

COLLECTIVE AGREEMENT

BETWEEN

**THE RED DEER CATHOLIC
SEPARATE SCHOOL DIVISION**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

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This Collective Agreement between

The Red Deer Catholic Separate School Division

(hereinafter referred to as the “Employer”)

Party of the first part

and

The Alberta Teachers’ Association,

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

(hereinafter referred to as the “Association”)

Party of the second part

Effective April 10, 2019, 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/Education Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.

Effective date of ratification of the 2018-20 local Memorandum of Agreement (May 26, 2020), the whereas statement above is repealed and replaced by the following whereas statement:

Whereas this collective agreement is made pursuant to the laws of the province of Alberta as amended from time to time including but not limited to the School Act/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 Parties desire that these matters be set forth in a Collective Agreement to govern the following terms of employment of the teachers.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH

1. APPLICATIONS/SCOPE

1.1 Effective April 10, 2019, this Collective Agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the Employer excepting those positions agreed to be excluded in local bargaining between the Employer and the Association.

Effective date of ratification of the 2018-20 local Memorandum of Agreement (May 26, 2020), clause 1.1 above is repealed and replaced by the following clause:

- 1.1 *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the Employer, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Employer and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
 - 1.1.1 *Except for Article 5, 15 and 16, none of the provisions of this Collective Agreement shall be applicable to substitute teachers.*
- 1.2 **Excluded Positions**
 - 1.2.1 Superintendents and any other designations which include the term superintendent.
 - 1.2.2 Supervisors and any other designations which include the term supervisor.
- 1.3 *Effective date of ratification of the 2018-20 local Memorandum of Agreement (May 26, 2020), all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *Effective April 10, 2019, the Association is the bargaining agent for each bargaining unit and:*
 - a) *has exclusive authority to bargain collectively with Teachers' Employer Bargaining Association (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*
 - b) *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*
- 1.5 *Role of TEBA (Effective date of ratification of the 2018-20 local Memorandum of Agreement (May 26, 2020))*
 - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations*

Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the Employers in any agreement with respect to central terms.

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

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

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

1.7 Effective April 10, 2019, 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 Effective April 10, 2019, this Collective Agreement cancels all former Collective Agreements and all provisions appended thereto.

1.9 Effective April 10, 2019, this Collective Agreement shall enure to the benefit of and be binding upon the Parties and their successors.

1.10 Effective date of ratification of the 2018-20 local Memorandum of Agreement (May 26, 2020), all provisions of this collective agreement shall be read to be gender neutral.

1.11 Structural Provisions

1.11.1 Policy Advisory Committee

1.11.1.1 Both Parties to this Collective Agreement agree to establish a Policy Advisory Committee consisting of the following membership:

a) Three (3) teachers employed by the Red Deer Catholic Separate School Division;

b) Two (2) Trustees;

c) The Superintendent of Schools.

1.11.1.2 The Employer agrees to consult with the Policy Advisory Committee on proposed changes, which directly affect teachers, to the Policy Manual prior to implementing such changes.

1.11.1.3 No more than one (1) Trustee sitting on The Employer's Negotiating Committee and no more than one (1) teacher sitting on the Association's Local Teacher Welfare Committee (TWC) may sit on the Policy Advisory Committee.

1.11.1.4 Prior to the establishment of the school year, the Employer will submit a draft of the proposed school year calendar to the Policy Advisory Committee for their input and recommendations.

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—Effective April 10, 2019*

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 date of the then existing Collective Agreement and shall be initiated by a written notice from 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—Effective April 10, 2019*

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 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—Effective April 10, 2019*

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

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

2.5 Bridging—Effective April 10, 2019

- 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—Effective April 10, 2019

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

2.7 Opening with Mutual Agreement—Effective April 10, 2019

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

2.8 Provision of Information—Effective April 10, 2019 and until date of ratification of the 2018-20 local Memorandum of Agreement (May 26, 2020)

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by each Employer, each Employer shall provide to the Association at least once each year no later than October 31, a list of its teachers who are*

members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.

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

- a) *Teacher distribution by salary grid category and step as of September 30;*
- b) *Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
- c) *Most recent Employer financial statement;*
- d) *Total benefit premium cost;*
- e) *Total substitute teacher cost; and*
- f) *Total allowances costs.*

2.8 *Provision of Information (Effective date of ratification of the 2018-20 local Memorandum of Agreement (May 26, 2020), the following clause repeals and replaces clause 2.8 above)*

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

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

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

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent Employer financial statement;*

- 2.8.2.4 *Total benefit premium cost;*
- 2.8.2.5 *Total substitute teacher cost; and,*
- 2.8.2.6 *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 Payment for Year-Round Education Program

- 3.1.1.1 Year-Round Education means the organization of a school in which students are provided with instruction for a maximum of 200 days as per the School Act/Education Act. The school year shall be divided into four instructional periods of appropriate equal duration, separated by vacation or intercessional periods.
- 3.1.1.2 The Year-Round Education school year shall begin on or about August 1, and end on or about June 30.
- 3.1.1.3 For teachers teaching in a Year-Round Education program, their annual salary shall be computed on the same basis as all teachers covered by the Collective Agreement.
- 3.1.1.4 For those teachers in a Year-Round Education program, employed by the Employer or with another Employer in Alberta prior to their start of teaching in the Year-Round Education program, their salary will be paid in twelve equal monthly installments for the months of September to August in any given year.
- 3.1.1.5 For those teachers, teaching in a Year-Round Education program, new to the teaching profession in Alberta, their salary will be paid in one of two ways:
 - i) Salary and benefits shall be paid in twelve equal installments from August to July in each year
 - ii) Salary and benefits will be paid in twelve equal installments from September to August in each year. An advance is available in the month of August in the first year of employment with the Employer and will be recouped equally from the September, October and November cheques. Teachers will be eligible for benefit coverage effective August 1 in the year of employment with the Employer.
- 3.1.1.6 The vacation or intercession periods shall be deemed as non-instructional periods for teachers assigned to the Year-Round Education program.

3.2 Grid

3.2.1 *For the purpose of this Collective Agreement, a teaching day shall be defined as set forth in Section 97, Subsection (1) of The School Act/Section 205 Subsection (1) of the Education Act, and shall also include those days declared by the Employer for teacher professional development and parent/teacher interviews.*

3.2.2 *The university education of a teacher, as determined by the Teacher Qualifications Service, and the length of teaching experience computed as hereinafter provided, shall together determine the salary rate to be paid during the term of this Collective Agreement to each full-time teacher employed by the Employer.*

Tabulated as Article 3.2.3 following are the annual salary rates for each recognized year of university education and for each recognized year of experience, per Article 3.4.

