

# **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**

**THE HOLY SPIRIT ROMAN CATHOLIC  
SEPARATE SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

This collective agreement is made this 21<sup>st</sup> day of April, 2021 between Holy Spirit Roman Catholic Separate School Division (School Division) and the Alberta Teachers' Association (Association).

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

*Effective February 6, 2020, the whereas statement above is repealed and replaced by the following whereas statement:*

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

Whereas 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 a collective agreement to govern the terms of employment of the said teachers;

This agreement will affirm the spiritual, professional, and individual dignity of each and every employee.

Through this agreement, by providing security for its employees, the School Division ensures quality education for the children, the trust given the School Division by the community.

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

## **1. APPLICATION/SCOPE**

- 1.1 Effective until February 6, 2020, this collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the School Division excepting those positions agreed to be excluded in local bargaining between the School Division and the Association.*

*Effective February 6, 2020, clause 1.1 above is repealed and replaced by the following clause:*

- 1.1 This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the School Division,*

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

**1.2 Excluded Positions**

1.2.1 Superintendent of Schools

1.2.2 Deputy Superintendent of Schools

1.2.3 Associate Superintendent of Schools

1.2.4 Assistant Superintendent of Schools

1.2.5 Director and those above the level of Director

1.3 *Effective February 6, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*

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

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

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

1.5 **Role of TEBA** (Effective February 6, 2020)

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

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

- 1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.*
- 1.6 *The School Division retains 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 **Structural Provisions**

1.10.1 **Communication Between the Parties:** The parties hereto recognize that there are in existence at the present time committees for the purpose of communicating the views of teachers on matters of school affairs to the School Division. It is the intention of the parties hereto that the current practices in this regard shall continue during the currency of this agreement.

1.11 *Effective February 6, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

**2. TERM**

2.1 *The term of this 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 fifteen (15) days and not more than thirty (30) days after the central matters and local matters have been determined.*
- 2.3.2 *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

## **2.4 Local Bargaining**

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

## **2.5 Bridging**

- 2.5.1 *Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until*
- 2.5.1.1 *a new collective agreement is concluded, or*
- 2.5.1.2 *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 thirty (30) days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.*

*2.6.2 For local table bargaining, representatives of the Association and a School Division shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first meeting, the Association and School Division 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 School Division may at any time by mutual agreement negotiate revisions to the local matters contained in this collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.*

## **2.8 Provision of Information (effective until February 6, 2020)**

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

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

*2.8.2.1 Teacher distribution by salary grid category and step as of September 30<sup>th</sup>;*

*2.8.2.2 Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*

*2.8.2.3 Most recent School Division financial statement;*

*2.8.2.4 Total benefit premium cost;*

*2.8.2.5 Total substitute teacher cost; and*

2.8.2.6 *Total allowances cost.*

2.8 **Provision of Information** (effective February 6, 2020, the following clause repeals and replaces clause 2.8 above)

2.8.1 *As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31<sup>st</sup> and March 31<sup>st</sup>, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five (5) months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

2.8.2. *The School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30<sup>th</sup> 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<sup>th</sup>;*

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent School Division financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

### **3. SALARY**

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

3.1.1 Teachers under contract, except substitute teachers, shall normally be paid by the 25<sup>th</sup> day of each month.

#### **3.2 Grid**

3.2.1 *The School Division shall pay all of the teachers in its employ the salaries and allowances as herein set forth and computed.*

3.2.2 *The amount of teacher education of a teacher and length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Division. One month's salary shall be considered to be 1/12<sup>th</sup> of the annual salary rate applicable in that month. Tabulated below are the minimum and the maximum salary rates and the experience increments for each year of teacher education.*

*Effective September 1, 2018*

<i>Years of Teaching Experience</i>	<i>Years of Education</i>		
	<i>Four</i>	<i>Five</i>	<i>Six</i>
<i>0</i>	<i>59,487</i>	<i>62,828</i>	<i>66,710</i>
<i>1</i>	<i>62,924</i>	<i>66,273</i>	<i>70,159</i>
<i>2</i>	<i>66,370</i>	<i>69,714</i>	<i>73,593</i>
<i>3</i>	<i>69,812</i>	<i>73,159</i>	<i>77,041</i>
<i>4</i>	<i>73,256</i>	<i>76,602</i>	<i>80,482</i>
<i>5</i>	<i>76,701</i>	<i>80,042</i>	<i>83,925</i>
<i>6</i>	<i>80,140</i>	<i>83,489</i>	<i>87,371</i>
<i>7</i>	<i>83,588</i>	<i>86,931</i>	<i>90,809</i>
<i>8</i>	<i>87,031</i>	<i>90,374</i>	<i>94,257</i>
<i>9</i>	<i>90,471</i>	<i>93,815</i>	<i>97,699</i>
<i>10</i>	<i>93,916</i>	<i>97,261</i>	<i>101,141</i>

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

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

3.3.2 *Placement on the salary schedule shall be according to the number of years of teacher education on the first day of each school semester or on commencement of employment.*



