher" includes the teacher's personal representative, trustee, guardian or the estate of the teacher if deceased.

- 7.3.1.2 This clause applies solely to a teacher who has a claim against a third party for damages relating to an injury or illness caused in whole or in part by that third party and which has caused the teacher to be absent from work in respect of which the School Division has been or is paying sick leave or other benefits or wages to the teacher.
- a) Any teacher who is entitled to receive sick leave benefits or other benefits or wages does assign to the School Division, in consideration of payment to the teacher of such sick leave or other benefits or wages, all rights of recovery against that third party as it relates to all amounts paid to the teacher by the School Division.
 - b) Where the School Division exercises its right of subrogation, the School Division will indemnify and hold harmless a teacher against any claim against the teacher by the School Division or by any other insurer under an insurance policy applicable to the teacher for breach of contractual subrogation terms and against any diminution in benefit coverage or entitlement which might result for the teacher from the exercise of rights under this clause.
 - c) If a teacher commences an action or makes a claim against a third party for damages relating to an injury or illness caused in whole or in part by that third party, the teacher shall advise the School Division that such an action or claim is being brought.
 - d) If the School Division makes a timely request to the teacher, the teacher shall include the claim for wage loss in any action or claim advanced against the third party.
 - e) The School Division may request that the teacher's solicitor act on the School Division's behalf, unless the teacher's solicitor provides written notice that they are unable to act on behalf of the School Division. Alternatively, the School Division may retain its own counsel to pursue the subrogated claim of the School Division.

- f) If the School Division retains its own counsel to pursue its subrogated claim, the teacher will cooperate with the School Division in the prosecution of the action, but may at any time elect to become *dominus litis* in respect of the claim for additional damages, and any apportionment related to them and shall retain the right:
 - (a) to participate in deciding which solicitors are to be instructed to bring the action or an appeal therefrom;
 - (b) to review any documents related to the action;
 - (c) to agree to any offer of settlement or the apportionment of an offer of settlement, whether an action has been commenced or not;
 - (d) to settle on an amount of costs or an apportionment of costs; and
 - (e) to participate in the decision with respect to any launching or prosecution of an appeal.
- g) The School Division may elect to pursue the School Division's additional claim by way of joinder as plaintiff to the teacher's action, but the School Division shall have no right of recovery under this clause with respect to the School Division's additional claim or set-off in respect of the School Division's additional claim, from any amount awarded to the teacher for the claim for wage loss or additional damages.
- h) Where such action is advanced to trial, the teacher or the School Division shall request that any judgment specify the amount within any award made which is attributable to the claim for wage loss.
- i) Where there is a settlement of the action against the third party, the teacher or the School Division shall use best efforts to ensure that the settlement shall specify the amount within the settlement made which is attributable to the claim for wage loss.
- j) Once the teacher is in receipt of monies as a result of a judgment against or settlement with the third party, the teacher shall reimburse the School Division from

such monies actually received from the third party, in accordance with sub clause 7.3.1.2 k) or 7.3.1.2 l).

- k) If the subrogated action or claim proceeds with the teacher's solicitor acting on the School Division's behalf, the School Division shall compensate the teacher for legal costs in the same proportion as its recovery bears in relation to the entire amount recovered as a result of a judgment or a settlement.
- l) If the subrogated action or claim proceeds with the School Division's solicitor acting on the teacher's behalf, the teacher shall compensate the School Division for legal costs in the same proportion as the teacher's recovery bears in relation to the entire amount recovered as a result of a judgment or a settlement.
- m) This clause does not afford the School Division the right of set-off as against a teacher's entitlements which arise under any other clause of this collective agreement, including salary, allowance, medical or disability benefits, or any other compensation, or against income replacement which a teacher receives under other statutes or contracts of insurance, and the School Division shall provide such entitlements as though the teacher had not been injured and was continuing to provide service as at the time of injury. In no event shall a teacher receive salary, benefits, allowances, or leaves which are less than, or provided later than, those to which the teacher is entitled under any other clause in this collective agreement.
- n) This clause has application only in such cases where the teacher or the School Division begins an action in the name of the teacher to recover damages for loss which has caused the teacher to lose time for which the School Division has not otherwise been compensated and is not an assignment of rights of the Association to the School Division.