3.2.3 *Effective September 1, 2018:*

Years of Teaching Experience	Years of Teaching Education		
	4	5	6
0	58,959	62,367	66,242
1	62,455	65,863	69,738
2	65,951	69,359	73,234
3	69,447	72,855	76,730
4	72,943	76,351	80,226
5	76,439	79,847	83,722
6	79,935	83,343	87,218
7	83,431	86,839	90,714
8	86,927	90,335	94,210
9	90,423	93,831	97,706
10	93,919	97,327	101,202
	10X3496	10X3496	10X3496

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 (TQS) in accordance with the principles and policies established by the Teacher*

Salary Qualifications Board pursuant to the Memorandum of Agreement dated March 23, 1967, among the Department of Education, the Alberta School Trustees' Association and The Alberta Teachers' Association.

- 3.3.2 *Adjustment dates for changes in the grid placement shall be September 1 and January 1 for the full years of teacher education completed by August 31 and December 31 respectively.*
- 3.3.3 *Each teacher commencing employment with the Employer shall supply satisfactory evidence of teacher education or proof of having applied for same to the Employer within 45 calendar days from the date of commencement of employment. Each teacher claiming additional teacher education shall supply satisfactory evidence of the increase in teacher education within 45 calendar days of receipt of proof of completion of the courses from the Educational Institution in which they were enrolled. If satisfactory evidence is not submitted within 45 calendar days, salary shall be adjusted effective the beginning of the month following submission of satisfactory evidence or proof of having applied for same. Should the teacher supply the required proof as described above, their salary will be adjusted retroactively.*
- 3.3.4 *Until the teacher submits satisfactory evidence, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for their teaching certificate.*
- 3.3.5
 - a) *In the event of an appeal or request for re-evaluation by a teacher of an aforementioned T.Q.S. evaluation, salary will be adjusted to the appropriate grid step in clause 3.2.3 as determined by the years of education recognized as a result of the appeal and years of teaching experience determined as per clause 3.4, retroactively to the date of the evaluation which is being appealed or re-evaluated, providing such action is initiated by the teacher within fifteen (15) calendar days of the date of said T.Q.S. evaluation. Written proof of such an action by the teacher is required by the Employer to substantiate a claim under these provisions.*
 - c) *If an appeal or re-evaluation is not launched by a teacher within the said fifteen (15) days, salary shall be adjusted effective the beginning of the month following submission of the result of the action by the teacher.*
- 3.3 *Education (Effective September 1, 2019, the following repeals and replaces clause 3.3 above)*
 - 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the*

policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.

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

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

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

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

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

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

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

3.4 Experience (Effective until August 31, 2019)

3.4.1 Effective September 1, 2017, 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 *Effective September 1, 2017, a teacher shall be granted only one (1) experienced increment during any one (1) school year.*
- 3.4.3 *Effective September 1, 2017, previously unrecognized experience gained in one school year with an Employer may be carried over for calculation of experience increments in the following school year with that same Employer.*
- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with an Employer being carried over for the calculation of experience increments in the 2017-18 school year with that same Employer.*
- 3.4.5 *A teacher that has been employed with the Employer under a temporary, interim, probationary, or continuous contract and who provides active teacher service with the Employer for a minimum of 120 full-time equivalent teaching days shall be eligible for one teaching experience increment. When the 120-day requirement has been met, the teacher will then start over in their accumulation of credit towards another increment.*
- 3.4.6 *A teacher entering the employ of the Employer shall be granted teaching experience increments in accordance with 3.4.5 above. The Parties agree that previous teaching experience in a home schooling or post-secondary institution shall not count as teaching experience for salary purposes.*
- 3.4.7 *The adjustment date for changes in the number of years allowed for teaching experience shall be on the first teaching day of the school year, February 1st, or on commencement of employment.*
- 3.4.8 *No teacher shall receive increments for experience gained while not holding a valid teaching certificate or letter of authority.*
- 3.4.9 a) *The onus of substantiating previous teaching experience rests with the teacher.*
- b) *Proof of previous experience, or proof of having applied for same, must be submitted to the Employer within 45 calendar days of commencement of employment.*
- c) *If such evidence as referred to in Clause (b) is submitted within the forty-five (45) calendar days, salary shall be paid according to this experience effective the date of commencement of the school year, or the date of commencement of employment, whichever is applicable. If such evidence is not submitted within the aforementioned forty-five (45) days, the teacher shall be placed in the salary schedule according to the most recent acceptable statement of experience, or at the minimum of their category according to years of university education, and salary shall be*

adjusted effective the beginning of the month following submission of such evidence.

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

Teachers shall:

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

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

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

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

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

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

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

Prior Experience

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

a) Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero years of experience on the salary grid.

b) If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.

- c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
 - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
 - c) *The written confirmation is signed by an authorized officer of the previous employer.*
- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between employers covered by PECBA. At the time of movement from another employer, the receiving Employer shall assume the recognition of experience provided by the previous employer.*
- 3.4.10. *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*
- 3.4.11. *Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

3.5 *Special Considerations: Vocational Education Teachers*

- 3.5.1 *At the time of hiring, the Employer or its agents, in consultation with the Association or its agent, may place a teacher at any step of experience or education on the salary grid provided that:*
- a) *This original placement is justified on the basis of trades or other specialized training and/or experience in business, trade, or industry.*

b) Advancement after original placement will be on the basis of professional training under clause 3.3 and teaching experience under clause 3.4.

c) Training – one year education on grid for journeyman certificate or diploma related to their teaching assignment on original placement. Second ticket \$1,000/year.

3.5.2 Experience

(1) one year for each year of vocational experience up to a maximum of 4 years.

(2) one year for every two years after that.

(3) both (1) and (2) only if valid journeyman or diploma.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations

4.1.1 Any new position/designation not specified in the Collective Agreement, to which a teacher will be designated and an allowance paid, shall have the allowance for the new position/designation determined through negotiation with the Negotiating Subcommittees of the Employer and the Association. This process shall occur prior to the creation, advertisement, and filling of said position. New positions/designations are identified as any other than the following: Principals, Division Principals, Alternative Program Principals, Vice-Principals, Assistant Principals, Directors, Coordinators, Department Heads and Lead Teachers.