- 3.3.3 *Each teacher claiming additional teacher education and each teacher commencing employment with the School Division, shall supply satisfactory evidence of teacher education to the School Division within ninety (90) calendar days from commencement of the school semester or from the date of employment. If satisfactory evidence is not submitted within ninety (90) calendar days salary shall be adjusted effective the beginning of the month following submission of satisfactory evidence. This article shall not apply if the teacher submits satisfactory evidence that failure to comply was not the fault of the teacher.*
- 3.3.4 *No payment for salary adjustments will be considered beyond the terms of the collective agreement within which the claim is initiated.*
- 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<sup>st</sup>, and February 1<sup>st</sup>.*
- 3.3.3 *For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
- 3.3.3.1 *If proof of teacher education or application is received within sixty (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 sixty (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4 *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within sixty (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 sixty (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 sixty (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:*

3.4.1.1 *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*

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

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

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

3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*

3.4.5 *Allowance for past experience shall be one step on the schedule for each year of experience to the maximum as provided in the salary grid.*

3.4.6 *For purposes of this section before an allowance is paid for experience prior to engagement, the teacher shall be required to submit a certified statement from previous employers to the effect that such experience was in a school under the jurisdiction of a provincial, state, or national department of education. Until such evidence is submitted, or if it is not submitted within ninety (90)*

*calendar days after commencement of employment, the School Division may evaluate the teaching experience.*

*3.4.7 A year of teaching experience shall be any one (1) school year during which a teacher, under contract, has taught for not less than one (1) full semester, or its equivalent, as defined by the official school year calendar. A teacher employed under contract, who teaches less than one (1) full semester in a school year, may accumulate an experience increment by combining any two (2) consecutive years of service with the School Division provided that a minimum of sixty (60) days service per year be rendered.*

*3.4.8 Notwithstanding Section 3.4.7 above, a part-time teacher who teaches the equivalent of half time or more for two (2) consecutive semesters shall be entitled to a full experience increment immediately upon completion of the second semester.*

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

*Teachers shall:*

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

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

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

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

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

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

*3.4.5 The adjustment dates for an earned increment for teaching experience shall be September 1<sup>st</sup> and February 1<sup>st</sup>.*

## *Prior Experience*

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

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

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

**3.5 Special Considerations for Other Education and Experience (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 School Division shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the School Division.*

3.5.1.1 *Teachers must present valid proof of education and experience, satisfactory to the School Division, 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 School Division 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 Allowances**

3.6.1 A teacher, who is not in receipt of an administrative or supervisory allowance, and who agrees to render service during the summer vacation period, at the written request of the Superintendent, shall be paid 1/200<sup>th</sup> of their total annual salary for each day of work.

3.6.2 An additional amount of \$2,761.08 will be paid to teachers who possess a doctorate degree or multiple master graduate degrees. This additional amount is to be adjusted on the same dates and by the same percentage increases as are applied to the salary schedule.

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

##### 4.1 Creation of New Designations/Positions

4.1.1 When the School Division creates any new classification not specified in this agreement to which a teacher will be designated, the allowance, if any, for the new classification shall be negotiated.

##### 4.2 Administration Allowances

4.2.1 **Principals:** *The principal's allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary schedule. A teacher designated by the School Division to be principal of a school will receive an annual allowance to be calculated using the following formula:*

4.2.1.1 *A basic allowance of \$18,822.82*

4.2.1.2 *In addition to the base allowance in 4.2.1.1, each principal shall receive a student allowance according to the following formula:*

<i>151 to 300 students</i>	<i>0.0355% of current fourth year maximum per student plus:</i>
<i>301 to 450 students</i>	<i>0.025% of current fourth year maximum per student plus:</i>
<i>451 students and greater</i>	<i>0.014% of current fourth year maximum per student.</i>

4.2.1.3 *For the purpose of ECS students, each child shall be counted as 0.5 FTE.*

4.2.1.4 *Student allowance will be based on enrolment as of September 30 of each school year.*

4.2.1.5 *Effective September 1, 2019, notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000.00 annually, prorated based on FTE.*

##### 4.2.2 Associate Principals:

4.2.2.1 *Designated Associate Principal, appointed by School Division shall receive sixty percent (60%) of the principal's allowance.*

4.2.2.2 *In a school with two Associate Principals, each shall receive sixty percent (60%) of the principal's allowance.*

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

4.2.3 **Consultant:** *Designated Consultant, appointed by the School Division, shall be paid an additional allowance equal to thirteen (13%) percent of the salary schedule at maximum in the fourth (4th) year of education, based on full time employment.*

4.2.4 **Coordinator:** *Designated Coordinator, appointed by the School Division, shall be paid an additional allowance equal to fifteen percent (15%) of the salary schedule at maximum in the fourth (4th) year of education, based on full time employment.*

4.2.5 **Supervisor:** *Designated Supervisor, appointed by the School Division, shall be paid an additional allowance based on full time employment: \$18,781.41.*

#### 4.3 **Red Circling**

4.3.1 Administrators transferred from one school to another at the request of the School Division, the School Division will red circle their administrative allowance for a period of three years unless the allowance at the new school is higher than the old administrative allowance.

