

COLLECTIVE AGREEMENT

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

BETWEEN

**HOLY FAMILY CATHOLIC REGIONAL
DIVISION NO. 37**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this 24 of November 2020 between Holy Family Catholic Regional Division No. 37 (Employer) and the Alberta Teachers' Association (Association).

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

Effective October 22, 2019, the whereas statement above is repealed and replaced by the following whereas statement:

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

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

Whereas the parties desire that these matters be set forth in an agreement to govern the following terms of employment of the said teachers;

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

1. APPLICATION/SCOPE

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

Effective October 22, 2019, clause 1.1 above is repealed and replaced by the following clause:

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

1.2 Excluded Positions

- 1.2.1 Superintendent
- 1.2.2 Assistant superintendent(s)
- 1.2.3 Any other designations which include the term superintendent with non-teaching duties
- 1.3 *Effective October 22, 2019, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
 - 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.4.2 *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective October 22, 2019)*
 - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Divisions in any agreement with respect to central terms.*
 - 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
 - 1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms*
- 1.6 *The Employer retains those rights of management not specifically limited by the express terms of this agreement.*

Effective October 22, 2019, clause 1.6 above is repealed and replaced by the following clause:

- 1.6 *The Employer retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective October 22, 2019, all provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2 List Bargaining

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

2.3 Central Matters Bargaining

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

2.4 Local Bargaining

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

2.5 Bridging

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

2.6 Meet and Exchange

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

2.7 Opening with Mutual Agreement

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

2.8 Provision of Information (Effective until October 22, 2019)

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by each employer, the 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 *The Employer shall provide the following information to the Association and to TEBA annually:*
- a) *Teacher distribution by salary grid category and step as of September 30;*
 - b) *Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
 - c) *Most recent Employer financial statement;*
 - d) *Total benefit premium cost;*
 - e) *Total substitute teacher cost; and*
 - f) *Total allowances cost.*

2.8 Provision of Information (Effective October 22, 2019, the following clause repeals and replaces clause 2.8 above)

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by the 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 *HSAWSA/RRSP utilization rates;*

2.8.2.3 *Most recent Employer financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 The Employer shall pay all teachers monthly one-twelfth (1/12) of the salary rate in effect for that month on the twenty-fifth (25th) day of each month or the next banking day, except December when it shall be the third last operational day before Christmas. For the months of July and August, if a teacher requests in writing by April 1, they shall receive two one-twelfth (1/12) payments on or before July 10.

3.1.2 Teachers teaching for the first year with the Employer, may request and receive a mid-month pay cheque not to exceed 1/2 of the estimated monthly salary, after the first two weeks of work.

3.1.3 Payment of the full amounts for administration shall commence on the effective date of appointment of the administrator.

3.2 Grid

3.2.1 *The salaries and terms and conditions of the teachers' employment with the Employer are governed by the provisions of this agreement and any statutory provisions relating thereto.*

3.2.2 *The following shall determine the placement on the salary schedule:*

3.2.2.1 *The amount of teacher education, pursuant to article 3.3,*

3.2.2.2 *The length of teaching experience, pursuant to article 3.4.*

3.2.3 *Effective September 1, 2018*

Years of teaching experience	Years of University Education			
	Four	Five	Six	Seven
0	60,027	63,445	66,862	70,280
1	63,867	67,291	70,708	74,126
2	67,717	71,134	74,556	77,981
3	71,560	74,979	78,397	81,814
4	75,400	78,826	82,250	85,674
5	79,251	82,669	86,089	89,510
6	83,092	86,510	89,941	93,366
7	86,938	90,357	93,781	97,208
8	90,791	94,205	97,627	101,051
9	94,634	98,050	101,468	104,888

3.3 Education (Effective until August 31, 2019)

3.3.1 *The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service in accordance with principles and policies established by the Teacher Salary Qualifications Service pursuant to the memorandum of agreement dated March 23, 1967, among the Department of Education, the Alberta School Trustees' Association (now the Alberta School Employers' Association) and the Association.*

3.3.2 *Placement on the salary schedule shall be pursuant to the most recent valid statement of qualifications at the first day of the school year or on commencement of employment and/or February 1st.*

3.3.3 *Each teacher claiming additional teacher education and each teacher commencing employment with the Employer, shall supply a valid statement of qualifications to the Employer within sixty (60) calendar days from commencement of the school year or from the date of commencement of employment or February 1st.*

- 3.3.3.1 *If the valid statement of qualifications is submitted within the sixty (60) calendar days, salary shall be paid according to that statement of qualifications effective the date of commencement of the school year, or the date of commencement of employment, or February 1st, whichever is applicable.*
- 3.3.3.2 *If such evidence is not submitted within the aforementioned sixty (60) calendar days the teacher shall be placed in the salary schedule according to the most recent acceptable valid statement of qualifications or if such statement of qualifications is not available, as determined by the Superintendent of Schools in conjunction with the secretary-treasurer of the Employer. In the event that a TQS evaluation is not available in that school year, the teacher shall be paid at not more than year four (4) on the grid. When such evidence is subsequently provided the teacher's salary shall be adjusted effective at the beginning of the month following submission of such evidence.*
- 3.3.3.3 *Conditions of clauses 3.3.2 and 3.3.3 shall be waived if written evidence of application to the Teacher Qualifications Service is submitted to the secretary-treasurer of the Employer within sixty (60) calendar days.*

