

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

**ELK ISLAND CATHOLIC SEPARATE
REGIONAL DIVISION NO. 41**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2018 to AUGUST 31, 2020

This collective agreement is made this 14 of October 2020 between Elk Island Catholic Separate Regional 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Effective February 27, 2020, the whereas statement above is repealed and replaced by the following whereas statement:

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

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

1. APPLICATION/SCOPE

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

1.1.1 *All teachers employed by the School Division shall be members of the Association.*

Effective February 27, 2020, clauses 1.1 and 1.1.1 above are repealed and replaced by the following clause: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

1.2.2 Deputy or Assistant Superintendent

1.2.3 Director

1.2.4 Home Education Monitor

1.3 *Effective February 27, 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 27, 2020)*

1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the School Divisions and to bind the School Division 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 Board retains management rights not specifically limited by the terms of this agreement. These rights will be exercised in a fair and reasonable manner consistent with the mission statement, values and beliefs of the School Division.*

Effective February 27, 2020, clause 1.6 above is repealed and replaced by the following clause:

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

- 1.7** *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8** *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9** *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10** *Effective February 27, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

1.11 Structural Provisions

1.11.1 Working Conditions Committees

1.11.1.1 Three (3) representatives from the Working Conditions Committee and three (3) representatives of the School Division shall consider all proposed changes in teachers' working conditions outside of this agreement. The Superintendent shall attend as a resource person for both parties if requested by either party.

1.11.1.2 The teachers recognize that they have the professional obligation to resolve any issues through normal channels prior to presenting them to the committee as outlined in Clause 1.11.1.1.

2. TERM

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

2.2 List Bargaining

2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall*

be initiated by a written notice from the Association or TEBA to the other.

- 2.2.2 *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

2.3 Central Matters Bargaining

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

- 2.3.2 *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

2.4 Local Bargaining

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

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

2.5 Bridging

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

- a) a new collective agreement is concluded, or*
- b) a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*

- 2.5.2 *If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until*

an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.

2.6 Meet and Exchange

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

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

2.6.2.1 The first meeting for collective bargaining will be used to establish the bargaining process. As a first preference, the School Division and the Association are committed to carry out the bargaining process in an interest-based approach.

2.6.2.2 In the course of bargaining, should one of the parties decide to move from interest-based bargaining to traditional bargaining, that party shall notify the other party of this decision in writing. Within fifteen (15) days following notification, both parties shall convert unresolved issues to positions which shall be exchanged at the next scheduled meeting.

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 27, 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, a list of its teachers who are members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.

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

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

2.8 ***Provision of Information (Effective February 27, 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 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

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

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

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent School Division financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 One-twelfth (1/12) of a teacher's annual salary shall be paid by direct deposit on the second last banking day of each month.

3.2 Grid

3.2.1 *The years of university education of a teacher and the years of teaching experience computed as hereinafter provided shall together determine the basic rate for each teacher employed by the School Division.*

3.2.2 *All salaries referred to herein, unless otherwise specifically stated, are payable to a teacher as provided in the Education Act.*

3.2.3 *Effective September 1, 2018*

Years of Teacher Experience	Years of University Education		
	Four	Five	Six
0	59,311	62,634	66,350
1	62,774	66,108	69,821
2	66,234	69,580	73,299
3	69,696	73,053	76,773
4	73,156	76,527	80,249
5	76,614	79,999	83,725
6	80,074	83,472	87,200
7	83,535	86,945	90,676
8	86,995	90,417	94,150
9	90,456	93,891	97,626
10	93,919	97,367	101,102