#### 4.4 **Acting/Surrogate Administrators – Compensation**

4.4.1 The parties agree to refer the issue of coverage in schools when administrators are away from the school building to the Teacher Board Advisory Committee (TBAC).

#### 4.5 **Teachers with Principal Designations (Effective until February 6, 2020)**

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

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

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

**4.5 *Teachers with Principal Designations*** (Effective February 6, 2020, the following repeals and replaces clause 4.5. above)

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

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

**4.6 Other Administrator Conditions**

4.6.1 School-based principals will be granted two (2) paid leave days per school year, at a time mutually agreeable to the principal and the Superintendent or designate. Failing agreement about where the dates are mutually agreeable to the principal and the Superintendent, the School Division shall pay out the unused paid leave days at 1/200<sup>th</sup> of the principal's annual salary and allowance by the end of June each year.

4.6.2 Two (2) lieu days with pay and benefits will be provided to associate principals in each school year. The lieu day will be



accessed by associate principals with the mutual agreement of the Superintendent. Substitutes, when needed, will be paid for by the School Division.

## **5. SUBSTITUTE TEACHERS**

### **5.1 Rates of Pay**

- 5.1.1 *Substitute teacher means a teacher employed on a day-to-day basis.*
- 5.1.2 *The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary schedule. Effective until April 30, 2019, the rate of pay for a substitute teacher, including four percent (4%) vacation pay shall be: \$202.40 per day.*
- 5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$200.00 plus six percent (6%) vacation pay of \$12.00 for a total of \$212.00.*
- 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 five percent (5%) of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

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

- 5.2.1 *In the case of a substitute teacher being employed more than five (5) consecutive days in the same classroom, the rate of pay shall be in accordance with training and experience as set forth in clause 3.2 retroactive to the first consecutive day of employment.*
- 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 **Cancellation of Teaching Assignment** - The substitute teacher shall be given a minimum of twenty-four (24) hours notice should a teaching assignment be cancelled. If 24 hours notice is not provided, the substitute teacher shall report to the school and receive a teaching assignment at the direction of the school Principal or designate.

## 6. PART TIME TEACHERS

- 6.1 *FTE Definition: Effective until August 31, 2019, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*
- 6.1 *FTE Definition: Effective September 1, 2019, part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*
- 6.2 Other Part-time Teacher Conditions
- 6.2.1 Subject to operational requirements, teachers wishing to access a part time assignment within a full time continuing contract will be provided with this option upon submission of a written request to the School Division. This arrangement will be in place for a maximum time of one full school year unless otherwise agreed to by the teacher and the School Division.
- 6.2.2 A part time teacher's FTE will not be varied by more than 0.2 FTE unless otherwise agreed to by the teacher and the School Division.

## 7. GROUP BENEFITS

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

- 7.1.1 *All teachers shall be covered under the provision of the A.S.E.B.P. Life Insurance Plan II and Extended Disability Benefit Plan D with the School Division paying 100% of the premium.*
- 7.1.2 The School Division's contribution to the Alberta Health Care Insurance covering teachers employed by the School Division shall be at the rate of 100% of the premium.
- 7.1.3 *The School Division's contribution to the A.S.E.B.P. - Extended Health Care Plan I covering teachers employed by the School Division shall be at the rate of 100% of the premium.*
- 7.1.4 *The School Division's contribution to the A.S.E.B.P. - Dental Care Plan 3 covering teachers employed by the School Division shall be at the rate of 100% of the premium.*

- 7.1.5 *The School Division's contribution to the A.S.E.B.P. - Vision Care Plan 3 covering teachers employed by the School Division, shall be at the rate of 100% of the premium.*
- 7.1.6 *The School Division upon the death of a teacher shall immediately pay an additional one twelfth (1/12) of the annual salary less tax deductions to the beneficiary as designated for this article.*
- 7.1.7 *Effective September 1, 2019, the School Division contribution to ASEBP Accidental Death and Dismemberment Plan 2 covering teachers employed by the School Division will be at the rate of 100% of the premium.*

## **7.2 Group Benefits Eligibility**

- 7.2.1 *By June 15<sup>th</sup> of any given school year, interim, temporary, or probationary teachers who receive a new contract of employment for the upcoming school year will be provided with benefits coverage through ASEBP over the summer break.*

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

- 7.3.1 *Effective until August 31, 2019, the School Division will contribute \$50.00 per month to a Health Spending Account for each eligible teacher. The unused balance will be carried forward for a total accumulation of two years. The teachers leaving the employ of the School Division will forfeit any remaining balance. In this article "eligible teacher" means any teacher on a continuing, probationary, interim or temporary contract.*
- 7.3.2 *Effective September 1, 2019, the School Division will contribute \$725.00 annually to a Health Spending Account for each eligible teacher. The unused balance will be carried forward for a total accumulation of two years. The teachers leaving the employ of the School Division will forfeit any remaining balance. In this article "eligible teacher" means any teacher on a continuing, probationary, interim or temporary contract.*
- 7.3.3 *Effective March 1, 2020, teachers shall have the ability to divide monies from their Health Spending Account (HSA) into a Wellness Spending Account (WSA) which shall be administered by the Alberta School Employee Benefits Plan (ASEBP), in accordance with the Canada Revenue Agency and the *Income Tax Act* of Canada.*