7.4 New Teacher Eligibility

- 7.4.1 New Teachers who voluntarily attend New Teacher Orientation will be placed on ASEBP benefits effective the first day of New Teacher Orientation.

8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

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

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

8.2 Assignable Time Definition

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

a) operational days (including teachers' convention)

b) instruction

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

d) parent teacher interviews and meetings

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

f) staff meetings

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

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

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

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

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

8.3 Other Conditions of Practice

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

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

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

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

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

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

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

9.2 Staff Development

- 9.2.1 The Staff Development Fund will only be accessible to St Thomas Aquinas Roman Catholic Separate School Division teachers on contract and who will be on contract at the time of the professional development.
- 9.2.2 The fund is not accessible to substitute teachers.
- 9.2.3 The fund will be divided into 2 parts:
 - 9.2.3.1 Funds for individual professional development activities or resources related to division goals, school goals and individual teacher's professional growth plan
 - 9.2.3.2 A maximum of 25% of the funds will be allocated for individual graduate programs, any unused monies shall be returned to the professional development activities allocation.
- 9.2.4 To access individual professional development funds, (listed as 9.2.3.1), there is no requirement for length of service with the Division.
- 9.2.5 To access graduate level courses, (listed as 9.2.3.2), a teacher must have been employed for a minimum of 2 years full-time FTE and under continuous contract with the Division.
- 9.2.6 Within the school year, the amount allocated in 9.2.3.1 of the Staff Development Fund, will be broken into 2 parts, September 1 to January 31, and February 1 to August 31 as determined by the Staff Development Fund Committee.
- 9.2.7 Effective September 1 of each school year, an amount of \$66,800 will be provided for purposes of supporting Professional Development activities, tuition support and release time through funding substitute days.

- 9.2.8 Funds will be administered by the School Jurisdiction with usage updates provided to the Staff Development Fund Committee quarterly.
- 9.2.9 Previous years unspent funds plus the current contributions cannot exceed \$75,000.00.
- 9.2.10 Staff Development Fund Committee

The mandate of the committee will be to

- 9.2.10.1 To provide access to funds to support costs incurred in professional development activities or resources related to the division goals, school goals and individual teacher's professional growth plan and establish guidelines for the administration of the fund, and to ensure that regular operations of the school are not unduly disturbed
- 9.2.10.2 All teachers applying to the committee for professional development support will receive the support of the Principal. In the absence of support of the Principal, the Principal must give written rationale outlining the reasons providing a copy to the teacher and to the committee. The committee will take into consideration the recommendation of the Principal when it considers the application of the teacher.
- 9.2.10.3 Where the committee is unable to come to a decision regarding a request for the distribution of funds, the Superintendent or designate will have the final decision. The decision of the committee and / or the Superintendent or designate will not be subject to the grievance arbitration procedure.

10. SICK LEAVE / Medical Certificates and Reporting

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

- a) *In the first year of service with the School Division, a teacher shall be entitled to sick leave as follows:*
 - i) *An accumulation of the maximum statutory sick leave of 20 days accumulated at two days per month.*

- ii) *Should sick leave exceed the number of days of sick leave entitlement resulting in salary deduction, subsequently accumulated sick leave entitlement, to a maximum of 20 days, in the same school year shall be applied and any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*
 - b) *During the second and subsequent years of continuous service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability for 90 calendar days.*
- 10.2 *After 90 calendar days of continuous absence due to medical disability, no further salary shall be paid and the Alberta School Employee Benefit Plan - Extended Disability Plan D shall take effect.*
- 10.3 *Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon their return to full-time duty, they shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*
- Less than one year of service – nil*
- After one year of service - 90 calendar days.*
- 10.4 *When a teacher leaves the employ of the School Division all sick leave shall be cancelled.*
- 10.5 *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period of three consecutive teaching days or more may be required by the superintendent or designate to present a signed doctor's certificate stating the reason for such absence.*

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)*

a) *Maternity Leave (Health Related Portion)*

- i) *Maternity leave shall be for 15 weeks.*
- ii) *The teacher shall give as much notice as possible but at least two weeks prior to commencement of this leave.*
- iii) *The teacher shall make application for employment insurance maternity benefits.*