3.3 Education (effective until August 31, 2019)

- 3.3.1 *Evaluation of a teacher's university education shall be determined by The Alberta Teachers' Association Teacher Qualifications Service.*
- 3.3.2 *A teacher commencing employment with the School Division shall supply to the School Division proof of education entitlement or proof of application for education entitlement from the Alberta Teachers' Association Teacher Qualifications Service (TQS) within 45 calendar days of the commencement of employment. The interim salary shall be for the grid position of four years of university education at that teachers experience level. If such proof is not submitted within the forty-five (45) calendar days, salary shall be adjusted effective the beginning of the month following submission of the TQS documentation to the School Division.*
- 3.3.3 *A teacher claiming additional education entitlement shall supply to the School Division proof of such entitlement or proof of application for such entitlement from the Alberta Teachers' Association Teacher Qualifications Service within 45 calendar days of the first day of school or February 1, whichever is applicable. If such proof is not submitted within the forty-five (45) calendar days, salary shall be adjusted effective the beginning of the month following submission of the TQS documentation to the School Division.*
- 3.3.4 *Notwithstanding the foregoing, the School Division reserves the right to pay extra for approved religious education.*
- 3.3.5 *Each payroll voucher shall state the teacher's Years of University Education, Years of Teaching Experience and Full Time Equivalency as used to determine salary, and a list of benefits that teacher is accessing.*

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

- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2 *The adjustment dates for increased teacher's education shall be September 1, and February 1.*

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

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

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

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

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

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

3.4 Experience (effective until August 31, 2019)

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

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

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

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

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

- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*
- 3.4.5 *A year of teaching experience shall be any one school year during which a teacher has taught for not less than one hundred and twenty-five (125) full days.*
- 3.4.6 *A full increment will be given if one hundred and ten (110) full days are earned during two (2) consecutive school years, prior to November 1, 1996. A full increment will be given if one hundred and twenty-five (125) full days are earned during two (2) consecutive school years, starting November 1, 1996.*
- 3.4.7 *The adjustment date for changes in the number of years allowed for teaching experience shall be at the commencement of the school year or on February 1st.*
- 3.4.8 *Proof of previous experience or proof of having applied for documentation of previous experience must be submitted to the School Division within 45 calendar days from the commencement of employment. If such documentation is not submitted within the 45 calendar days, salary shall be adjusted effective the beginning of the month following submission of the documentation. The interim salary shall be the salary of the grid position and no years Teaching Experience.*

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

Teachers shall:

- a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
 - b) *Not gain experience during vacation periods and leaves of absence without salary.*
- 3.4.1 *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*

- 3.4.2 *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*
- 3.4.3 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4 *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5 *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

Prior Experience

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

c) *The written confirmation is signed by an authorized officer of the previous School Division.*

3.4.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between 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 Consideration: Journeyman and Red Seal Certification

3.5.1 *The School Division shall recognize a teacher's Alberta journeyman certificate or Red Seal certification where the teacher is required by the School Division to have technical trade qualifications.*

3.5.2 *Such recognition for teacher education purposes is limited to one further year beyond the teacher's current Teaching Qualifications Service (TQS) Evaluation, providing that this education has not been recognized as part of this TQS evaluation.*

3.5.3 *Such recognition for teacher education purposes will be continued for a period of one year if the teacher, at the School Division's direction, no longer provides instruction in a course where there exists the requirement for the teacher to have qualifications as per 3.5.1.*

3.5.4 *Such recognition for teacher education purposes will no longer be recognized if the teacher, at their request, no longer provides instruction in a course where there exists the requirement for the teacher to have qualifications as per 3.5.1.*

3.5.5 *The School Division reserves the right to give special consideration for special qualification, service, or situation until a place is established in the agreement for same.*

3.5.6 *The Association may be notified in writing within twenty (20) working days of any consideration given under Clause 3.5.5.*

3.6 Other Rates of Pay

3.6.1 Service Outside the Operational Days

3.6.1.1 A teacher who is required to render service during recognized holiday periods at the request and with written approval of the School Division, shall receive one two-hundredth (1/200th) of that teacher's annual salary for each day of work.

3.6.2 Summer School Rates

3.6.2.1 *Staff teaching Summer School shall be paid 1/200 of their teaching salary for each day of summer school. Allowances do not apply to the 1/200th.*

3.6.2.2 *The individual designated as Principal of Summer School shall receive 1/200th of the basic Principal's Allowance for each day of summer school as per the collective agreement.*

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

4.1.1 The School Division may create or designate for teachers new positions not referred to or covered in this agreement. Salaries and/or additional allowances shall be arrived at by consultation with the Association.