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

- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2 *The adjustment dates for increased teacher's education shall be September 1, and February 1.*
- 3.3.3 *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*

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

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

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

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

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

3.4 Experience (Effective until August 31, 2019)

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

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

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

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

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

3.4.4 *Provisions 3.4.1 through 3.4.3 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 calculation of experience increments in the 2017-18 school year with that same Employer.*

- 3.4.5 *A teacher who provides active teaching service with the Employer for a minimum equivalent of 125 teaching days in the same school year shall be eligible for one teaching experience increment.*
- 3.4.5.1 *Part-time teachers who provide service under contract with the Employer for an equivalent period of 125 full days shall be eligible for an experience increment.*
- 3.4.5.2 *Substitute teachers shall be eligible for a salary experience increment upon the accumulation of each one hundred twenty-five (125) full days of substitute teaching with the Employer.*
- 3.4.6 *The number of days of teaching experience with a school board earned by a teacher prior to engagement by the Employer is counted as if it had been teaching experience in schools under the Employer's jurisdiction.*
- 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 1 or on commencement of employment.*
- 3.4.8 *Each teacher claiming additional teaching experience and each teacher commencing employment with the Employer, shall submit a written statement of teaching service from previous employers to the Employer within sixty (60) calendar days from commencement of the school year or from the date of commencement of employment. An extension shall be granted upon submission of proof by the teacher of having applied for required statement(s) of previous teaching experience within the sixty (60) calendar days.*
- 3.4.8.1 *If such evidence is submitted within the sixty (60) 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.*
- 3.4.8.2 *If such evidence is not submitted within the aforementioned sixty (60) calendar 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. The teacher's salary shall be adjusted effective the beginning of the month following submission of such evidence.*

3.4.9 *The portion of each teacher's maternity leave for which Supplemental Unemployment Benefit (SUB) is paid shall count for increment purposes.*

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

Teachers shall:

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

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

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

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

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

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

Prior Experience

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

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

c) If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.

3.4.7 The Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.

3.4.8 A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:

a) The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;

b) The position held while earning the experience was one that required a valid teaching certificate; and,

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

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

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

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

3.5 Special Considerations: Effective September 1, 2019

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

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

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

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

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

3.6 Other Rates of Pay

3.6.1 Service Outside the Operational Days

3.6.1.1 Teachers and Administrators who provide professional service outside the regular school year, at request of the Employer, shall be compensated one two-hundredth (1/200th) of their total annual salary for a full day of service or one four-hundredth (1/400th) for each half-day. A half day is defined as any service provided up to three (3) hours. Any service beyond three (3) hours is defined as a full day.

3.7 Other Allowances

3.7.1 Retention Allowance

3.7.1.1 After fifteen (15) continuous years of service as a teacher under contract with the Employer, a teacher shall be eligible for the following retention allowance:

\$1,253 per annum to be paid in 12 equal instalments.

3.7.1.2 Continuous years of service shall be determined once in each school year as of June 30. Once a teacher attains the required years of continuous service, the long service allowance shall be paid effective the following school year.

3.7.1.3 Continuous years of service is defined as service earned while drawing a pay cheque from the Employer. Continuous years of service shall not be interrupted by virtue of being granted a maternity or adoption leave, leave of absence without pay, without pay and benefits or extended disability, however these leaves of absences shall not be counted in determining the fifteen (15) years of service.

3.7.2 Northern Travel Benefit Allowance

3.7.2.1 For the purposes of this agreement, 10% of the annual salary as set in clause 3.2.3 to a maximum of Four thousand dollars (\$4,000.00) shall be considered to be a Travel Assistance Benefit paid and shall be indicated in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefit to the Employer.

3.7.3 Convention Expenses and Allowance

3.7.3.1 A teacher who is engaged by an Association Convention as a speaker shall be entitled to retain any honorarium and/or stipend provided by the Convention Association. Attendance at the convention will be administered in accordance with the provisions of this Collective Agreement.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Administration Allowances

4.1.1 Principal Allowances

In addition to the salary in clause 3.2.3, each Principal shall receive, monthly, an allowance equal to one-twelfth (1/12) of the following schedule.

4.1.1.1 *\$12,810 basic allowance; plus*

4.1.1.2 *\$769 for each of the first 10 certified teachers; plus*

4.1.1.3 *\$536 for each additional certified teacher;*

4.1.1.4 *The teacher count shall be as of October 31 of the current school year.*

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

4.1.2 Vice Principal and Assistant Principal Allowances

4.1.2.1 *In addition to the salary in clause 3.2.3, each Vice-Principal shall receive 50 per cent of the allowance paid to the Principal.*

4.1.2.2 *The Assistant Principal shall receive 25 per cent of the principal allowance.*

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

4.1.3 Division Supervisor and Division Coordinator Allowances

In addition to salary in clause 3.2.3, each supervisor or coordinator shall receive, monthly, an allowance equal to one-twelfth of the following schedule:

4.1.3.1 *Division Supervisor: Equal to 20 per cent of the grid position for a teacher with four years education and maximum experience.*

4.1.3.2 *Division Coordinator: Equal to 10 per cent of the grid position for a teacher with four years education and maximum experience.*

4.1.4 Faith Permeation Coordinator

4.1.4.1 *A Letter of Understanding for the Faith Permeation Coordinator.*

4.1.5 Additional Allowances

4.1.5.1 *When additional allowances not covered by this agreement are being paid, a job description for each such position shall be supplied to the local teacher's teacher welfare committee.*

4.2 Red Circling

4.2.1 In the event that the Employer requests a transfer of a school level administrator to a divisional position or a school level administrator to another school for which the administrative allowance is a lesser amount than the administrator is receiving, the administrator shall continue to receive the allowance in effect on the date of the notice of transfer until such time that the provisions of the collective agreement entitle the administrator to an annual allowance which is greater.

4.3 Acting/Surrogate Administrators – Compensation

4.3.1 In the absence of a Principal and Vice-Principal, where applicable, a teacher shall be designated to serve as Acting Principal. When appointed, the Acting Principal shall receive an allowance equal to 1/200 of the Principal's allowance for each day of the appointment.

4.3.2 The administrator or acting administrator, at their discretion, shall be provided release time from teaching duties during the period of designation.

4.4 Teachers with Principal Designations (Effective until October 22, 2019)

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

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

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

otherwise terminated in accordance with the express provisions of the term contract.

4.4 Teachers with Principal Designations (Effective October 22, 2019, the following repeals and replaces clause 4.4. above)

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

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

4.5 Other Administrators Conditions

4.5.1 Allocation and Appointment of Administration

4.5.1.1 *In schools where there are 15 or more teachers (exclusive of the principal) the Employer shall designate a teacher as Vice-Principal or Assistant Principal.*

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 *Effective until April 30, 2019, payment for substitute teachers who work more than half a day shall be 0.234 per cent of the maximum step and four years education per day inclusive of vacation pay.*

5.1.2 *Payment for substitute teachers who work less than half a day shall be 0.117 per cent of the maximum step and four years education inclusive of vacation pay.*

5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$208.91 plus six percent (6%) vacation pay of \$12.53 for a total of \$221.44.*

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

and general holiday pay earned in the 4 weeks immediately preceding the general holiday.

5.1.5 Upon October 22, 2019, and notwithstanding 5.1.2, a substitute teacher shall be paid 60% of the full day rate indicated in clause 5.1.3 for each partial day worked inclusive of holiday pay. A teacher who works more than 60% of an instructional day shall receive 100% of the substitute teacher's daily rate (inclusive of holiday pay). If a teacher works two (2) partial day assignments on the same day they shall receive 100% of the substitute teacher's daily rate of pay (inclusive of holiday pay).

5.2 Commencement of Grid Rate

5.2.1 Number of days to go on grid: Substitute teachers shall be placed on the grid according to their TQS evaluation, on the fourth (4th) consecutive day of substitution for the same teacher.

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

5.3 Other Substitute Teacher Conditions

5.3.1 Cancellation of Substitute Assignment

5.3.1.1 When a substitute teacher has accepted employment, such employment shall not be cancelled after 5:00 p.m. the day before the assignment.

5.3.2 Booking of Substitutes

5.3.2.1 The Employer will make best efforts to ensure that substitute teacher(s) will be hired for each teacher absence, on an instructional day.

6. PART TIME TEACHERS

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

6.1 FTE Definition: Effective September 1, 2019, this provision repeals and replaces clause 6.1 above. Part-time teacher FTE will be determined by the

ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.

6.2 Part-time Teachers Salaries

6.2.1 *Part-time teachers shall receive the salary stipulated in this agreement on a prorated basis according to the percentage of time worked.*

6.2.2 *A part-time teacher shall be paid a salary equal to the percentage of their full-time equivalent compared to that of a full-time teacher.*

6.3 Part-time Teachers Benefits and Proration

6.3.1 *Part-time teachers who work 0.5 FTE or higher are entitled to the same benefits and Employer contributions under Article 7 as full time teachers. Part-time teachers who work less than 0.5 FTE are entitled to fifty percent (50%) benefits and Employer contributions under Article 7.*

6.4 Other Part-time Conditions

6.4.1 *A part-time teacher's FTE will not be varied by more than 0.2 FTE without mutual agreement.*

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

7.1.1 *Subject to the provisions of the master policies, the Employer shall pay 100 per cent of the premiums of the following plans for each teacher.*

7.1.1.1 *ASEBP Extended Health Care Plan I*

7.1.1.2 *ASEBP Extended Disability Plan D*

7.1.1.3 *ASEBP Group Life, Schedule 2*

7.1.1.4 *ASEBP Dental Care Plan III*

7.1.1.5 *ASEBP Vision Care III.*

7.1.1.6 *Effective September 1, 2019 ASEBP Accidental Death and Dismemberment Plan 2*

7.2 Group Benefit Eligibility

7.2.1 *All teachers, as a condition of employment, shall participate in 7.1.1.2 and 7.1.1.3 identified in article 7.1.1 above.*