- iv) *The School Division shall have in place an Employment Insurance "EI" Supplemental Unemployment Benefit "SUB plan" so that the teacher shall receive 100 per cent of her regular pay.*
- v) *The School Division shall pay the health and benefit premiums that were in effect prior to the leave.*
- vi) *The teacher shall provide to the School Division a letter from the teacher's doctor attesting to the teacher's pregnancy and estimated date of delivery.*
- vii) *The teacher shall provide the School Division with a copy of one EI cheque stub.*

b) Adoption Leave

- i) *Adoption leave shall be granted without pay and without the School Division's share of benefit premium contributions for a maximum of 37 weeks.*
- ii) *The teacher shall inform the School Division of the approval to adopt at the earliest opportunity.*
- iii) *The teacher shall give as much notice as possible but at least two weeks prior to the commencement of this leave unless the teacher receives less notice.*

c) Parenting Leave

- i) *In addition, a teacher is eligible for a parenting leave to commence either immediately following Maternity Leave or Adoption Leave, the commencement of a school year or at a date mutually agreed upon by the teacher and the School Division. Such leave shall not exceed 52 weeks when combined with adoption or maternity leave. Such leave shall be without pay, benefits or sickness allowances and the period of absence will not be granted for the granting of experience increments. Upon returning to employment there shall be full reinstatement of accumulated benefits to the date of the commencement of the leave.*
- ii) *The School Division is not required to grant adoption leave or parenting leave to more than one parent of an adoptive child.*
- iii) *A teacher shall be returned to the position held immediately prior to the leave unless, through program changes or staff reductions, that position is not available, or the teacher and the School Division mutually agree to a different placement.*

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

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

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

11.1 Maternity Leave

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*

- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4 *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School 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 School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment*

Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.

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

11.3 Salary Payment and Benefit Premium

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

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

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

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

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

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

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

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

- 12.1 A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be authorized leave of absence of the School Division pursuant to *Education Act* where such teacher is absent:
- 12.1.1 *For up to three (3) days per school year for personal business, the first and second day at no cost to the teacher and the third personal day 50% of the cost of a substitute to be borne by the teacher. To ensure the least disruption to students' programs, teachers must inform their principal with sufficient prior notice to obtain a replacement. A fourth personal day shall be at the cost of a substitute to be borne by the teacher. This fourth day may not be used consecutively with all three days of personal business leave without prior approval of the superintendent or designate. The principal must inform the superintendent or designate in a similar manner.*

13. ASSOCIATION LEAVE AND SECONDMENT

- 13.1 *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the*

Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.

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

14. OTHER LEAVES

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be authorized leave of absence of the School Division pursuant to Education Act where such teacher is absent:

14.1 Bereavement Leave

14.1.1 *For not more than five teaching days for the purpose of attending the funeral of deceased relatives. This provision shall apply in the event of death of spouse, child or stepchild, parent or stepparent, son-in-law, daughter-in-law, grandchild, brother or stepbrother, sister or stepsister, parent of spouse, grandparents or grandparents of spouse, brother-in-law or sister-in-law or other relative who is a member of the teacher's household.*

14.1.2 *For one day plus reasonable travel time, to a maximum total of three days to attend the funeral of aunt, uncle, niece, and nephew*

14.2 Critical Illness Leave

14.2.1 *For not more than five teaching days for the purpose of attending the sick bed of critically ill relatives. This provision shall apply in the event of critical illness of spouse, child or stepchild, parent or stepparent, son- in-law, daughter-in-law, grandchild, brother or stepbrother, sister or stepsister, parent of spouse, grandparents or grandparents of spouse or other relative who is a member of the teacher's household.*

14.2.2 *Teachers may be required to submit to the School Division satisfactory proof by a physician confirming the need for Critical Illness Leave*

14.3 Court / Jury Duty

14.3.1 Salary of a teacher will be maintained and no deduction will be made for the cost of the substitute if the teacher is subpoenaed for court jury duty or as a witness, providing the teacher reimburses any court-paid stipend to the School Division.