## 7.4 Other Group Benefits

- 7.4.1 In consideration of the improvements to the employee benefit plan and sick leave benefits, the employees covered by this collective agreement waive any claims on rebates under the provisions of the *Employment Insurance Act*.
- 7.4.2 **Benefits for Retired Teachers:** Notwithstanding clauses 7.1.2 to 7.1.5, a retired teacher in receipt of a pension and is employed on a contract by the School Division who may not be eligible to access the regular group benefits with the Alberta School Employee Benefit Plan. The School Division agrees to reimburse the retired teacher for the premium contributions of the Alberta School Employee Benefit Plan Early Retiree Benefits.

## 8. CONDITIONS OF PRACTICE

### 8.1 *Teacher Instructional and Assignable Time*

- 8.1.1 *Effective September 1, 2017, teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*
- 8.1.2 *Effective September 1, 2017, teacher assignable time will be capped at 1200 hours per school year commencing the 2017-18 school year.*

### 8.2 *Assignable Time Definition*

- 8.2.1 *Assigned Time is defined as the amount of time that School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
- 8.2.1.1 *operational days (including teachers' convention)*
  - 8.2.1.2 *instruction*
  - 8.2.1.3 *supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
  - 8.2.1.4 *parent teacher interviews and meetings*
  - 8.2.1.5 *School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
  - 8.2.1.6 *staff meetings*

8.2.1.7 *time assigned before and at the end of the school day*

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

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

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

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

8.2.3.2 *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.*

8.2.3.3 *the time is spent traveling to and from the teacher's annual convention.*

### **8.3 Duty Free Lunch**

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

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

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

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

## **9. PROFESSIONAL DEVELOPMENT**

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

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

### **9.2 Professional Development Fund**

- 9.2.1 In addition to the type of professional development leave which may be granted under Article 9.3, the School Division shall provide an allocation of funds to Holy Spirit Association Catholic Local #5 to support short-term professional development.
- 9.2.2 The allocation of the fund transferred to Holy Spirit Catholic Association Local #5 will be based on the number of full time equivalent (FTE) teachers on probationary, temporary, interim or continuing contracts of employment as of September 30<sup>th</sup> of each year. In addition, the School Division will adjust the total teacher count on February 1<sup>st</sup> of each school year in the event the number of FTE increases between September 30<sup>th</sup> and February 1<sup>st</sup>.
- 9.2.3 The annual amount per FTE teacher described above will be the following: \$500.00.
- 9.2.4 The School Division will transfer this allocation to Holy Spirit Catholic Association Local #5 based on the September 30<sup>th</sup> teacher count no later than October 30<sup>th</sup> of each year. The School Division will also provide to Holy Spirit Catholic Association Local #5 a list of the teacher names and their FTE no later than October 30<sup>th</sup> of each year.
- 9.2.5 The School Division will make any adjustments based on the February 1<sup>st</sup> teacher count and transfer this allocation to Holy Spirit Catholic Association Local #5 no later than March 1<sup>st</sup> of each year.

The School Division will also provide to Holy Spirit Catholic Association Local #5 a list of the teacher names and their FTE no later than March 1<sup>st</sup> of each year.

- 9.2.6 The fund will be administered by Holy Spirit Catholic Association Local #5 and will be governed in accordance with the Holy Spirit Catholic Association Local #5's Professional Development Policy.
- 9.2.7 The local agrees to provide externally prepared audited financial statements, compliant with the applicable Canadian accounting standards, of the Professional Development funds by November 30<sup>th</sup> each year.

**9.3 Professional Improvement Leave (Development of Leadership in Catholic Schools)**

- 9.3.1 A teacher who has taught in the school system for a minimum of five (5) years may be granted a leave for professional development in education that will enhance our Catholic Schools.
- 9.3.2 Application for leave shall be presented to the Superintendent of Schools as follows:
  - 9.3.2.1 For leave to commence first day of fall semester - not later than January 15<sup>th</sup>.
  - 9.3.2.2 For leave to commence January 1<sup>st</sup> - not later than May 1<sup>st</sup>.

The application for leave must be considered by the School Division and the applicant must be notified of the School Division's decision within thirty (30) days after the date for receipt of applications.

- 9.3.3 A teacher returning from professional leave is entitled to a teaching position with the School Division. The School Division, in its sole discretion, shall when possible, return the teacher to the position held prior to the leave.
- 9.3.4 A teacher having been granted leave shall spend their time in the improvement of their professional standing by studying at a recognized learning institution. Application for leave shall be accompanied by a clear statement of the teacher's purpose.
- 9.3.5 In lieu of regular salary, a teacher while on Professional Development Leave, shall be granted allowance at the rate of sixty five percent (65%) of the current annual salary payable under Articles 3 and 4 for the applicant's position, payable at the rate of

1/12<sup>th</sup> of the Leave Allowance so determined, for each month of Leave, with payments to commence on the last day of the first calendar month of the leave.