7.3 Health Spending Account and Wellness Spending Account

7.3.1 *Upon approval from ASEBP as to date of commencement (after October 22, 2019), the Employer shall provide a Health Spending Account/Wellness Spending Account (HSA/WSA) to all eligible teachers. The School Division will contribute Nine Hundred Dollars (\$900.00) for each teacher. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency and the Income Tax Act of Canada.*

7.3.2 *The Health Spending Account shall be administered by ASEBP and the Employer will assume the cost of administering the plan.*

7.3.3 *For those teachers employed as of October 31, the Employer will deposit the full amount of the HSA no later than November 30.*

7.3.4 *For those teachers hired after October 31 through the interim or temporary contract, the following will apply:*

7.3.4.1 *A teacher on interim or temporary contract employed by the Employer the following September will receive the prorated HSA amount the following year.*

7.3.4.2 *A teacher on interim or temporary contract for less than a year and not returning the following year will be entitled to a prorated HSA that will be administered by the division.*

7.4 Other Group Benefits

7.4.1 Employment Insurance Premium Reduction

7.4.1.1 *It is understood that payment made toward the aforementioned benefit plans shall permit the Employer to retain and not pass on to teachers any rebate of premiums otherwise required under the Employment Insurance Commission regulations.*

7.4.2 Group Benefits – Retired Teachers

7.4.2.1 *When a teacher participating in the ASEBP early retirement package or other form of retirement benefit package is employed by the Employer, the Employer will*

pay the teacher the amount the Employer would be required to contribute to the teacher benefit premiums if that teacher were to be enrolled under article 7.1.1.

8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

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

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

8.2 Assignable Time Definition

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

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

8.2.2 *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by employers. Teachers have discretion, to be exercised*

reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.

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

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

8.3 Other Conditions of Practice

8.3.1 Preparation Time

8.3.1.1 *The Employer shall not unilaterally impose additional responsibilities that reduce the amount of personal preparation time available during the school day.*

8.3.2 Duty Free Lunch (Effective April 7, 2019)

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

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

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

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

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

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

9.2 Tuition Assistance Allowance

- 9.2.1 Teachers shall be able to access funds for approved courses to support their professional growth plans up to the same amount as the established school professional development funding.
- 9.2.2 Upon proof of successful completion of a university-accredited course, a teacher shall be reimbursed up to \$1,459 per full course per school year or up to \$730 per half course. A full course is defined as 78 university credit contact hours and a half course is defined as 39 university credit contact hours. Applications, including the details of the course to be taken must be submitted to the Employer prior to May 31 of the school year the course was completed. No teacher shall be entitled to receive benefit from this provision for more than one full course per school year.
- 9.2.3 Tuition Assistance Allowance is not available to those teachers on approved Educational Leave as per clause 9.3.3.

9.3 Professional Improvement / Educational Leave

- 9.3.1 Educational leave shall mean any leave of absence granted to a teacher for professional development through study. A teacher who has been employed by the Employer for five years or more may, upon application, be granted leave of absence by the Employer for one year or for one-half year.
- 9.3.2 A leave of absence granted by the Employer under clause 9.3.1 shall be subject to the following conditions and understanding:

- 9.3.2.1 that the teacher will spend the leave in improving professional qualifications as a teacher, in such a manner as is approved by the superintendent of schools,
 - 9.3.2.2 that the teacher will not engage in remunerative work during the leave, unless the remuneration is accorded in connection with a fellowship awarded by the education institution where studies are pursued,
 - 9.3.2.3 that the leave will be taken during one school year only,
 - 9.3.2.4 that the teacher will return to regular duty with the Employer at the opening of schools for the next school year or for the next half school year, as the case may be.
 - 9.3.2.5 A teacher who is granted educational leave shall give an undertaking, in writing, to return to their duties following the expiry of their leave and shall not resign or retire from teaching service other than by mutual agreement between the Employer and the teacher, for a period of at least two (2) years after resuming duties.
- 9.3.3 The remuneration of a teacher granted educational leave shall be an annual salary, payable in 12 equal monthly instalments of: 70 per cent of the teacher's salary in effect at the time the leave was granted. Maximum salary under this article shall be 70 per cent of the 4 year maximum in effect at the time the leave was granted.
- 9.3.4 Remuneration for an educational leave granted for a half-year by the Employer shall be calculated on a prorated basis in accordance with clause 9.3.3.
- 9.3.5 If a teacher receives less than the full remuneration entitled under 9.3.3, the time that they are required to provide service shall be prorated in accordance with the remuneration. In any event, the teacher shall be required to return to their duties for a period for at least one year.
- 9.3.6 Should a teacher by mutual agreement, resign or retire from the service of the Employer before completing their two (2) years of service following such leave, the repayment of educational leave salary with interest, as charged by the bank where the Employer transacts its business, shall be made to the Employer on a prorated basis.
- 9.3.7 Experience increments will not be granted to teachers for the period of leave.