14.4 Inclement Weather

14.1.1 Because, despite reasonable efforts, the teacher is unable to travel to their school from their usual place of residence, due to:

- i) inclement weather,
- ii) impassable road conditions, or
- iii) the failure of transportation facilities other than their own

14.4.2 There is an expectation that, should weather and road conditions change so as to permit travel to school, teachers will subsequently make their way to work/school for the balance of the day. Teachers are expected to make multiple efforts, throughout the morning, to assess change in road conditions.

14.5 Leave for Child's Arrival

14.5.1 A teacher shall be granted, upon notification to the principal, up to one day's leave with pay at the time of their child's birth or to take custody of an adopted child.

14.6 Discretionary Leave

14.6.1 Additional leaves of absence may be granted by the School Division with pay and benefits or without pay and without School Division's contributions to health plan premiums at the discretion of the School Division.

14.7 Family Medical Leave

14.7.1 *A teacher may use up to five days of their sick leave per school year in order:*

- a) to care for their sick child, providing the other spouse is not available;*
- b) to care for their child if the spouse is incapacitated;*
- c) to care for their sick spouse; or*
- d) to attend to the medical or dental needs of a relative
 - i) who is a member of the teachers' household; or*
 - ii) is approved by the Superintendent or designate.**

15. CENTRAL GRIEVANCE PROCEDURE

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

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

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

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

15.4 *An “operational” day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work.*

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

- 15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
 - b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.7 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
 - b) *The central item or items relevant to the difference,*
 - c) *The central item or items and the non-central item or items, where the difference involves both, and*
 - d) *The remedy requested.*
- 15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*
- 15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the School Division affected by the difference may be invited to participate in the discussion about the difference.*
- 15.10 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Division, and any affected teacher or teachers.*
- 15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*
- 15.12 (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may*

request in writing that the Director of Mediation Services make the necessary appointment.

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

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

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

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

15.15 The award of the Arbitration Board is binding on:

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

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

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

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

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

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

either party may request in writing that the Director of Mediation Services make the necessary appointment.

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

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

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

15.17 The award of the Arbitration Board is binding on:

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

16.1 The parties agree to the following dispute resolution process in order to resolve differences arising between any teacher covered by this agreement and the School Division, or in a proper case between the Association and the School 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.

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 time lines shall be adhered to.

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 time lines shall be adhered to.

The alleged local condition violation shall be dealt with as follows:

INFORMAL STEP

- 16.2 All such grievances shall be submitted to the Assistant Superintendent within thirty (30) operational days of the alleged violation to attempt to resolve the grievance.
- 16.3 (a) All grievances must be presented in writing, and shall set out the nature of the difference, the articles of the Agreement that has been allegedly been violated and the remedy sought.
- (b) The Teacher, with or without representation, or in the proper case Association, shall first attempt to resolve any dispute through discussion with the Assistant Superintendent.
- (c) Notwithstanding 16.3 (b) a Teacher shall have the right to be accompanied by an Association Representative at any meeting described in this Article.
- 16.4 In this informal step, the parties agree to share relevant information to the dispute.
- 16.5 The Assistant Superintendent shall provide a written reply to the Teacher within ten (10) operational days.

FORMAL STEPS

- 16.6 In the event that the grievance is not settled in the Informal Step, the teacher may within fifteen (15) operational days reply, advance the matter to the Superintendent's/Designate's office. The Grievor and/or their representative shall be permitted to attend a meeting with the Superintendent/Designate to make representations in support of the grievance. This meeting shall be scheduled within ten (10) operational days from the date the teacher's submission was received by the Superintendent/Designate.
- 16.7 The Superintendent/Designate shall prepare and deliver a written response to the teacher and Coordinator of Teacher welfare within ten (10) operational days from the date of the meeting noted above.

MEDIATION AND/OR ARBITRATION

16.8 In the event that the Association is not satisfied with the written response by the Superintendent/Designate, or within ten (10) operational days from the date the Superintendent/Designate response was to be delivered, the Association may refer the matter to Mediation and/or Arbitration as per section 138 of the Alberta Labour Relations Code, Chapter L.1, 2000 (providing for a three person Board). The Association and the School Division may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three person Arbitration Board.

Mediation

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

16.10 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

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

Arbitration

16.12 Either party may request that the dispute be heard by a single Arbitrator.

16.13 If either party wishes to have the issue heard by an Arbitration Board rather than a single Arbitrator they shall advise the other party of this prior to the selection of the Arbitrator.