4.2 Administration Allowances:

a) The provisions of Article 4 shall apply to part-time teachers on a pro-rated basis as specified in clause 6.2.2.

b) In addition to the basic salary rate, there shall be paid Administration Allowances in accordance with the following schedule;

4.2.1 *Principals - the basis for principals' allowance shall be the number of students registered, inclusive of students enrolled in Early Childhood Services classes, at the school on September 30 of each school year.*

- First 100 students or less – 24.5% of minimum salary rate for four years of teacher education.

- 101-300 students - .06% of minimum salary rate for four years of teacher education per student.

- 301+ students - .04% of minimum salary rate for four years of teacher education per student. Effective for the 2020/2021 school year, 301 - 1049 students - .04% of minimum salary rate for four years of teacher education per student.
 - Effective for the 2020/2021 school year, 1050+ students - .03% of minimum salary rate for four years of teacher education per student.
 - Notwithstanding, no principal shall receive an allowance which is less than the highest vice-principal's allowance plus 1%.
 - Where a major shift occurs, lasting at least a calendar month, the administrative allowance of the principals involved shall be adjusted upwards or downwards to reflect the new student count. A major shift is 15%. Such adjustments are effective in the calendar month following the shift.
- 4.2.2 *Division Principals – The Employer may appoint Division Principals for the Division where such positions are deemed necessary by the Employer. A Division Principal shall be paid a salary equal to their grid placement plus the average annual principal allowance of all school principals.*
- 4.2.3 *Alternative Program Principals – The Employer may appoint Alternative Program Principals for the Division where such positions are deemed necessary by the Employer. For the purposes of this Collective Agreement, alternative programs refer to schools where online, outreach, or home school programs are the primary focus. An Alternative Program Principal shall be paid a salary equal to their grid placement plus the average annual principal allowance of all school principals. Alternative Program Principals are eligible for lieu days under this Article.*
- 4.2.3.1 *Clause 4.2.3 does not apply to current Alternative Program Principals and will apply to new Alternative Program Principals as the current positions are vacated. This clause shall expire on June 30, 2019.*
- 4.2.4 *Effective September 1, 2019, notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*
- 4.2.5 *Vice Principals - The Employer may appoint a vice-principal in schools where such a position is deemed necessary by the Employer. A vice-principal shall be appointed in schools with a student population of 350 or*

greater. The vice-principal shall have a minimum of 50% time free for administrative duties. The vice-principal shall be paid at 50% of the principal's allowance.

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

4.2.6 Assistant Principals - The Employer may appoint an assistant principal in schools where such a position is deemed necessary by the Employer. The assistant principal shall have a minimum of 25% time free for administrative duties. The assistant principal shall be paid at 25% of the principal's allowance.

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

4.2.7 Directors – The Employer may appoint Directors for the Division where such positions are deemed necessary by the Employer. Directors shall be paid a salary equal to their grid placement plus 70% of the average annual principal allowance of all school principals.

4.2.8 Coordinators – The Employer may appoint coordinators for the Division where such positions are deemed necessary by the Employer. The coordinators shall be paid a salary equal to their grid placement plus 37.54% of the average annual principal allowance of all school principals.

4.2.9 Department Heads and Lead Teachers – A teacher designated by the Employer to be a Department Head or a Lead Teacher shall be paid an allowance equivalent to 14.29% of the average annual principal allowance of all school principals. If the teacher's full-time equivalency (FTE) is less than 1.0, their allowance will be calculated by multiplying their FTE by the allowance.

4.2.10 A teacher who has successfully completed the Certificate in Theological Studies, The Certificate of Religious Education Program, the Certificate in Catholic School Administration, the Graduate Diploma in Religious Education, or the Master's Degree in Religious Education, as recognized by the Employer, will be paid an additional \$1,050 per year, provided that these courses are not recognized by Teacher Qualification Services for grid placement.

4.3 Red Circling

4.3.1 Where the Employer initiates the transfer of an administrator or an adjustment of school attendance areas, their salary will be red circled for three years. The administrator will receive the higher: their current salary

frozen at the June 30 rate; or the salary of the school they have been designated to. After the three-year period; the administrator's salary will be governed by clause 4.2 of this Collective Agreement.

- 4.3.1.1 Effective the 2020-2021 school year, red circled allowances will not be used to calculate the average principal allowance or any other allowance calculation under Article 4. All calculations involving the average principal allowance will be based on the actual number of students registered, inclusive of students enrolled in Early Childhood Services classes, at each school, exclusive of the Alternative Program Principals, on September 30 of each school year.

4.4 Acting/Surrogate Administrators (Relief Principals) – Compensation

- 4.4.1 The Principal of a school shall designate one or two staff member(s) to be Relief Principal(s). The Relief Principal(s) will assume the authority and responsibility of the Principal in the absence of the Principal, Vice-Principal and Assistant Principal. The Relief Principal will be paid 10% of the Principal's allowance in a school that has neither a Vice-Principal nor an Assistant Principal. The Relief Principal will be paid 2.45% of minimum salary rate for four years of teacher education in a school that has either a Vice-Principal or an Assistant Principal. If two members have been designated as Relief Principal, the allowance will be split equally between the two. In addition, for functioning in this capacity for an extended time, 1/200 of the Principal's allowance will be paid for each day in excess of twenty accumulated days in a school year.

4.5 *Teachers with Principal Designations (Effective September 1, 2017 and until the date of ratification of the 2018-20 local Memorandum of Agreement (May 26, 2020))*

- 4.5.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the Employer must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*

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

4.5 *Teachers with Principal Designations (Effective date of ratification of the 2018-20 local Memorandum of Agreement (May 26,2020), the following repeals and replaces clause 4.5. above)*

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

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

4.6 Other Administrator Conditions

4.6.1 Lieu Days

4.6.1.1 In recognition of the administrative responsibilities and time commitments required of principals and vice-principals, it is acknowledged that a degree of flexibility should exist with respect to the work schedules of school based administrators.

4.6.1.2 Principals, vice-principals and assistant principals shall be eligible to be absent from duty for two operational days during each school year. These absences will be with full salary and benefits.

4.6.1.2.1 These absences require the notification and approval of the Superintendent or designate.

4.6.1.2.2 Lieu days shall not be accumulated or paid out under any circumstances.

4.6.1.2.3 All lieu days are subject to the same terms and requirements set out in clauses 12.2 and 12.3.

4.6.1.2.4 Without the approval of the Superintendent or designate, lieu days shall not be used in conjunction with personal leave days under Article 12 that would result in an absence greater than three (3) consecutive work days.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

5.1.1. *A substitute teacher shall be paid at the following rates:
\$200.78 per day (effective until April 30, 2019)*

and \$109.87 per half day, effective September 1, 2016.