- 9.3.8 A teacher on leave of absence under clause 9.3.1 shall return to the same school in an equivalent position or another assignment agreeable to the teacher.
- 9.3.9 For leaves commencing on or after September 1, applications must be made on or before the first of March of the same calendar year.
- 9.3.10 The Employer shall consider all applications and shall grant at least one educational leave per year if any applications are received. All applicants shall be informed of the Employer's decision on or before the last day of March in each year.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 *Annual sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness or disability, in accordance with the following schedule:*
- 10.2 *Sick leave shall accumulate during the first year of service at the rate of 100 per cent of the unused portion of the yearly 20 days (two days per month worked). Where a teacher teaches for less than a school year, authorized absence under this clause may in the aggregate not exceed two days for each month taught.*
 - 10.2.1 *Upon active commencement of duties in the second consecutive school year of continuous employment under a contract of continuous employment with the Employer all unused sick leave credits shall be cancelled.*
 - 10.2.2 *During the second and subsequent years of service, sick leave with full salary will be granted for sickness for a period of 90 calendar days.*
 - 10.2.3 *Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon return to duty, shall be entitled to an additional 90 calendar days of sick leave.*
 - 10.2.4 *In instances where the teacher has been continuously absent for a period of 60 or more calendar days, reinstatement of the sick leave entitlement shall be made contingent on the teacher providing a medical certificate (Appendix A), signed by a medical practitioner prior to the date of return verifying that the teacher is able to return to work on a continuing basis.*
 - 10.2.5 *In addition, the 90 calendar days shall not be reinstated until the teacher has been actively at work for 10 consecutive teaching days, unless the absence is a result of a new medical condition supported*

by a certificate signed by a medical practitioner (Appendix B). Should a teacher be unable to fulfill the above requirement then sick leave shall only be available to the extent of the unused portion of the initially available 90 calendar days.

10.2.6 Upon submission of a receipt for the cost of completing the certificate along with the completed certificate, the Employer shall reimburse the teacher for the charges levied by a medical practitioner for the completion of the certificate as per clause 10.2.4 and 10.2.5.

10.2.7 These certificates shall only be amended by the agreement of the parties.

10.3 On the termination of employment of a teacher, all sick leave entitlements with the Employer shall be cancelled.

10.4 If the absence is for a period of more than three (3) consecutive days, the teacher is required to present a medical certificate within a reasonable time.

10.5 After 90 continuous calendar days of illness or medical disability, no further salary shall be paid. When a teacher has been on sick leave and wishes to return to work, the teacher may be required by the Employer to provide medical evidence, satisfactory to the Employer, that the teacher is fit to commence duties as assigned, at the Employer's expense.

10.6 In the event there is an epidemic or public health notice issued by the local public health authority, the Employer may waive the requirement to provide a medical certificate upon notification to the Association.

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)*

Teachers are entitled to 15 weeks of maternity leave.

11.1.1 The maternity leave will begin at the discretion of the teacher. The teacher shall, when possible, notify the Employer of her leave requirements six weeks in advance of the first day of leave.

11.1.2 The Employer may request a statement from a physician indicating the approximate date of delivery.

11.1.3 Maternity leave shall be without pay and Employer contributions towards benefit premiums except for as provided in paragraph (a).

a) (i) *The Employer shall implement and maintain a SUB plan which shall provide teachers on maternity leave with one hundred per cent (100%) of their weekly and benefits salary under the SUB plan for the health-related portion of the leave.*

(ii) *The Employer shall pay its portion of each teacher's benefit plan premiums during the health-related portion of her maternity leave. The remainder of the maternity leave not covered by the health-related portion shall be without pay and Employer contributions toward benefit premiums.*

(iii) *SUB payments shall be payable for a maximum of 17 weeks or for the period covered by accumulated sick leave, whichever is less.*

(iv) *After 90 consecutive calendar days of disability the teacher shall apply for EDB and no further salary, or SUB shall be payable. The Employer shall advise each teacher to apply for EDB at least 30 days in advance of her expected eligibility for such benefit.*

b) *Or the teacher may access sick leave entitlements at full pay and benefits in accordance with clause 10.*

11.1.4 *In addition to the 15-week leave, each teacher shall be eligible for a further 37-week parental leave without pay and Employer contribution to benefit premiums provided such is continuous with the maternity leave.*

During this period, the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays 100 per cent of the premiums directly to ASEBP.

11.1.5 *Parental Leave following Maternity Leave*

a) *At least two weeks prior to the 37 week parental leave commencing, each teacher shall endeavor to provide written notice to the Employer of the date they plan on returning to work.*

b) *Within this 37- week parental leave the teacher may amend their return date, in consultation with the Superintendent or designate, providing they give the Employer four weeks' notice of the new return date.*

11.1.6 Adoption Leave

- a) *A teacher shall be entitled to 37 weeks of adoption leave, within 52 weeks of the child being placed with the adoptive parent, without pay or Employer contribution to benefit premiums.*
- b) *The teacher concerned shall notify the Employer six weeks prior to commencement of the leave. If matters arising from adoption procedures prevent such notice the teacher shall provide such notice as is possible.*
- c) *Within this 37 week adoption leave the teacher may amend the return date, in consultation with the Superintendent or designate, providing the teacher gives the Employer four weeks' notice of the new return date.*

11.1.7 Parental Leave

- a) *A teacher is entitled to 37 weeks of parental leave provided the teacher has not accessed the provisions of clauses 11.1.4 or 11.1.6.*
- b) *The teacher shall provide six weeks' notice of intent to commence leave. If matters arising from a birth or adoption prevent such notice the teacher shall provide such notice as is possible.*
- c) *Within this 37- week parental leave the teacher may amend their return date, in consultation with the Superintendent or designate, providing the teacher gives the Employer four weeks' notice of the new return date.*

During this period, the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays 100 per cent of the premiums directly to ASEBP.