9.3.5.1 Where Professional Development Leave is granted for periods of less than a full year, Leave Allowance shall be at the rate of sixty five percent (65%) of a current annual salary payable under Articles 3 and 4 for the applicant's position, computed for the number of teaching days of Leave in ratio to 200, payable at the rate of 1/12<sup>th</sup> of the Leave Allowance so determined, for each month of leave, with payments to commence on the last day of the first calendar month of the leave.

9.3.5.2 The teacher on Professional Development Leave will receive payment under Articles 3 and 4 and 9.3.5 for the position of the teacher for the year in which application was made.

9.3.6 A teacher who is granted leave shall agree in writing to serve the School Division for a period of not less than one year for each semester taken. Should a teacher resign or retire from service of the School Division before completing two years' service following such leave, repayment of leave salary shall be made to the School Division on a pro rata basis.

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

*10.1 Annual sick leave with pay will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness and/or disability.*

*10.1.1 In the first year of service with the School Division - ninety (90) calendar days.*

*10.1.2 After one year of service with the School Division - ninety (90) calendar days.*

*10.2 After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid and the Alberta School Employees Benefit Plan "D" shall take effect.*

*10.3 A teacher who has been absent due to medical disability shall, upon return to full time duty, be entitled to an additional sick leave benefit in the current year of ninety (90) calendar days.*

*10.3.1 Notwithstanding Clause 10.3, if, after a period of disability, a teacher returns to work and:*



10.3.1.1 *within six (6) months must cease working because of the same disabling condition, or*

10.3.1.2 *within one month must cease working because of a different disabling condition,*

*any successive periods of disability will be considered a re-occurrence of the previous disability.*

10.3.2 *The teacher shall make every reasonable effort to complete the application for Extended Disability Benefits in an expeditious manner.*

10.3.2.1 *Until ASEBP makes a determination regarding the application, the teacher shall be paid under the provisions of Article 10.3.*

10.3.2.2 *In the event that the teacher's application is accepted by ASEBP, the teacher shall repay forthwith all monies paid to the teacher by the School Division for the period approved for coverage by ASEBP.*

10.4 *Before any payment is made under the foregoing regulations, the teacher shall provide:*

10.4.1 *A declaration, on a form to be provided by the School Division, where the absence is for a period of three (3) days or less.*

10.4.2 *A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three (3) days.*

10.4.3 *The School Division may require a teacher to undergo a medical examination by a physician or dental practitioner named by the School Division.*

10.5 *When a teacher leaves the employ of the School Division, all sick leave shall be cancelled.*

10.6 *Newly appointed teachers may be required to present a medical certificate of good health.*

## **11. MATERNITY, ADOPTION AND PARENTAL LEAVE**

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

## **Maternity Leave**

- 11.1.1 *Leave Entitlement – A teacher who is employed by the School Division is entitled to a maximum of fifteen (15) weeks of maternity leave, without pay except as outlined below, commencing on the date of their choosing, but no later than the birth of the baby.*
- 11.1.2 *Notice of Maternity Leave – Where possible, a teacher shall provide at least six (6) weeks written notice to the Superintendent or designate of the date she intends to commence maternity leave and, if requested by the School Division, shall provide a medical certificate verifying her pregnancy and estimated date of delivery.*
- 11.1.3 *Benefits During Maternity Leave – Teachers will be entitled to benefit plan coverage in accordance with Article 7 of the collective agreement for the duration of maternity leave.*

## **Pay During Sick Leave and/or Maternity Leave**

*Teachers shall be eligible for one of the following options:*

- 11.1.4 *If the date of absence is prior to ten (10) weeks before the estimated date of delivery and continues without return to work, the teacher shall be placed on sick leave in accordance with Article 10 until such a point as the teacher is eligible to apply for Extended Disability Benefits.*
- 11.1.5 *If the absence begins within the ten (10) week period before the estimated date of delivery, or on the date of delivery, the teacher shall choose one of the following pay structures:*
  - 11.1.5.1 *sick pay administered in accordance with Article 10 for the period of sickness or disability or*
  - 11.1.5.2 *a one hundred percent (100%) Supplemental Employment Benefit Plan (SEBP) for the duration of the 15-week maternity leave while the teacher is in receipt of Employment Insurance benefits (EI) including the EI waiting period, commencing on the date of absence and in accordance with clause 11.1.6.*

## **100% Supplemental Employment Benefit Plan (SEBP)**

- 11.1.6 *The School Division shall implement a SEBP, which shall provide a teacher with one hundred percent (100%) of her normal weekly earnings as applicable in clause 11.1.5.2. The SEBP shall only be payable for days which the teacher would have worked had she not been absent on maternity leave.*

## **Parental Leave**

11.1.7 *The School Division shall grant parental leave to a teacher in the following circumstances:*