4.2 Administration Allowances

4.2.1 Principal Allowances

4.2.1.1 *Principals assigned to the school to which they were assigned on September 1, 2017 shall be paid an annual administrative allowance calculated as a base allowance of \$23,434.04 plus \$20.16 per student for each student in excess of 300 students in that principal's school on September 30 of that school year. This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

4.2.1.2 *Principals who are at a school other than that to which they were assigned on September 1, 2017, with a student population of 800 students or less, will be paid an allowance of \$25,372.00. Principals at a school with a population of 801 students or more will be paid an*

allowance of \$37,742.00. This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

- 4.2.1.3 The principal of the St. Isidore Learning Centre will be paid an annual allowance of \$25,372.00.*
- 4.2.1.4 Effective September 1, 2019, notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

4.2.2 Assistant Principal Allowances

- 4.2.2.1 Assistant Principals assigned to the school to which they were assigned on September 1, 2017 shall be paid an annual administrative allowance calculated as a base allowance of \$12,321.07 plus \$10.08 per student for each student in excess of 300 students in that assistant principal's school on September 30 of that school year. This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- 4.2.2.2 Assistant principals who are at a school other than that they were assigned on September 1, 2017, with a student population of 800 students or less, will be paid an allowance of \$13,286.00. Assistant principals at a school with a population of 801 students or more will be paid an allowance of \$19,471.00. This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- 4.2.2.3 The Assistant principal of the St. Isidore Learning Centre will be paid an annual allowance of \$13,286.00.*
- 4.2.2.4 Effective September 1, 2019, the minimum allowance for Assistant Principal will be adjusted in accordance with current proportionality to the Principal allowance.*

4.2.3 Consultant Allowances

- 4.2.3.1 In addition to a teacher's grid placement, a teacher designated as a consultant shall receive an annual allowance of \$10,803.35, prorated based on FTE. This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

4.2.4 Coordinator Allowances

4.2.4.1 *In addition to a teacher's grid placement, a teacher designated as a coordinator shall receive an annual allowance of \$4,542.84. This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

4.2.4.2 *Where coordinator roles are shared at a school site, both teachers shall be designated co-coordinators. All allowances as per 4.2.4.1 will be divided equally between the teachers.*

4.2.5 Allowance Structure

4.2.5.1 *All allowances, except for the Principal allowance, shall be pro-rated based on total FTE.*

4.2.5.2 *Allowances shall only be paid for the period the teacher is in the position.*

4.3 Acting/Surrogate Administrators – Compensation

4.3.1 *In the case of an extended absence of a Principal, the School Division may, by motion, designate a teacher as acting principal, who shall receive an administrative allowance according to Clause 4.2.1 of the Collective Agreement for the period of the absence.*

4.4 Teachers with Principal Designations (Effective until February 27, 2020)

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

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

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

4.4 Teachers with Principal Designations (Effective February 27, 2020, the following repeals and replaces clause 4.44. above)

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

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

4.5 Other Administrator Conditions

4.51 Lieu Days

4.5.1.1 In recognition of the duties required to effectively open and close a school during the summer:

4.5.1.2 The School Division will ensure that Principals will be granted two (2) paid leave day(s) per school year, at a time mutually agreeable to the Principal and the Superintendent or designate.

4.5.1.3 All Principals will be granted one additional (1) paid leave day per school year, at a time mutually agreeable to the Administrator and the Superintendent or designate. This additional day shall not be eligible for pay out.

4.5.1.4 In recognition of the duties required to effectively open and close a school during the summer, all Assistant Principals will be granted three (3) paid leave day(s) per school year, at a time mutually agreeable to the Administrator and the Superintendent or designate.

- 4.5.1.5 No more than two (2) operational days may be taken consecutively by any administrator in 4.5.1.2, 4.5.1.3, 4.5.1.4 and/or 12.1 and/or 12.2.

4.5.2 Multiple Designations

- 4.5.2.1 No individual holding multiple designations shall hold multiple allowances.