- 11.1.8 *Teachers returning from maternity leave, parental leave, or adoption leave shall be returned to the position held at the commencement of the leave or an equivalent position agreeable to the teacher.*

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

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

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Employer to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Employer portion of the benefit premiums.*
- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall*

reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 A teacher shall be granted two (2) days personal leave per school year without loss of pay and without deductions for substitute pay providing that:

12.1.1 A substitute is available.

12.1.2 A planned program is available for the substitute.

12.1.3 The notice is submitted in writing to the Principal.

12.2 Each teacher may accumulate personal days to a maximum of five (5).

12.2.1 No more than three (3) consecutive days may be taken at any one time. Upon written request to the Superintendent, approval for more than three (3) consecutive days may be granted and notification of decision will be given, in writing, within ten (10) calendar days.

12.3 Notwithstanding clause 12.1 and 12.2, no personal leaves will be granted to teachers during the two (2) days immediately preceding and following Christmas vacation, Easter vacation, spring break, and summer vacation. Upon written request to the Superintendent, approval may be granted if:

12.3.1 no other paid leave can be accessed;

12.3.2 the date of the event is not within the teacher's control;

12.3.3 a substitute is available;

12.3.4 where possible, the request is made two (2) weeks in advance;

12.3.5 any request that does not meet the above criteria will be dealt with on an individual basis in consultation with the Superintendent.

- 12.4 Private business/Personal leave is not to be used to attend and/or facilitate extra-curricular activities (i.e. coaching).

13. ASSOCIATION LEAVE AND SECONDMENT

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

14. OTHER LEAVES

- a) A teacher may also apply for leave of absence for reasonable cause and it shall be at the sole discretion of the Superintendent to grant such leave, to determine the length of the leave and whether it shall be granted with or without salary or with salary less the cost of the substitute.
- b) Notwithstanding the foregoing, the Employer shall continue the premium payment for health insurance plans during leaves of absence of less than five (5) teaching days.

- c) All requests for leave shall be made in writing and shall be made at least one month prior to the beginning of the leave, except in situations of unforeseen or emergency nature, in which case the teacher's request shall be made as soon as they become aware of the situation which prompted the request for leave.
- d) A teacher who has been granted a leave of absence and fails to return on the date granted by the Employer, shall be deemed to have terminated their employment, unless it is subsequently shown that special circumstances prevented them from reporting to their place of work.
- e) Experience increments shall not be granted for leave of absence.
- f) Any eligible leave where teachers wish to maintain benefit insurance coverage will have the option to pre-pay or post-pay contributions with written notification to the Corporate Treasurer.

14.1 Bereavement Leave

14.1.1 In the event of a death, in order to attend a funeral of a father, mother, legal guardian, wife, husband, child, brother, sister, grandparents or grandchildren, uncle or aunt, father-in-law or mother-in-law of the employee, or relative who is a member of the household, bereavement leave with pay will be provided as follows:

14.1.1.1 Up to five (5) working days if death or funeral occurs within a 1,000 kilometre radius from the teacher's usual residence.

14.1.1.2 Up to seven (7) working days if death or funeral occurs outside of a 1,000 kilometre radius from the teacher's usual residence.

14.1.2 A teacher is entitled to a leave of up to three days with salary and benefits to attend the funeral of a relative not mentioned in clause 14.1.1, provided a planned program of instruction can be maintained by the school.

14.2 Critical Illness Leave

14.2.1 In the event of critical illness of a father, mother, legal guardian, wife, husband, child, brother, sister, grandparents or grandchildren, uncle or aunt, father-in-law or mother-in-law of the employee, or relative who is a member of the household, critical illness leave with pay will be provided as follows:

14.2.1.1 Up to five (5) working days if the critical illness occurs within a 1,000 kilometre radius from the teacher's usual residence.

14.2.1.2 *Up to seven (7) working days if the critical illness occurs outside of a 1,000 kilometre radius from the teacher's usual residence.*

14.2.2 *A medical certificate attesting the critical illness must be submitted if requested by the Superintendent or designate. Critical illness is defined as where death of one of the relatives named in 14.2.1 is imminent.*

14.3 Family Medical Leave

14.3.1 *Five (5) days per school year leave shall be granted with full pay for necessary family medical attention provided that the teacher's number of sick leave days as granted by clause 10.2 is reduced by a corresponding amount.*

14.3.2 *Family is defined as spouse, child, parent, parent-in-law and members of the immediate household.*

14.4 Leave for Child's Arrival

14.4.1 For not more than five days, paternity leave shall be granted for the birth of the teacher's own child to be used within two weeks of the day of birth.