11.1.7.1 *in the case of a teacher entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the teacher's maternity leave;*

11.1.7.2 *in the case of a parent who is employed by the School Division, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;*

11.1.7.3 *in the case of an adoptive parent who is employed by the School Division, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent.*

11.1.8 *If both parents are School Division employees, the parental leave may be accessed entirely by one of the parents or shared between the parents. However, the School Division is not required to grant parental leave to more than one employee at a time.*

## **Notice of Parental Leave**

11.1.9 *A teacher must give the School Division at least six (6) weeks of notice of the date the teacher will start parental leave unless:*

11.1.9.1 *the medical condition of the birth mother or child makes it impossible to comply with this requirement; or*

11.1.9.2 *the date of the child's placement with the adoptive parent was not foreseeable.*

11.1.10 *If the teacher cannot comply with the written notice requirement for any of the reasons stated under subsection 11.1.9, the teacher must give the School Division written notice at the earliest possible time of the date that the teacher will start or has started parental leave.*

## **Notice of Resumption of Employment**

11.1.11 *A teacher who wishes to resume working on the expiration of a maternity leave or parental leave shall give the School Division at least four (4) weeks written notice of the date on which the teacher intends to resume work and, in no event not later than four (4)*

*weeks before the end of the leave period to which the teacher is entitled, or four (4) weeks before the date on which the teacher has specified as the end of the teacher's leave period, whichever is earlier.*

*11.1.12 A teacher returning from maternity leave or parental leave is entitled to a teaching position with the School Division. The School Division, in its sole discretion, shall when possible, return the teacher to the position held prior to the leave.*

**11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave** *(Effective for maternity and/or parental leaves that commence 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 School Division to prepay one hundred percent (100%) of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to twelve (12) months.*

*11.2.3 Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve (12) months, provided the teacher repays the teacher portion of the benefit premiums.*

*11.2.4 A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve (12) months following the teacher's return to duty.*

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

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

**Effective May 1, 2019, the following clauses repeal and replace clauses 11.1 and 11.2 above.**

### **11.1 Maternity Leave**

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4 *The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the 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 School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*

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

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

- 11.3.1 *At the commencement of maternity leave, the teacher shall be eligible for one of the following options:*
- 11.3.2 *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3 *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*
- a) *The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.*
- b) *The Employer shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with one hundred percent (100%) of their salary during 15 weeks of leave.*
- 11.3.4 *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*

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

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

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

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

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

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

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

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

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

12.1 ***With Full Pay:*** *personal leave for up to one (1) day per school year shall be granted for attending to private concerns. Where possible, at least three (3) days' notice shall be given to the principal or in the case of a principal to the*

Superintendent or designate. Effective September 1, 2019, teachers shall be able to accumulate their personal leave days up to a maximum of two (2) days.

- 12.2 With Loss of Substitute Pay (Whether Substitute Required or Not):** Personal leave for not more than three (3) days in any school year shall be granted for attending to private concerns providing the School Division is reimbursed for the pay under clause 5.1 of a substitute teacher through payroll deduction or other source. Where possible, at least three (3) days' notice shall be given to the principal or in the case of a principal to the Superintendent or designate.

### **13. ASSOCIATION LEAVE AND SECONDMENT**

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



## 14. OTHER LEAVES

A teacher may apply for and receive leave of absence for personal reasons subject to the following conditions:

### **With Full Pay**

#### **14.1 Critical Illness, Death and Funeral Leave**

- 14.1.1 *A maximum of five (5) days for critical illness or illness requiring hospitalization of a teacher's father, mother, husband, wife, son or daughter, grandparent, grandchild or parents of spouse.*
- 14.1.2 *A maximum of five (5) days for the funeral of a teacher's father, mother, husband, wife, son or daughter, brother or sister, or parents of spouse.*
- 14.1.3 *In the event of multiple deaths or multiple critical illness occurring at the same time, only the maximum for the above will take place. Each individual death or critical illness other than the same time period will result in separate implementation of each of the articles 14.1.1 and 14.1.2.*
- 14.1.4 *For the funeral of grandparents, grandchild and in-laws two (2) days' leave. If circumstances warrant additional leave, the two (2) days may be extended to a maximum of five (5) days.*
- 14.1.5 *For the funeral of uncle, aunt, cousin, nephew, niece – one (1) day leave.*
- 14.1.6 *For acting in any capacity at a funeral – one (1) day.*

#### **14.2 University Examinations and Convocation Leave**

- 14.2.1 For the purpose of writing University examinations – one (1) day.
- 14.2.2 While participating in own University convocation exercises – one (1) day.

#### **14.3 Citizenship Leave**

- 14.3.1 While obtaining citizenship papers at a scheduled session of the court – one-half (1/2) day.

#### **14.4 Court Appearance Leave**

- 14.4.1 While serving as a witness as a result of a notice to attend or subpoena, provided that any fee received for acting as a witness be paid over to the School Division.