4.5.3 Instructional Time for Administrators

- 4.5.3.1 *A coordinator shall be required to provide class instruction or class supervision to a maximum of seventy-five percent (75%) of the total instructional time for a student at that school in that school year.*
- 4.5.3.2 *Notwithstanding the above, if the program of the school requires it, a coordinator may agree to provide instruction beyond this maximum.*
- 4.5.3.3 *A co-coordinator shall be required to provide class instruction or class supervision to a maximum of eighty-one and one-quarter percent (81.25%) of the total instructional time for a student at that school in that school year.*
- 4.5.3.4 *Notwithstanding the above, if the program of the school requires it, a co-coordinator may agree to provide instruction beyond this maximum.*

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

- 5.1.1 *A substitute teacher is a teacher who teaches full or part-time in place of a teacher who is under contract by the School Division.*
- 5.1.2 *Effective until April 30, 2019, for a full day of substitution at one location, a substitute teacher shall receive a salary of \$210.40. This salary is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- 5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212.*
- 5.1.4 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage,*

calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.

- 5.1.5 For one-half day of substitution, a substitute teacher shall receive a salary equal to sixty percent (60%) of the salary for a full day of substitution.
- 5.1.6 *For a full day of substitution at two different locations on the same day, a substitute teacher shall receive a salary equal to one hundred and ten percent (110%) of the salary for a full day of substitution.*

5.2 Commencement of Grid Rate

- 5.2.1 *Number of days to go on grid: When a period of teaching service in any one substitution assignment exceeds two (2) consecutive teaching days, the teacher's salary shall be calculated in accordance with that teacher's years of training and experience. Such placement shall be made from the third (3rd) day of service in that position. No substitute teacher shall be paid less than the daily rate.*
- 5.2.2 *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3 Other Substitute Teacher Conditions

- 5.3.1 In the event a substitute teacher's assignment is cancelled by the School Division and notice of such cancellation is not transmitted to the substitute teacher 12 hours prior to the beginning of the assignment, the substitute teacher will be employed for, or paid for, a half day of service.
- 5.3.2 The provisions of the above clause shall not apply where the cancellation of the assignment is due to inclement weather, cancellation of classes, school closure for any reason, or if another assignment is offered by the School Division for the same date as the cancelled assignment.
- 5.3.3 Substitutes who reside within the boundaries of Strathcona County, Fort Saskatchewan, Sturgeon County, or the city of Edmonton working as a substitute teacher in communities of Vegreville or Camrose shall receive an expense reimbursement of \$20.00 when receiving the daily substitute rate as per 5.1.2 through 5.1.5.

- 5.3.4 Any substitute teacher having worked 50 or more days in the current school year and having attended a full-day school or division professional development day in the current year shall receive one full day of Substitute teacher salary as per 5.1.2.

6. PART TIME TEACHERS

- 6.1 *FTE Definition: 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.*

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

- 6.1.1 *For the purpose of this agreement, a full-time teacher shall be deemed to have taught pupils upon all days authorized in Section 205(1) of the current Education Act. A regular part-time teacher, whose assignment is 0.4 FTE or greater, shall have the same entitlements as full-time teachers, subject to the conditions set out in Clause 6.2.*

6.2 Part-time Teachers Salaries

- 6.2.1 *A part-time teacher shall be paid an annual salary equal to the salary the teacher would have received had the teacher been employed on a full-time basis multiplied by the factor x/y where x is the time the teacher instructs or supervises classes during the school year and y is:*

6.2.1.1 *93.3 per cent of the total instructional time for kindergarten (ECS) to grade nine in that school year at the school to which that teacher is assigned and*

6.2.1.2 *87.5 per cent of the total instructional time for grades 10 to 12 in that school year at the school to which that teacher is assigned.*

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

- 7.1.1 *The School Division shall pay one hundred percent (100%) of the premium of the Alberta School Employee Benefit Plan, Extended Health Care, Plan 1.*

- 7.1.2 *The School Division shall pay one hundred percent (100%) of the premium for the Alberta School Employee Benefit Plan, Life Insurance and Accidental Death and Dismemberment, Plan 2.*
- 7.1.3 *The School Division shall pay one hundred percent (100%) of the premium for the Alberta School Employee Benefit Plan, Extended Disability Benefits, Plan D.*
- 7.1.4 *The School Division shall pay one hundred percent (100%) of the premium for the Alberta School Employee Benefit Plan, Dental Care, Plan 3.*
- 7.1.5 *The School Division shall pay one hundred percent (100%) of the premium for the Alberta School Employee Benefit Plan, Vision Care, Plan 3.*