14.5 Inclement Weather and Impassable Road Condition Leave

The Superintendent or his designate shall grant leave when the teacher despite reasonable effort, is unable to travel to his school from his usual place of residence because of:

14.5.1 Inclement weather, or

14.5.2 Impassable public road conditions.

14.6 Jury or Crown Witness Duty Leave

14.6.1 A Leave of Absence without loss of pay and benefits, shall be granted

a) for Jury Duty or any summons related thereto; or

b) to answer a subpoena or summons to attend any court proceedings as a witness in a cause other than their own.

14.6.2 The teacher shall reimburse the Employer an equivalent amount of any remuneration, less any expenses, set out by the court.

14.6.3 A teacher shall not be paid for time missed to attend court as a result of being charged with an offence or if acting as a volunteer witness.

14.7 Convocation and University/Post-Secondary Exam Leave

14.7.1 A teacher shall be granted one (1) day without loss of pay or benefits for attendance at their own convocation or other post-secondary graduation.

14.7.2 A teacher may be provided, with pay, at the sole discretion of the Superintendent, in order to write university/post-secondary exams for course(s) in which they are enrolled.

14.8 Family Needs Leave

14.8.1 *A teacher shall be granted two (2) days Family Needs Leave per school year without loss of salary or benefits and without deductions for substitute pay providing that:*

14.8.1.1 *the absence is to take care of obligations/needs of the teacher's child, spouse, parent, parent-in-law, and members living in the teacher's household,*

14.8.1.2 *a substitute is available,*

14.8.1.3 *a planned program is available for the substitute, and*

14.8.1.4 *the notice is submitted in writing to the Principal.*

14.8.2 *These days must be used in the current school year with no carry-over.*

14.8.3 *Notwithstanding clause 14.8.1, no Family Needs Leaves will be granted to teachers during the two (2) days immediately preceding and following Christmas vacation, Easter vacation, spring break, and summer vacation.*

14.8.4 *Notwithstanding clause 14.8.1 or 14.8.3 no Family Needs leaves can be attached to Personal Leave Days or any other leaves.*

15. CENTRAL GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a representative of the Employer affected by the difference is attending a central grievance hearing.

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

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

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

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

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

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

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

a) An affected Employer rectify any failure to comply with the Collective Agreement;

b) An affected Employer pay damages to the Association, affected teacher or teachers, or both.

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

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

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

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

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

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

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

16.2 Informal Step

16.2.1 All such grievances shall be submitted to the Corporate Treasurer, or designate, within thirty (30) operational days of the alleged violation to attempt to resolve the grievance.

16.2.1.1 All grievances must be presented in writing, and shall set out the nature of the difference, the articles of the Agreement that has been allegedly been violated and the remedy sought.

- 16.2.1.2 The Teacher, with or without representation, or in the proper case Association, shall first attempt to resolve any dispute through discussion with the Corporate Treasurer, or designate.
- 16.2.1.3 Notwithstanding 16.2.1.2, a Teacher shall have the right to be accompanied by an Association Representative at any meeting described in this Article.
- 16.2.1.4 In this informal step, the parties agree to share relevant information to the dispute.
- 16.2.1.5 The Corporate Treasurer, or designate, shall provide a written reply to the Teacher within ten (10) operational days.

16.3 Formal Steps

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

16.4 Mediation And/Or Arbitration

- 16.4.1 In the event that the Association is not satisfied with the written response by the Superintendent/Designate, or within ten (10) operational days from the date the Superintendent/Designate response was to be delivered, the Association may refer the matter to Mediation and/or Arbitration as per section 138 of the Alberta Labour Relations Code, Chapter L.1, 2000 (providing for a three person Board).

16.5 Mediation

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

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

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

16.6 Arbitration

16.6.1 Notwithstanding 16.5, either party may request that the dispute be heard by a single Arbitrator.

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

16.6.3 Each party shall appoint one member as its representative on the arbitration board within fifteen (15) operational days of such notice. The two members so appointed shall endeavor to select an Arbitrator.

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

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

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

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

16.6.8 The Arbitration Board shall not change, amend or alter any of the terms of this Agreement. All grievances or differences submitted under this Agreement shall not depend on or involve an issue or contention by either party that is contrary to any provision of this Agreement or that involves the determination of a subject matter not covered by or arising during the term of this Agreement.

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

16.6.10 In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the Arbitration Board) the grievor fails to take necessary action within the time limits specified the grievance shall be deemed to be at an end.

16.6.11 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

17. EMPLOYMENT

17.1 Temporary Contracts

17.1.1 Each teacher on temporary contract shall be notified in writing by May 30, whether or not their contract will be renewed for the following school year. In special cases the letter might be non-committal and contain an explanation.

17.2 Staff Reduction and Retaining

17.2.1 No teacher shall their contract terminated due to staff reduction if a suitable position becomes available through staff attrition.

17.3 Transfers

17.3.1 When a teacher, upon request by the Employer, is transferred to another school which requires a change of residence, the Employer will pay receipted expenses to a maximum of \$1,000.

17.4 Subrogation

17.4.1 Definitions (for the purposes of this article only):

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

17.4.1.2 Interest means interest calculated in accordance with the provision of the *Judgment Interest Act, RSA 2000, c.J-1*, and amendments and regulations thereto.

17.4.1.3 Judgment or Settlement means an order of a court of competent jurisdiction or an agreement whereby the Teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.