14.4.2 Notwithstanding 14.4.1, this clause shall not apply to a teacher charged with any offence or to a teacher bringing action against the School Division.

**14.5 Leave for Child's Arrival**

14.5.1 A father will be entitled to two (2) days' leave within the first two weeks of his child's birth.

14.5.2 For not more than two (2) days for adoption procedures.

**14.6 School Closure, Impassable Roads, Emergency Leave**

14.6.1 When a school is closed by the School Division due to inclement weather, health and safety reasons, or physical plant breakdown, teachers shall not be required to attend school.

14.6.2 For those days on which a teacher is unable to reach their school from the teachers' usual place of residence because of impassable roads, or failure of transportation facilities other than their own due to inclement weather.

14.6.3 For not more than one (1) day in any school year for some emergency or misfortune demanding the teacher's attention.

**14.7 Discretionary Leave**

14.7.1 The Superintendent may, at his discretion, grant leave of absence at full salary.

**14.8 Family Needs Leave**

*14.8.1 Effective August 31, 2018, leave with pay and benefits for one day per school year shall be granted to teachers to provide care for a family member, make arrangements for medical care of a family member, or attend to other legal or business issues necessary for long-term or emergent support of a family member. Family members include a spouse, parent, spouse's parent, child or a member of the teacher's household.*

**14.9 Assessment Days**

14.9.1 Teachers will be provided with one assessment day per school year. The assessment day will be accessed at the choice of the teacher and the School Division will provide substitute coverage for that day. The activities during the assessment day will be directed by the teacher. At least three days' notice shall be given to the principal or in the case of a principal, to the Superintendent or

designate. This day shall not be combined with Article 12 or the principal/associate principal lieu days. This day will not be accessed during non-instructional days.

### **With Loss of Substitute Pay (Whether Substitute Required or Not)**

14.10 Temporary Leave of absence with pay shall be granted to teachers, providing the School Division is reimbursed for the daily rate of a substitute teacher as per clause 5.1 through payroll deduction or payment from other source:

14.10.1 For attendance of meetings of committees of the Department of Education.

14.10.2 For attendance at educational conventions in an official capacity; or for the attendance at Civic Government meetings or conventions in an official capacity.

14.10.3 For any other professional reasons that have been approved by the Superintendent of Schools.

14.10.4 For not more than two (2) days in any one school year for some emergency or misfortune demanding the teacher's attention.

*14.10.5 For the funeral of a friend of the family - one (1) day.*

### **14.11 General Leave**

14.11.1 Teachers shall be granted leave of absence without pay and allowances and without the School Division's share of group insurance premiums for a period to be determined by the teacher and the Superintendent.

14.11.2 During this leave each teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays one hundred percent (100%) of the premiums.

14.11.3 Leave granted under 14.11 shall not be considered teaching experience for the purpose of granting salary increments.

### **14.12 Deferred Salary Leave Plan**

14.12.1 The School Division shall implement a Deferred Salary Leave Plan which complies with Revenue Canada Regulations. Participation in the plan shall be at the discretion of the School Division.

14.12.2 A teacher's benefits will be maintained by the School Division during the teacher's leave of absence, provided the teacher

requests such in writing three months prior to the date of leave. The teacher shall pay to the School Division the full cost of any benefit premiums paid on the teacher's behalf.

## **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 thirty (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 thirty (30) operational days.*

15.9 *Representatives of TEBA and the Association shall meet within fifteen (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 fifteen (15) operational days of the meeting.*

15.12 (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-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.*

15.13 *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 school division calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*

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

*substitute, including the School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division affected by the difference is attending a central grievance hearing.*

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

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

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

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

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

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

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

*a) An affected School Division rectify any failure to comply with the Collective Agreement;*

*b) An affected School Division pay damages to the Association, affected teacher or teachers, or both.*



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

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

a) *TEBA and the Association.*

b) *Any affected School Division.*

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

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

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

## **16. LOCAL GRIEVANCE PROCEDURE**

16.1 Any difference between any Employee covered by this agreement and the School Division, or in a proper case between the Association and the School Division, concerning the interpretation, application, operation or alleged violation of this agreement, and including any dispute as to whether the difference is arbitrable, shall be dealt with as herein provided, without stoppage of work or refusal to perform work.

16.2 A difference (hereinafter called "grievance") between an Employee covered by this Agreement and the School Division who shall first be submitted in writing to the Secretary-Treasurer of the School Division who shall forward it to the President of the Local Association, who shall forward it to the Coordinator of Teacher Welfare of the Association. Such written submission shall be made within fifteen (15) teaching days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the articles of this agreement which it is alleged have been violated, and the remedy sought.

16.3 In the case of a difference between the Association and the School Division, either party may institute a grievance by, in the case of the Association, forwarding written particulars of the grievance to the Secretary-Treasurer with a copy to the Superintendent of Schools of the School Division and in the case of the School Division, by forwarding particulars of the grievance to the Coordinator of Teacher Welfare of the Association within fifteen (15) days of the date of the incident giving rise to the grievance or the date the grievor reasonably became aware of the incident giving rise to the grievance.