These rates are inclusive of a vacation pay allowance in accordance with the Employment Standards Code.

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

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

5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid: After two consecutive substitute teaching days in the same position, a substitute shall be paid 1/200 of their grid position effective the third day and every consecutive day thereafter.*

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

5.3 Other Substitute Teachers

5.3.1 When a teacher is absent, a certificated substitute teacher will be hired to replace the teacher whenever possible. The Employer will establish a system to reward teachers who substitute internally when the Employer is unable to book a substitute for the absent teacher.

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 pro-rated portion of a teacher's assignable time.*

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

6.2 *Part-time Teachers Salaries*

6.2.1 *Provisions of this Collective Agreement in respect of salary shall be applicable to part-time teachers on a pro-rated basis.*

6.2.2 *(a) The provisions of this Collective Agreement, other than Article 7, shall be applicable to part-time teachers on a pro-rated basis in the same proportion as the teacher's period of actual service bears to a year of full-time service. Part-time teachers that are on a 50% contract or greater shall receive the full benefit of Article 7. Part-time teachers on contract of less than 50% shall not be eligible to enroll in the benefit plans set out in Article 7.*

(b) Each kindergarten class assignment shall be recognized as 0.5 of a full-time teaching assignment.

6.3 Other Part-time Teacher Conditions

6.3.1 Movement between Part-time and Full-Time Assignment

6.3.1.1 A teacher on a continuous full-time contract who volunteers for a part-time assignment shall, at the commencement of the subsequent school year, revert back to a full-time assignment (1.0 FTE) unless, prior to April 1, the teacher requests and receives a continuous part-time assignment. The teacher will be required to sign a continuous part-time contract at this time.

6.3.2 Alteration of Part-time Equivalent:

6.3.2.1 Teachers on a continuous part-time contract shall not have their full-time equivalent status vary more than plus or minus .2 FTE without mutual consent of both parties.

6.3.3 Job Sharing

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

6.3.3.2 A shared job assignment may be granted by the Employer in accordance with the following terms.

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

b) Notwithstanding any other clause in this Collective Agreement, the cost of premiums for benefits for which the teachers are eligible under the terms of this Collective Agreement (Article 7) shall be shared between each teacher and the Employer. The Employer shall be responsible for the proportion of benefit costs equal to the proportion of the full-time position taught by each teacher. Where a teacher has a job share and part-time position, benefits shall be pro-rated based on the total full-time equivalency.

c) On approval of the application of the teachers, the Employer shall grant the shared job assignment for a guaranteed period of one school year. By April 30 in the school year of the shared job assignment, the teachers involved must advise the Employer that they wish to return to their former status or they must apply for a continuation of the shared job assignment.

7. GROUP BENEFITS

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

7.1.1 *The Employer shall subscribe to the insurance policies made available by the Alberta School Employee Benefit Plan (A.S.E.B.P.).*

7.1.2 a) *The Employer shall make available to its employees participation in the Extended Health Care Benefit Plan 1 of A.S.E.B.P. Only those employees insured in similar plans by their spouses may be exempted from participation.*

b) *The Employer will make available participation in A.S.E.B.P. Dental Plan 3. Participation in this plan shall become a condition at commencement of employment, unless covered by a spousal plan.*

7.1.3 *The Employer shall pay 100% of the premiums of A.S.E.B.P., Plan 2 Life Insurance, of the Extended Health Care Benefit Plan 1, of the Extended*

Disability portion of A.S.E.B.P. Plan D., and of A.S.E.B.P. Dental Care Plan 3.

- 7.1.4 *Effective September 1, 2019, the Employer shall pay 100% of the premiums of A.S.E.B.P Vision Care Plan 3 and Accidental Death and Dismemberment Plan 2.*

7.2 *Group Benefits Eligibility*

- 7.2.1 *The Employer shall make available group insurance to its employees, and employee participation shall be a condition of employment.*
- 7.2.2 *When a teacher on continuous contract leaves the employ of the Employer on June 30, payment of benefits in July and August will continue in accordance with Clause 7.1.3 and 7.1.4.*
- 7.2.3 *It is understood that the payment of premiums of the aforementioned benefit plans shall permit the Employer to retain and not pass on to teachers any rebate of premiums otherwise required under E.I. Regulations.*

7.3 *Health Spending Account (Expires August 31, 2020)*

- 7.3.1 *The Employer will contribute to an individual Health Spending Account (through ASEBP) for each teacher. \$133.25 per month (\$1599.00 annually)*

7.3 *Combined Health Spending Account/Wellness Spending Account (Effective September 1, 2020)*

- 7.3.1 *The Employer will contribute to an individual combined Health Spending Account/Wellness Spending Account (through ASEBP) for each teacher. \$133.25 per month (\$1599.00 annually)*

7.4 *Other Group Benefits*

- 7.4.1 *Benefits for Retirees on Contract: Notwithstanding sections 7.1, 7.2 and 7.3, a teacher employed under a contract by the Employer that is in receipt of ATRF pension, will receive reimbursement for the costs of their ASEBP retirement benefit plan.*

8. CONDITIONS OF PRACTICE

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

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

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

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

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

- a) *operational days (including teachers' convention)*
- b) *instruction*
- c) *supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
- d) *parent teacher interviews and meetings*
- e) *Employer and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
- f) *staff meetings*
- g) *time assigned before and at the end of the school day*
- h) *other activities that are specified by the Employer to occur at a particular time and place within a reasonable work day*

8.2.2 *Teachers have professional obligations under the School Act/Education Act and regulations made pursuant to the School Act/Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by the Employer. 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 Time for Individual Professional Development (PD) Plans:

8.3.1.1 When a teacher attends professional development activities outside the set Division calendar period or during earned lieu time, when these duties have been assigned, an equivalent amount of time will be given in sub days to be used for that teacher's personal professional development. This time does not include after school PD sessions or associated Saturday conference time.

If the request for professional development comes from the Employer, then it will be the Employer's responsibility to pay for the reimbursed sub time. If the request is that of the school, it will be the school's responsibility to pay for the reimbursed sub time.

8.3.2 Parent-teacher Conferences:

8.3.2.1 It is recognized that parent/teacher conferences may be scheduled after 4:00 p.m. When a teacher participates in scheduled conferences after 4:00 p.m., an amount of time free of duties equal to that scheduled, to a maximum of one school day for each set of parent/teacher conferences, shall be provided to the teacher on the day following the scheduled parent/teacher conferences.