7.2 Group Benefits Eligibility

- 7.2.1 *Coverage under the plans in Clauses 7.1.1, 7.1.4 and 7.1.5 shall be optional.*

7.3 Health Spending Account / Wellness Spending Account

- 7.3.1 *The School Division will contribute annually, \$750.00 for each eligible teacher who works 0.40 FTE or greater, to a Health Spending Account (HSA)/Wellness Spending Account (WSA) that adheres to Canada Revenue Agency (CRA) requirements. On an annual basis, each eligible teacher will have the option to allocate all or a portion of their annual HSA credit to a WSA. Eligible teachers shall be on a continuing or probationary contract, or a temporary contract of at least five months duration. The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.*

7.4 Other Group Benefits

7.4.1 Employment Insurance Premium Reduction

- 7.4.1.1 *The rebate by Revenue Canada relative to Employment Insurance will be refunded to the School Division and such funds shall be applied to the School Division's share of employee benefit costs.*

8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

- 8.1.1 *A teacher may be assigned class instruction and class supervision duties up to 93.3 per cent for kindergarten (ECS) to grade nine and 87.5 per cent for grades 10 to 12 of the total instructional time for a student in a school year as stipulated by Alberta Education.*
- 8.1.2 *Teacher assignable time will be capped at 1200 hours per school year commencing the 2017-18 school year.*

8.2 Assignable Time Definition

- 8.2.1 *Assigned Time is defined as the amount of time that School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
- a) operational days (including teachers' convention)*
 - b) instruction*
 - c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
 - d) parent teacher interviews and meetings*
 - e) School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
 - f) staff meetings*
 - g) time assigned before and at the end of the school day*
 - h) other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*
- 8.2.2 *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

- 8.2.3 *Time spent traveling to and from professional development opportunities identified in 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*
- a) *the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*
 - b) *the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.*
 - c) *the time is spent traveling to and from the teacher's annual convention.*

8.3 Other Conditions of Practice

8.3.1 Learning Environments

8.3.1.1 *The Elk Island Catholic Separate Regional Division #41 has been and continues to be committed to providing the best possible learning environment for its students. The School Division and its teachers acknowledge and recognize that the following factors have significant impacts on the learning environments in schools:*

8.3.1.1.1 *School-based decision-making*

8.3.1.1.2 *The numbers of students teachers must teach and their individual learning needs*

8.3.1.1.3 *Classroom and other resources, both staff and materials*

8.3.1.1.4 *Time required to fulfill teaching and voluntary tasks*

8.3.1.2 *Given that long term educational goals are critical to the School Division and its teachers, wherever and whenever feasible, the School Division will use whatever resources it has available to promote excellence in education.*

8.3.2 Duty Free Lunch

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.

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

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

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

8.4 School Calendar

8.4.1 Unless otherwise stated, all salaries and allowances in this agreement are based on the regular school year. A regular school year is the period from the established opening date some time after August 1st and closing not more than two hundred (200) teaching days after that opening date.

8.4.2 The school opening date will be chosen to allow:

8.4.2.1 teachers to complete summer school programs, and

8.4.2.2 for the lengths of the semesters to be approximately equal.

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 Leave

- 9.2.1 The School Division may reimburse teachers the cost of tuition fees for courses provided the courses are:

9.2.1.1 approved by the Superintendent, or designate, as pertinent to that teacher's role in the system, and

9.2.2.2 successfully completed.

- 9.2.2 The School Division will contribute an annual amount towards the payment of university course reimbursement calculated by the total number of FTE teachers employed by the School Division on September 1st of each year multiplied by \$125.00. If the total amount of tuition claimed exceeds the annual allocation, payment will be reimbursed on a pro-rata basis. Course payment will be paid at a rate of up to \$600.00 per half course (3-credit course). Any unused allocation from a single year will be carried forward to the next year to a maximum of double the allocation for that year.

- 9.2.3 If a teacher leaves the employ of the School Division after less than one year of service after completing a course for which that teacher has received a tuition fee reimbursement:

9.2.3.1 exceeding \$500 but less than \$1000, the School Division may request repayment of the reimbursement and deduct the repayment from the teacher's last pay cheque,

9.2.3.2 of \$1000 or greater, the School Division may request repayment of the reimbursement by six (6) equal monthly installments.