- 16.4 In the event the grievance is not settled within fifteen (15) teaching days after the date of submission of the grievance in accordance with the above procedure, then on or before a further ten (10) teaching days have elapsed from the expiration of the aforesaid fifteen (15) teaching day time period, either party may, by written notice served on the other party, require the establishment of an Arbitration Board as hereinafter provided.
- 16.5 Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) teaching days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) teaching days of the appointment of the second of them, appoint a third person who shall be the chairperson. In the event of any failure to appoint a chairperson either party may request the Director of Mediation Services to make the necessary appointment.
- 16.6 The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 16.7 The Arbitration Board shall not change, amend, or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this agreement or that involves the determination of a subject matter not covered by, or arising during the term of this agreement.
- 16.8 The findings and decision of a majority is the award of the Arbitration Board and is final and binding upon the parties and upon any Employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the Arbitration Board.
- 16.9 The Arbitration Board shall give its decision not later than fourteen (14) teaching days after the appointment of the chairperson provided, however, that this time period may be extended by written consent of the parties. Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expense of the chairperson.
- 16.10 In the event, at any stage, of the aforesaid procedure (except in respect of appointing persons to the Arbitration Board) the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.
- 16.11 Any of the aforesaid time limits may be extended at any stage upon written consent of the parties.

## **17. EMPLOYMENT**

### **17.1 Travel**

17.1.1 A teacher authorized or assigned by the School Division, on a continuous basis, to travel by automobile between two schools in order to perform the regular duties related to their teaching assignment shall be reimbursed at the kilometer rate established for Trustees by the School Division.

## **17.2 Employee Expenses**

17.2.1 Employees must submit expense claims no later than sixty (60) days following the completion of incurring the expense.

17.2.2 Requests for reimbursements for expenses incurred up to and including August 31<sup>st</sup> of each year must be submitted by September 10<sup>th</sup> to business services.

## **17.3 Transfer**

17.3.1 The School Division shall not require a teacher to transfer to a school in a town or city with boundaries that are further than fifty (50) kilometers from the boundaries of the town or city of the teacher's present school assignment.

IN WITNESS WHEREOF the parties have executed this Agreement this 21<sup>st</sup> day of April, 2021.

**ON BEHALF OF THE SCHOOL  
DIVISION**

Judy Lane  
Rob Gots  
Deyan Moxley  
M. M.  
Lisa Palmer

**ON BEHALF OF THE ASSOCIATION**

Ken Mack  
H. J.  
Kevin Lindan  
Joe Jopri  
Balden  
  
Sean Brown.

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

*Signed by the parties on October 11, 2018.*

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

1. Scope

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

2. Process

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

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

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

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

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

*Signed by the parties on October 2, 2018.*

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

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

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

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

**Letter of Understanding #9: Retiring teacher's substitute application**

Teachers retiring from the School Division will be provided with the opportunity to apply to the substitute teacher list prior to retirement without having to submit a new police information check/vulnerable sector search, intervention record check or a pastoral reference to the School Division. The School Division retains the right to determine whether to accept the retiring teacher as a substitute teacher.

**Letter of Understanding #10: New Positions in the Bargaining Unit**

The School Division agrees to provide the role descriptions of Lead Teachers, Specialist Teachers and Coaches to the Association within sixty (60) days of the ratification of this Memorandum of Agreement.

### **Letter of Understanding #11: Teacher Board Advisory Committee**

1. The School Division and Senior Administration and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees, teachers and administrators.
2. The parties agree to the continuation of the teacher board advisory committee.
3. The purpose of the teacher board advisory committee will be to discuss matters related to teaching, learning conditions or other matters of interest or concern. Such matters for discussion may include educational policy changes, administrative procedures, changes to the condition of professional service, and communicating the views of the respective parties. Matters related to current collective bargaining negotiation or active grievances will not be discussed by this committee.
4. The teacher board advisory committee shall consist of up to five (5) authorized representatives of the Association and up to five (5) authorized representatives of the School Division and Senior Administration.
5. This committee will endeavour to meet a minimum of twice per year. Notwithstanding, the committee shall meet within thirty (30) calendar days of written request from either party.



## **Letter of Understanding #12: Health/Wellness Spending Accounts**

It is the understanding of both Holy Spirit Roman Catholic Separate School Division and the Alberta Teachers' Association that the School Division will deposit 1/10<sup>th</sup> of the annual contribution monthly, September to June of every school year. For temporary contract teachers, 1/10<sup>th</sup> of the annual contribution will be deposited for each month the teacher is under contract.

**Letter of Understanding #13: Early Retirement Incentive Plan**

Holy Spirit Roman Catholic Separate School Division and the Alberta Teachers' Association agree to create an ad-hoc committee to research and explore the feasibility of an Early Retirement Incentive Plan for teachers of Holy Spirit Roman Catholic Separate School Division. The ad-hoc committee would be chaired by the Secretary Treasurer and would also include the Deputy Superintendent, one Trustee and three members of the local Alberta Teachers' Association, appointed by the local.