8.3.3 Duty Free Lunch:

8.3.3.1 Noon hour supervision shall be the responsibility of each individual school. Each school shall have the right to hire personnel to perform noon hour supervision.

8.3.3.2 Notwithstanding, all teachers shall have a ½ hour duty-free lunch break each day. (Expires August 31, 2019)

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

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

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

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

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plans—Effective April 10, 2019

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

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

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

9.2 Professional Development Funds

9.2.1 The Employer will allocate an amount of \$525.00 per teacher per year for personal professional development. The \$525.00 per year can be accumulated to a maximum of \$1,575.00. Substitute teacher costs for the teacher while attending a professional development activity will be reimbursed from their personal professional development fund. (This clause expires on August 31, 2020)

9.2.1 Effective September 1, 2020, the Employer will allocate an amount of \$650.00 per teacher per year for personal professional development. The \$650.00 per year can be accumulated to a maximum of \$1,950.00. Substitute teacher costs for the teacher while attending a professional development activity will be reimbursed from their personal professional development fund.

9.2.2 A teacher's absence for any professional development activity will not exceed two teacher days per year, unless approved by the teacher's principal. The professional development activity shall adhere to the goals of the Division Professional Development Plan.

9.2.2.1 Effective June 1, 2019, clause 9.2.2 shall be revised as follows:

9.2.2 The professional development activity shall adhere to the goals of the Division Professional Development Plan, the teacher's professional growth

plan or will enhance the teacher's skills and abilities regarding their extracurricular school commitment. No professional development activity of the same or similar nature will be approved in successive years for an extracurricular request.

9.2.2.1 A teacher's absence for any professional development activity will not exceed two teacher days per year, unless approved by the teacher's principal.

9.2.2.2 Any professional development activity involving out of country travel will be approved no more than twice in every three-year period, unless otherwise approved by the Superintendent or designate.

9.2.2.3 Effective September 1, 2020, a teacher may use professional development funds to cover costs incurred for tuition fees and textbooks, where the teacher has successfully completed courses approved by the Employer.

9.3 Tuition Reimbursement: Educational Subsidy Program (Expires on the date of ratification of the 2018-2020 local Memorandum of Agreement (May 26, 2020))

9.3.1 The Employer will commit $\frac{1}{2}$ of 1% of the previous year's total instructional salary expenditures as gathered in Account 2050 of the Employer's Classification of Accounts for the purpose of implementing the Educational Subsidy Program.

9.3.2 The Employer will pay 75% of costs incurred for tuition fees and text books, to a teacher for successfully completed Alberta courses approved by the Employer.

9.3.3 For non-Alberta courses, the reimbursement will be 75% of the cost of the course (tuition fees and books) or 75% of the equivalent cost of an Alberta undergraduate or graduate course, whichever is least.

9.3.4 The first priority will be given to teachers applying to take courses pertinent to their role as a teacher in the Division. The second priority will be given to university courses aimed at meeting the requirements of post-graduate certificate or degree.

9.3.5 Application must be made in writing to the Superintendent of Schools or designate before enrollment.

9.3.6 The subsidy will be paid upon proof of successful completion and presentation of documents relating to the cost of the course.

- 9.3.7 The teacher shall return to the Employer any subsidies received should they fail to work out the remainder of the school year.
- 9.3.8 Any unused Educational Subsidy monies in any year shall accumulate as an Educational Subsidy Surplus Fund to a maximum of 2% of the previous year's total instructional salaries, as in clause 9.3.1 above. Should the Employer receive requests that exceed the amount of allocation in clause 9.3.1, a portion of the Educational Subsidy Surplus Fund may be re-allocated to the Education Subsidy Program as described in clause 9.3.1. This re-allocation is subject to approval of Association Local No. 80 Council of School Representatives.
- 9.3.9 The Employer will pay an applicant approved by the Employer, from the Educational Subsidy Surplus Fund, for the purpose of upgrading educational qualifications. Payment under this clause shall be granted at the rate of 65%, or as otherwise mutually agreed between the teacher and the Employer, of the annual grid salary for the year which leave is granted, based on the average full-time equivalency of the teacher during the five years prior to the year of leave, payable at the rate of 1/12 of the leave allowance so determined, for each month of leave, with payments to commence on the last day of the first calendar month of the leave. A.S.E.B.P. privileges will remain in effect during the leave, however, will be paid by the teacher during the sabbatical.
- 9.3.9.1 When professional improvement leave is granted for periods of less than a full year, payments under this clause shall be at the rate of 65%, or as otherwise mutually agreed between the teacher and the Employer, of annual grid salary for the year in which the leave is granted, computed for the number of teaching days on leave in ratio to 200, payable in equal monthly installments, for each month of leave, with payments to commence on the last day of the first calendar month of the leave.
- 9.3.9.2 A teacher receiving benefits under this clause shall not be eligible to receive benefits under Clause 9.3.2. A teacher who taught with the Employer for less than five (5) years shall not be eligible for benefits under this clause.
- 9.3.9.3 Application for leave under this clause shall be submitted prior to March 1 for leave commencing September 1, and June 1 for leave commencing January 1.
- 9.3.9.4 Each application for leave shall be considered on its own merits by the Employer and the applicant(s) must be notified of the Employer's decision within 30 days of the above submission dates.

9.3.9.5 A teacher who is granted leave shall, upon their return, be given a position no less favourable than the one they had before the leave, and experience increment will be allowed.

9.3.9.6 A teacher who is granted leave shall agree in writing to serve the Employer for a period of not less than one year for each semester taken.

10. SICK LEAVE / Medical Certificates and Reporting

10.1 *Sick Leave Benefits are sponsored by the Employer, and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.*

10.2 a) *In the first year of service with the Employer, a teacher shall be credited with twenty (20) days sick leave at the beginning of the school year.*

b) *During the second and subsequent years of service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of an accident, sickness or disability, for 90 calendar days.*

c) *A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to full-time duty, and upon presentation of a medical certificate, be entitled to an additional sick leave benefit of 90 calendar days.*

d) *For the purpose of this Collective Agreement, an interrupted sick leave for the same illness shall be counted as one illness.*

e) *Should the Employer request a teacher to undergo a medical examination by a physician named by the Employer, the Employer will reimburse the teacher for the expenses incurred for such medical examination.*

10.3 *Before any payment is made under the foregoing provisions, the teacher shall provide:*

a) *A statement, in a form approved by the Employer, signed by the teacher substantiating any absence.*

b) *At the request of the Employer, a certificate from the teacher's attending medical or dental practitioner where the absence is for a period of more than three (3) days.*

10.4 a) *Teachers shall be eligible for sick leave from the onset of injury, illness or disability to the extent of sick leave credited to them or for 90 consecutive calendar days, whichever is less.*

b) When a teacher is eligible for extended disability benefits contained elsewhere in the Collective Agreement, the provisions for sick leave shall be suspended.