- 9.3 Administrative Procedure 412, Deferred Salary Leave Plan, will only be modified after consultation with the Local.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 *Sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of illness, injury or disability of the teacher.*

- 10.2 *A teacher on a probationary or continuing contract who is in the second year of continuous service with the School Division, shall have available sick leave entitlement, with pay and benefits, of ninety (90) consecutive calendar*

days. This period shall serve as the elimination period for the Extended Disability Benefit plan.

10.3 A teacher who has been absent on sick leave or disability and returns to the entirety of the same full-time equivalency shall have the ninety (90) calendar days of sick leave entitlement reinstated.

10.4 A teacher on contract not covered by clause 10.2 shall have available sick leave entitlement, with pay and benefits, of 20 teaching days accrued at a rate of 2 days per month pro-rated to their FTE. A teacher in the second and subsequent year of employment with the School Division not covered by clause 10.2 shall be entitled to carry forward the unused portion of the sick leave from the previous year.

10.5 If a teacher is absent from school duties to obtain necessary medical or dental treatment or because of illness, injury or disability for a period or periods exceeding the teacher's sick leave credits, the teacher shall be paid the teacher's salary to the extent of the sick leave which stands to the teacher's credit and the teacher's sick leave shall then be reduced accordingly.

10.6 In the event that a teacher is absent on sick leave, the teacher will provide:

10.6.1 when requested by the School Division, prior to return from sick leave, a certificate signed by a qualified medical or dental practitioner where the absence is three (3) consecutive teaching days or more.

10.6.2 a further medical certificate, if requested by the School Division, when the leave extends for a period of more than thirty (30) consecutive calendar days.

10.7 Return to Work

10.7.1 In the event that a teacher who qualifies for sick leave is absent for more than ten (10) consecutive teaching days, the School Division may require the teacher to provide the School Division's Physician's Medical Statement certifying fitness to return to work before the teacher is allowed to return to normal teaching duties. The cost, if any, for this certificate of fitness shall be borne by the School Division.

10.8 A teacher who may meet the qualifying requirements for Extended Disability Benefits shall apply for such benefits at the teacher's earliest opportunity, and shall not be entitled to additional sick leave benefits after ninety (90) consecutive calendar days.

- 10.9 *Teachers on Extended Disability shall have benefit premiums paid by the School Division as specified in this agreement.*
- 10.10 *Where a teacher is eligible to receive Extended Disability Benefits and where the teacher has insufficient sick leave to cover the period of time that the teacher must wait prior to receiving benefits under the Extended Disability Plan, and where the teacher does not qualify for benefits under the Employment Insurance legislation, the School Division shall provide a payment equivalent to the payment the teacher would have received had the teacher been eligible for Employment Insurance coverage, to a maximum of ninety (90) calendar days less the number of days accumulated under Clause 10.4.*
- 10.11 *In the case of a teacher returning from Extended Disability leave, should the teacher suffer from a recurrence of the same disabling condition, the relevant provisions of the Alberta School Employees' Benefit Plan will apply. Once approved, the Extended Disability Benefit shall be effective the first day of absence due to the recurrence.*
- 10.12 *During periods of unpaid leaves of absence, a teacher shall not be entitled to accumulate or apply sick leave except as provided in Clause 11.1 and 11.2 (depending on the effective date of the leave). The teacher shall retain the number of days of accumulated sick leave at the date of the leave commencement.*
- 10.13 *A teacher who, as of the date of signing of this agreement by both parties, is on sick leave, may remain on sick leave up to the maximum of the teacher's current entitlement. At the conclusion of that period of sick leave, the provisions of this agreement will apply.*
- 10.14 *A teacher who becomes eligible for receipt of disability benefits as provided in the ASEBP, will not be entitled to receive sick pay benefits as provided for elsewhere in this collective agreement.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

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

General

11.1.1 *Leave Administration*

The School Division will administer:

- 11.1.1.1 *maternity and parental leaves in compliance with the Employment Standards Code and any regulations passed thereunder, and*