- 17.4.1.4 Remuneration means the salary, allowances, benefit premiums, and other monies paid to or in respect of the Teacher by the Employer.
- 17.4.1.5 Teacher means an Employee 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.
- 17.4.2 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 or recovery of the Teacher's from the third party in the amount of the Cost of Absence and without restricting the generality of the foregoing, the following provisions apply:
 - 17.4.2.1 The Teacher shall advise the Employer in advance of the Teachers' 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;
 - 17.4.2.2 The Teacher shall upon request by the Employer include the Cost of Absence, as calculated by the Employer, in the Teachers claim;
 - 17.4.2.3 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;
 - 17.4.2.4 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;
 - 17.4.2.5 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;
 - 17.4.2.6 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.

- 17.4.2.7 The Teacher shall not release any third party from the Cost of Absence without the consent of the Employer; and
- 17.4.2.8 The Employer's consent to settlement shall not be unreasonably withheld.
- 17.4.3 When as a result of Judgment or Settlement with the consent of the Employer, the Teacher recovers a sum equal to all of the Cost of Absence, the Teacher shall, as of the date of Settlement or Judgment, pay the full Cost of Absence recovered to the Employer plus interest, less a proportionate share of legal fees payable thereon by the Teacher to their solicitor with respect to such recovery.
- 17.4.4 When as a result of Judgment or Settlement with the consent of the Employer, the Teacher recovers a sum equal to a portion of the Cost of Absence, the Teacher shall as of the date of Settlement or Judgment, pay to the Employer, the amount of the Cost of Absence recovered plus interest, less a proportionate share of legal fees payable thereon by the Teacher to their solicitor with respect to such recovery.
- 17.4.5 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 provision of this article.
- 17.4.6 In exercising any of its rights under this clause, the Employer shall have due regard for the interests of the Teacher.

IN WITNESS WHEREOF the parties have executed this agreement this 24 day of November, 2020.

THE ALBERTA TEACHERS'
ASSOCIATION

HOLY FAMILY CATHOLIC REGIONAL
DIVISION NO 37




Chairperson of Negotiating Committee



Chairperson of the Employer



Local President



Secretary-Treasurer



Coordinator of Teacher Welfare

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

- a) Where the Association, TEBA, or 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.

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

1. Scope

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

2. Process

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

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

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

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

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

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

New Letter of Understanding #5 – Wellness Spending Account

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

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

Letter of Understanding #9 – School Based Administrator Lieu Days

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

Effective October 22, 2019, Vice-Principals and Assistant Principals will be granted one (1) day in lieu per school year, at a time mutually agreeable to the Vice-Principal/Assistant-Principal and the Principal.

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

Letter of Understanding # 10 – Faith Permeation Coordinator

The teacher currently holding the administrative designation of Faith Permeation Coordinator shall continue to receive their 2011-2012 administrator allowance until either a) they resign from Holy Family Catholic Regional Division No 37, or b) the Faith Permeation Coordinator allowance surpasses their current allowance. At such time, they will receive the Faith Permeation Coordinator allowance.

Letter of Understanding # 11 – Teachers’ Convention Expenses and the CRA

The Employer agrees to maintain an AP that states it shall continue to supply each teacher who attends the ATA Convention with a T2200 attached to the annual T4's.

Letter of Understanding # 12 – Substitute Teachers

The Employer agrees to maintain, in AP 460 Substitute Teachers, an article that states, effective November 1, 2019, when the School Division requests attendance of a substitute teacher at a Division directed professional development, the Division will pay the substitute daily rate as outlined in 5.1.3 of the collective agreement between Holy Family Catholic Regional Division and the Alberta Teachers' Association.

The School Division will maintain, in AP 460 Substitute Teachers, an article that states, effective November 1, 2019,

- Substitute teachers will be paid for travel time at a rate of \$15.00 per hour, to the nearest quarter (0.25) hour.
- By November 1st, 2019, the Superintendent will notify the Teacher Welfare Committee Chair for Holy Family Catholic Teachers which schools will be eligible for this benefit for the 2019-2020 school year.
- On an annual basis, by November 1st, the Superintendent shall define what schools will be eligible for that benefit during that school year and notify the Teacher Welfare Committee for Holy Family Catholic Teachers of same.

Letter of Understanding # 13 – Professional Development for Teachers

The Employer will ensure professional development funding, specifically reimbursement of costs for attendance, certified staff substitute replacement, transportation and subsistence, will be discussed at the Teacher Board Advisory Committee during the 2019-20 school year. The intent of the discussion is to review current practices and propose potential enhancements.

Appendix A

Return from Medical Leave Certificate

1. Employee Name: _____

2. Job Title/Occupation: _____

3. Current Work Capacity:

- Return to work with no restrictions
- Return to work with modified Work

Restrictions on work (i.e. Modified hours or modified duties)

Attending Physician: _____

Date: _____

Appendix B

Certification that Required Medical Leave Is Due to a New Condition Certificate

1. Employee Name: _____

2. Job Title/Occupation: _____

I certify that the condition causing the above named person to be absent from work is different than the condition that required them to be absent on the dates of
_____.

Attending Physician: _____

Date: _____