10.5 Provisions of this Article shall not be applicable when a teacher is on another leave (other than sick leave, or complications arising out of a pregnancy) without pay, or while on strike.

10.6 In the event that a teacher wrongfully claims Sick Leave Benefits, or abuses the privileges, they shall be considered absent without leave.

10.7 The provision of this Article shall apply to part-time teachers on a pro-rated basis as specified in Article 6.2.

11 MATERNITY, ADOPTION AND PARENTAL LEAVE

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

11.1.1 a) Teachers shall be entitled to the provisions of Maternity Leave (15 weeks) and Parental Leave (37 weeks) as outlined in the Employment Standards Code. The Employer will make available the combined leave provisions for adoption (52 weeks).

b) When a teacher is unable to attend work and perform duties for reasons associated with her pregnancy, the teacher shall be eligible for one of the following options:

(i) If the absence begins prior to 10 weeks before the estimated date of delivery and continues without return to work, the teacher shall be placed on sick leave until such point as the teacher is eligible to apply for Extended Disability Benefit.

(ii) If the absence begins within the 10-week period before the estimated date of delivery, or on the date of delivery, the teacher shall choose either (a) or (b) below. Such choice shall apply until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.

11.1.2 a) The Employer shall implement and maintain a Supplementary Unemployment Benefit (SUB) Plan, which shall provide teachers on maternity leave with 95 percent of their weekly salary under the SUB Plan during 13 weeks of leave. The Employer shall pay the portion of the teacher's benefit plan premiums specified in Article 7 of the Collective Agreement for the 13-week period.

(b) The teacher may access sick leave entitlement with pay as specified in Clause 10.4 of the Collective Agreement for the period of sickness or disability.

(c) The teacher will be eligible to apply, and shall apply for, extended disability benefits should the illness-related absence due to pregnancy extend beyond the 13-week period.

(d) The Employer shall implement and maintain a Supplementary Unemployment Benefit (SUB) Plan, which shall provide teachers on adoption leave with 95 percent of their weekly salary under the SUB Plan during 13 weeks of leave. The Employer shall pay the portion of the teacher's benefit plan premiums specified in Article 7 of the Collective Agreement for the 13-week period.

11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave Effective April 10, 2019 (Effective for maternity and/or parental leaves that commenced before May 1, 2019)

11.2.1 Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.

11.2.2 Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the Employer to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing Collective Agreement, for a period of up to 12 months.

11.2.3 Notwithstanding Clause 11.2.2 subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.

11.2.4 A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.

11.2.5 If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.

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

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

11.1 Maternity Leave

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

11.1.2 Maternity leave shall be without pay and benefits except as provided in clause 11.3.

11.1.3 A teacher shall, when possible, give the Employer three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.

11.1.4 The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.

11.1.5 Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.

11.2 Parental Leave

11.2.1 Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.

11.2.2 Parental leave shall be without pay and benefits except as provided in clause 11.3.

11.2.3 The teacher shall give the Employer at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.

11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*

11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

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

11.3 Salary Payment and Benefit Premium Payment

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

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

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

- a) *The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.*
- b) *The Employer shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during 13 weeks of leave.*

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

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

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

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

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

11.4.3 Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Employer portion of the benefit premiums.

11.4.4 A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.

11.4.5 If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.

11.4.6 If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 A teacher may request from the Superintendent or designate a maximum of two (2) days off per school year for personal reasons. These approved days shall be at no cost to the teacher.

12.2 Except in the case of a request under sub-clause 12.5, a request for leave for personal reasons must be made in accordance with the following conditions:

(a) in writing

(b) on the form established by the Employer

(c) to the Superintendent or designate, through the teacher's principal or supervisor,

(d) at least two (2) weeks in advance of the date(s) the teacher wishes to use the personal leave days. Effective June 1, 2019, at least one (1) week in advance of the date(s) the teacher wishes to use the personal leave days,

(e) stating the replacement arrangement to be put in place should the requested days be approved, and

(f) the availability of a substitute teacher (if required) at the time of the request.

12.2.1 No reasons need to be provided under this Article.

12.3 Without the permission of the Superintendent or designate, the second or carried forward third personal leave days shall not be used:

(a) in conjunction with any holiday or holiday period exceeding three (3) days, including weekends, except as provided in clause 12.3.1,

(b) during any scheduled Parent-Teacher Interview days,

(c) to engage in any activity for financial gain,

(d) during scheduled professional development days, or

(e) during observed 'faith day(s)' set by the Employer.

12.3.1 Effective June 1, 2019, in the case of a holiday or holiday period exceeding three (3) days, including weekends, any unused personal leave day (unrestricted or restricted) can be used, at any time, to extend a holiday period under clause 12.3 (a).

12.3.2 Effective June 1, 2019, a personal leave day, when used under clause 12.3.1, cannot be combined with either personal leave days under Article 12 or lieu days under Article 4.

12.4 One unused personal leave day from the current school year may be moved forward to the next school year for use in that school year, however, that carried forward personal leave day shall not be carried forward a second time. The maximum number of personal leave days that can be approved in any school year shall not exceed three (3) personal leave days.

12.5 In the case of emergency, a request may be made by the teacher directly to the Superintendent or designate by phone, with confirmation in writing in accordance with the conditions set out above.

12.6 The order in which personal leave days are requested, be they the unrestricted day or the restricted second or carried forward third personal leave days under clause 12.3, will be at the discretion of the teacher.

12.7 Without the approval of the Superintendent or designate, personal leave days shall not be used in conjunction with lieu days under Article 4 that would result in an absence greater than three (3) consecutive work days.