11.1.1.2 *the Supplementary Employment Benefits (SEB) Plan.*

11.1.2 Leave Eligibility

11.1.2.1 *All full and part-time teachers who have at least one year of service with the School Division are eligible for maternity and parental leaves.*

11.1.2.2 *Parental leave is in effect for mothers and fathers who have children born or adopt a child.*

11.1.3 Position Protection

11.1.3.1 *Upon completion of a maternity or parental leave by a teacher, the School Division shall endeavour to reinstate the teacher in the position that the teacher occupied at the commencement of the leave or in a position that most nearly equates with that position.*

Maternity Leave

11.1.4 Leave Duration

11.1.4.1 *A teacher who is a birth mother is entitled to fifteen (15) weeks of unpaid maternity leave immediately followed by thirty-seven (37) weeks of unpaid parental leave. If both parents are School Division employees, the parental leave may be accessed entirely by one of the parents or shared between the parents.*

11.1.4.2 *A maternity leave must include a period of at least six (6) weeks immediately following the date of delivery, unless the teacher and the School Division agree to shorten that period by the teacher giving the School Division a medical certificate indicating that resumption of teaching duties will not endanger her health.*

11.1.4.3 *Teachers are entitled to maternity leave for a maximum period of 15 weeks commencing on the date of their choosing, but no later than the birth of the baby.*

11.1.4.4 *Where possible, written notice of intent to take such leave will be forwarded to the superintendent or designate at least twelve weeks prior to commencement of the leave. The School Division may request from the teacher a statement from a physician indicating the expected delivery date.*

11.1.4.5 *The teacher on maternity leave shall be eligible for one of the following options:*

- a) *If the absence begins prior to ten weeks before the estimated date of delivery and continues without a return to work, the teacher will be placed on sick leave until such point as the teacher is eligible to apply for extended disability benefit.*
- b) *If the absence begins within the ten-week period before the estimated date of delivery or on the date of delivery, the teachers shall choose either i or ii below. Such choice shall apply until the teacher returns to work following delivery or until the teacher returns to work from maternity leave.*
 - i) *The School Division shall implement and maintain a supplementary employment benefits (SEB) plan which shall provide teachers on maternity leave with 100 per cent of their weekly salary under the SEB plan during 15 weeks of leave. The School Division shall pay the portion of the teacher's benefit plan premiums specified in 7.1 of the collective agreement for the 15-week period.*
 - ii) *The teacher may access sick leave entitlement with pay as specified in Article 10 of the collective agreement for the period of sickness or disability.*

11.1.4.6 *If an audit by Service Canada Employment Insurance mandates changes in the SEB plan to comply with Employment Insurance regulations, these changes will be made immediately and will be binding on both parties.*

11.1.5 Notice of Leave Commencement

11.1.5.1 *Whenever possible, a teacher shall notify the School Division in writing at least twelve (12) weeks prior to commencement of a maternity leave. If medical reasons prevent the teacher from providing the School Division with six (6) weeks notice, the teacher shall still be eligible for the leave provided that the teacher supplies the School Division, within two (2) weeks of ceasing to work, a medical certificate indicating:*

- a) *that a medical reason prevented the teacher from giving the required notice and*

b) *the estimated or actual date of delivery.*

11.1.5.2 *A teacher who is a birth mother who takes maternity leave is not required to provide notice prior to accessing parental leave unless she originally agreed to only access fifteen (15) weeks of maternity leave. If a teacher who had originally agreed to only access fifteen (15) weeks of maternity leave decides to then access parental leave, she must provide written notice of her intent to the School Division at least six (6) weeks prior to commencement of the parental leave.*

11.1.6 Notice of Return to Work

11.1.6.1 *At least four (4) weeks prior to the end of the leave, a teacher on maternity leave shall notify the School Division in writing:*

a) *of the date of return to work, or*

b) *of a change to the date of return to work.*

Parental/Adoptive Leave

11.1.7 Leave Duration

11.1.7.1 *A teacher who is a birth mother, father or an adoptive parent is entitled to thirty-seven (37) consecutive weeks of unpaid parental leave. If both parents are School Division employees, the parental leave may be accessed entirely by one of the parents or shared between the parents.*

11.1.7.2 *At the conclusion of a parental leave, the School Division may provide for additional leave under other provisions of this Collective Agreement.*