16.14 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 shall endeavor to select an Arbitrator.

16.15 If the two members fail to select an Arbitrator, they shall request the Director of Mediation Services, Department of Labour, to select an Arbitrator. This same process would hold true for Mediation or a Single Arbitrator.

16.16 The findings and decisions of a majority of the Arbitration Board is the award of the Arbitration Board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the Arbitrator governs and it shall be deemed to be the award of the Board.

16.17 The Arbitration Board shall not change, amend or alter any of the terms of this Agreement. All grievances or differences submitted under this Agreement shall not depend on or involve an issue or contention by either party that is contrary to any provision of this Agreement or that involves the

determination of a subject matter not covered by or arising during the term of this Agreement.

16.18 Each party to the Grievance shall bear the expenses of its respective appointee and the two parties shall bear equally the expenses of the Arbitration Chairperson.

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

16.20 Nothing in the grievance procedure precludes the parties from agreeing to informally resolve the matter.

17. EMPLOYMENT

17.1 Work Environment: The School Division endeavors to provide all teachers with a safe and caring work environment that fosters and maintains respectful and responsible behavior.

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

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

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

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

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

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

New Letter of Understanding #5 – Wellness Spending Account

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

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

Letter of Understanding #9: Administrative Procedure 427 Administrator Lieu Days

The School Division agrees to retain its current policy 427 regarding administrator lieu days for the life and bridging of this collective agreement.

Letter of Understanding #10: Pilot Project on Staff Development Fund

Effective the date of ratification until August 30th, 2020.

The Parties agree to enter into a Letter of Understanding to provide Professional Development Funds to teachers. For the remainder of the 2017/2018 school year the Education Subsidy Fund as per Article 9.2 will be in effect. September 1, 2018 the Parties agree to suspend the requirements of Educational Subsidy Program as per Article 9.2 until the end of the Pilot Project.

Applications for the Education Subsidy Fund for the 2018/2019 and 2019/2020 school year will be considered using the guidelines developed by the joint committee outlined below. Unless the terms of the Pilot Project are extended through negotiations, the Educational Subsidy Fund will come back into effect at the end of the Pilot Project.

1. The parties shall establish a joint committee within 30 days of Ratification of the Agreement. Membership shall consist of two School Division Representatives and two Local representatives. Each party shall be responsible for the payment of the attendance and associated costs of their respective representatives on the committee.
2. The mandate of the committee will be to
 - To provide access to funds to support costs incurred in professional development activities or resources related to the division goals, school goals and individual teacher's professional growth plan and
 - establish guidelines for the administration of the fund, and
 - to ensure that regular operations of the school are not unduly disturbed
 - 2.1 All teachers applying to the committee for professional development support will receive the support of the Principal. In the absence of support of the Principal, the Principal must give written rationale outlining the reasons providing a copy to the teacher and to the committee. The committee will take into consideration the recommendation of the Principal when it considers the application of the teacher.
3. Where the committee is unable to come to a decision regarding a request for the distribution of funds, the Superintendent or designate will have the final decision. The decision of the committee and / or the Superintendent or designate will not be subject to the grievance arbitration procedure.
4. Effective September 1 of each school year for this pilot, an amount of \$66,800 will be provided for purposes of supporting for Professional Development activities, tuition support and release time through funding substitute days.
5. Funds will be administered by the School Division.

6. In December 2019 the project shall be evaluated to see if the requirements set out in the guidelines and mandate of the committee have been achieved. A report shall be created for presentation to the Superintendent/designate and the Local President.
7. Previous years unspent funds plus the current contributions cannot exceed \$75,000.
8. If any amendments are addressed during the term of this Pilot Project at the Central Bargaining Table which impact any terms in this letter of understanding, these will make the letter of understanding null and void and the terms of Article 9.2 Educational Subsidy Fund will take effect.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective proper officers duly authorized in that behalf on this the _____ day of _____, 20__.

The Board of Trustees of St. Thomas
Aquinas Roman Catholic Separate
School Division

The Alberta Teachers' Association

PER: Board Chair

PER: Secretary-Treasurer