12.8 *The provisions of this Article shall apply to part-time teachers on a pro-rated basis as specified in clause 6.2.*

13 ASSOCIATION LEAVE AND SECONDMENT Effective April 10, 2019, except for clause 13.3.1

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

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

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

13.3.1 *Subject to operational requirements and the approval of the Superintendent, a teacher who is elected president of Local 80 shall be granted a 0.2 FTE release time for one year without pay, and the Local shall reimburse this cost to the Employer, with no cost to the Employer.*

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

14 OTHER LEAVES

14.1 *Bereavement, Critical Illness and Funeral Leaves*

14.1.1 *A teacher is entitled to a maximum of five teaching days for each occurrence because of critical illness and a maximum of five teaching days due to the death of a spouse, child, parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law or a relative who is a member of the teacher's household, and up to three teaching days to attend the funerals of aunts or uncles of the teacher or spouse or nieces or nephews of the teacher or spouse or close personal friends.*

14.2 Impassable Roads/ Inclement Weather Leave

14.2.1 The Superintendent or designate may grant leave of absence with pay and benefits where a teacher is prevented from traveling from the teacher's usual place of residence to work because of impassable roads due to inclement weather. Impassable roads mean roads temporarily closed by municipal or provincial authorities or, a reasonable effort to travel to work has been made by the teacher, but due to road conditions, the teacher was unable to attend at work. Where roads are reopened or become passable during the workday, the teacher is expected to attend at their place of work.

14.3 Leave for Child's Arrival

14.3.1 Each teacher is entitled to two days of parental leave to attend to the birth or adoption of their child at no cost to the teacher.

14.4 Family Medical Leave

14.4.1 *A teacher shall be entitled to use four days of accumulated sick leave per year for the illness of a child, spouse or household member.*

14.4.2 *Effective June 1, 2019, clause 14.4.1 will be revised as follows:*

14.4.1 A teacher shall be able to use four days of accumulated sick leave per year for the illness or medical needs of a child, spouse, parent, or other household member.

14.4.3 *Effective the first day of the month following the signing of the 2016-2018 Collective Agreement by the Parties (August 1, 2019), or June 1, 2019, whichever is the earlier, a teacher shall be eligible for one (1) additional day per year for family medical leave for the illness or medical needs of the teacher's child, spouse, parent or other household member.*

14.5 Discretionary Leave

14.5.1 The Employer may grant additional leaves not covered elsewhere in this Collective Agreement with pay and benefits, without pay and benefits, or without pay and with benefits.

15 CENTRAL GRIEVANCE PROCEDURE (Effective April 10, 2019 until April 30, 2019)

15.1 *This procedure applies to difference:*

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

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

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

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

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

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

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 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 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 Employer affected by the difference may be invited to participate in the discussion about the difference.*
- 15.10 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Employer, and any affected teacher or teachers.*
- 15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 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 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 Employer rectify any failure to comply with the Collective Agreement*
 - b) *An affected Employer pay damages to the Association, affected teacher or teachers, or both.*

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

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

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

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

15 CENTRAL GRIEVANCE PROCEDURE (Effective May 1, 2019)

15.1 *This procedure applies to differences:*

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

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

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

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

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

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

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

15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the*

difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.

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

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

a) *TEBA and the Association.*

b) *Any affected Employer.*

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

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

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

16 LOCAL GRIEVANCE PROCEDURE

16.1 A grievance is defined as any difference between an employee covered by this Collective Agreement and the Employer, or as in the proper case between the Association and the Employer concerning the interpretation, application, operation or alleged violation of this Collective Agreement. All grievances, including any dispute as to whether the difference is arbitrable, shall be dealt with as follows without stoppage of work or refusal to perform work.

16.2 If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned.

16.3 The time limits specified in this Article shall not include Saturdays, Sundays and other holidays. Although time is of the essence, the time limits may be extended by the consent of both Parties in writing.

16.4 The grievance shall be in writing and must include a statement of the following:

a) The name(s) of the aggrieved,

b) The nature of the grievance and the circumstances which gave rise to the grievance,

c) The remedy or correction the Employer is requested to make, and

d) The section(s) where the Collective Agreement is claimed to be violated.

16.5 An earnest effort shall be made to settle a grievance in the manner hereinafter described:

STEP 1 – The written grievance shall be promptly submitted to the Superintendent of the Employer and to the secretary of the Association local as the case may be, within twenty (20) days from the date of the incident giving rise

to the grievance or from the date the grievor first had knowledge of the incident, whichever is later.

An Employer grievance may be filed in writing within ten (10) days of the event giving rise to same and shall be submitted to the Association Local TWC Chair.

The Superintendent shall meet with the grievor who may appear with or without a representative within ten (10) days of the receipt of the grievance in order to resolve the dispute, and the Superintendent shall render their decision in writing within five (5) days of the aforementioned meeting.

STEP 2 – Failing satisfactory settlement, and within ten (10) days after the Superintendent's response in Step 1, the written grievance may be submitted to an interpretation committee, which shall be comprised of two (2) members of the Employer, and two (2) members of the Association. The committee shall meet the grievor within ten (10) days following the receipt of the grievance, and shall endeavour to resolve the dispute, and shall render its decision within ten (10) days of the meeting.

If the interpretation committee reaches a unanimous decision as to the disposition of the grievance, that decision shall be final and binding.

STEP 3 – In the event the interpretation committee does not meet within the time prescribed in Step 2, or in the event the said committee does not reach a unanimous decision, the grievance may be processed by either of the Parties to Arbitration as hereinafter provided.

- 16.6 The Party seeking arbitration may, within ten (10) days of the date being advised that the interpretation committee failed to resolve the dispute, or that the committee failed to meet as provided, request the formation of a Board of Arbitration by notifying the other Party in writing by registered mail, of its desire to arbitrate, and at the same time, shall submit the name of the person nominated by them to be their appointee on the Arbitration Board.
- 16.7 Within five (5) days the Party receiving the above notice shall notify the above appointee and the other Party of its appointee to the Arbitration Board. If the Party receiving the notice fails to make an appointment, the other Party may request the Director of Mediation Services to make the necessary appointment.
- 16.8 The two (2) appointees so selected shall, within a period of five (5) days, select a third person to act as Chairman. If the appointees fail to agree on a third person to act as Chairman within five (5) days, the appointment shall be made by the Director of Mediation Services upon the request of either Party.
- 16.9 The Arbitration Board shall determine its own procedures but shall give full opportunity to all parties to present evidence and to be heard.

16.10 The Arbitration Board shall conduct its hearings as soon as possible following the appointment of the Chairman. The written Award of the Arbitration Board shall be given to the parties as soon as possible following completion of the hearing.

16.11 The decision of the Arbitration Board is final and binding upon the parties and upon any employee affected by it. The decision of a majority of the Arbitration Board members is the Award of the Arbitration Board, but if there is not a majority, the decision of the Chairman governs and it shall be deemed to be the Award of the Arbitration Board.

16.12 The Arbitration Board:

- a) Shall not have power to alter or amend or modify the provisions of the Collective Agreement, or to substitute any provision or to give any decision inconsistent with the terms of this Collective Agreement.
- b) Shall have jurisdiction to determine whether the grievance presents an arbitrable issue.
- c) Is limited in its jurisdiction to determine upon only those matters specifically raised in the grievance.
- d) Shall not entertain any matter submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure.

16.13 Each Party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two Parties shall bear equally the expenses of the Chairman.

17 EMPLOYMENT

17.1 Transfers

17.1.1 The Employer requiring a teacher to transfer to another school exceeding a distance of 55 km. from Montfort Centre shall pay the reasonable moving expenses necessarily incurred by their family as a result of such transfer, providing such transfer requires a change of residence.

17.2 Subrogation

17.2.1 Interpretation

17.2.1.1 Cost of Absence means the total remuneration paid by the Employer during a period when the teacher was absent from work.

- 17.2.1.2 *Interest* means interest calculated in accordance with the provisions of the *Alberta Judgement Interest Act*, RSA 2000, c.J-1, and amendments and regulations thereto.
- 17.2.1.3 *Judgement or Settlement* means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
- 17.2.1.4 *Remuneration* means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.
- 17.2.1.5 *Teacher* means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.
- 17.2.2 In the event that the Employer incurs a cost of absence as a result of an act or omission of a third party, the Employer is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:
- 17.2.2.1 the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;
- 17.2.2.2 the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
- 17.2.2.3 the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
- 17.2.2.4 the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
- 17.2.2.5 the teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
- 17.2.2.6 upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;

17.2.2.7 the teacher shall not release any third party from the cost of absence without the consent of the Employer; and

17.2.2.8 the Employer's consent to settlement shall not be unreasonably withheld.

17.2.3 When as a result of judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest.

17.2.4 When as a result of a judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest.

17.2.5 The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this section 17.2.

17.2.6 In exercising any of its rights under section 17.2, the Employer shall have due regard for the interests of the teacher.

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

Signed on _____, 2021

Signed on _____, 2021

On Behalf of the Association

On Behalf of the Employer

Mr. Brice Unland, TWC Chair

**Mr. Kim Pasula, Chair
Red Deer Catholic Separate School Division**

Mr. Corey Borys, NSC Co-Chair

**Mr. Roderic M. Steeves, Secretary Treasurer
Red Deer Catholic Separate School Division**

Signed on _____, 2021

**Mr. Sean D. Brown, Associate Coordinator
Collective Bargaining, Teacher Employment
Services**

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

Signed by the parties on October 11, 2018.

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

1. Scope

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

2. Process

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

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

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

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

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

Signed by the parties on October 2, 2018.

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

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

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

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

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.

Letter of Understanding #5: Wellness Spending Account (WSA)

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8: Right to Disconnect

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

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

1. Interested Employers, along with their related Association bargaining units, will express their interest in participating in the pilot project to TEBA and the Association in writing, by June 15, 2019.

2. TEBA and the Association will encourage participation in this project among Employers and Association bargaining units.

3. The pilot project may be ended early with mutual agreement of the Employer and related Association bargaining unit.

4. Each participating Employer and related Association bargaining unit will strike a project steering committee with equal representation from each party. At the discretion of the Employer, the steering committee may include other staff groups in the project.

5. Where leave is required, substitute teacher costs will be reimbursed as provided for in Article 13.

6. The project steering committee will develop a project plan and submit it to TEBA and the Association by June 30, 2019 for information.

7. Each project plan should include:

- A commitment to support staff health and wellness.*
- A statement that clarifies when it is acceptable for staff to send and review electronic communications.*
- A plan for dealing with emergencies and exceptions.*
- A plan for communication to staff and stakeholders of the project plan.*
- An evaluation phase for the project including a plan for consulting staff and stakeholders on the impact of the pilot project.*

8. The project steering committee will conduct an evaluation and submit results to TEBA and the Association by May 30, 2020.

9. The pilot project will conclude on August 31, 2020.

LETTER OF UNDERSTANDING #9: Classroom Learning Conditions and Pupil Teacher Ratio

The Employer has been and continues to be committed to providing the best possible learning conditions for its students. The Employer and its teachers acknowledge and recognize that lower class size (lower learning group size) play a significant role in the establishment of optimal teaching and learning environments.

The Employer has dedicated instructional funding to address classroom sizes. This was achieved through increasing the complement of teachers in the Division. The initiative resulted in an increase of Full-Time Equivalent (FTE) teachers from 265.09 to 283.85 and a reduction in the Division Pupil Teacher Ratio (PTR) from 17.53:1 in 2000/2001 to 17.33:1 in 2001/2002. The result was an overall decrease in class size within the system, especially in K-3 grades. Furthermore, the Employer continues to be committed to make a reasonable effort, given resources to:

- i) Maintain the current Pupil Teacher Ratio for grades K-3; and*
- ii) Sustain or reduce the Division PTR.*

LETTER OF UNDERSTANDING #10: Substitute Teachers for Proctoring of Students During Final Examinations and Diploma Examinations at RDCSSD High Schools

The Parties agree that during the final examinations days at high schools in Red Deer Catholic Separate School Division, which occur on or about the last 2 weeks of January and June of each school year, Substitute Teachers who are hired to proctor students during these final examinations and Alberta Education Diploma examinations ("Final Examination Days") and undertake related duties assigned by the Principal or designate, will be paid the rate identified in clause 5.1.1-5.1.3 of this Collective Agreement for the duration of the Final Examination Days notwithstanding the length of hire.

Furthermore, the Parties agree that the Substitute Teacher hired by the Employer to perform duties assigned by the Principal or designate related to organizing the distribution and collection of the examinations, and organizing the Substitute Teachers to proctor the students during the Final Examination Days will be paid pursuant to clause 5.2.1 of this Collective Agreement.

Letter of Understanding #11: Alberta Health Care Insurance Premiums (Expires on the date of ratification of the 2018-2020 local Memorandum of Agreement (May 26, 2020))

In the event that Alberta Health Care premiums are reintroduced during the term of this Collective Agreement, the Employer will pay the premiums for eligible teachers up to \$33.00 per month for single coverage or \$66.00 per month for family coverage.

Letter of Understanding #12: November 2020 Lieu Day (Expires December 1, 2020)

For the 2020-2021 school year, the parties agree to move the November 2020 lieu day to November 12, 2020. Although as per Collective Agreement article 8.3.2.1, the lieu day is to occur immediately after Parent Teacher Interviews for 2020-2021 school year, the parties agree to move this date to November 12, 2020 for the 2020-2021 school year only.