11.1.8 Notice of Leave Commencement

11.1.8.1 *A teacher shall notify the School Division in writing of the teacher's intent to take parental leave as soon as possible but no less than six (6) weeks prior to commencement of a parental leave. If medical reasons, or circumstances related to an adoption, prevent the teacher from providing the School Division with this notice, the teacher shall still be eligible for the leave and the teacher shall provide the School Division with notice as soon as possible.*

11.1.9 Leave Commencement

11.1.9.1 *Subject to 11.1.4.1, a teacher may commence a parental leave at any time following the birth or adoption date. The parental leave must be completed within fifty-two (52) weeks of the birth or adoption date.*

11.1.10 Notice of Return to Work

11.1.10.1 *At least four (4) weeks prior to the end of the leave, a teacher on parental leave shall notify the School Division in writing:*

- a) of the date of return to work, or*
- b) of a change to the date of return to work*

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

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

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

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

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

11.2.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit*

premiums, and shall reimburse the School Division upon receipt of an invoice.

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

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

11.1 Maternity Leave

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4 *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.1.5 *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

11.2 Parental Leave

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a*

period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.

- 11.2.2 Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

11.3 Salary Payment and Benefit Premium

- 11.3.1 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 School Division shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 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 of parental leave.*

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

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

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

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 *Subject to operational requirements as determined by the superintendent or designate, a teacher may access temporary leave of absence of up to two (2) operational days per school year without cost to the teacher. Teachers shall be entitled to carry-over up to two (2) unused days over to the next school year.*

12.2 *Subject to operational requirements as determined by the superintendent or designate, a teacher may access temporary leave of absence of up to one (1) operational day per school year at one hundred percent (100%) of the cost of a substitute teacher, if one is required. This day cannot be taken on a Professional Development, Teacher Convention or Faith Day.*

12.3 *No more than two (2) operational days in 12.1 and/or 12.2 shall be taken consecutively.*

12.4 *No more than one (1) operational day in 12.1 and/or 12.2 shall be used to extend Fall Break, Christmas Break, Spring Break or Summer Break unless approved by the superintendent or designate.*

12.5 Extended Personal Leave

12.5.1 *The School Division may grant a teacher a full time or part time personal leave of absence without pay or benefits for a period of up to one (1) year. The period of the leave will not be included in any calculation of experience increments.*

12.5.2 *The School Division will endeavour to place the returning teacher into a position that most nearly equates with the position formerly occupied by the teacher, commensurate with training and experience. A teacher on leave will not have any advantage or disadvantage in the event of staff reduction or program change.*

12.5.3 *A teacher who is granted leave under Clause 12.5.1 shall retain sick leave entitlement.*

12.5.4 *During a personal leave of absence without pay, the School Division will make available and administer the normal benefit coverage, one hundred percent (100%) of the premiums to be paid by the teacher.*

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.*
- 13.3.1 *A teacher including any member named within the scope of the collective agreement who is elected president of Association Local No. 21 shall be granted up to 0.25 FTE release time for one year and the Local shall reimburse this cost to the School Division in accordance with 13.4.*
- 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

14.1 Compassionate Leave

- 14.1.1 *In the event of death or serious illness of a member of a teacher's or a teacher's spouse's family, the teacher shall be allowed leave with pay and benefits for a maximum of five (5) operational days. The School Division recognizes that there may be circumstances*

where the above provisions may be extended, at full salary and benefits, and may do so at its sole discretion.

14.1.2 *The family is regarded to be spouse, child, parent, grandparent, brother, sister, uncle, aunt, grandchild, and legal dependent. The teacher's spouse's family is regarded to be spouse's child, parent, grandparent, brother, sister, uncle, aunt, grandchild and legal dependent.*

14.1.3 *The School Division may grant compassionate leave, with or without pay, in circumstances not covered by the foregoing.*

14.2 Family Needs Leave

14.2.1 *A teacher may use up to four (4) days per school year with pay and benefits for the purpose of supporting the medical, legal or business needs of their child, spouse or parent, where the assistance of the teacher is required.*

14.3 Parental and Adoptive Leave

14.3.1 A husband shall be granted five days paternal leave with pay and benefits for the birth of their child in the time surrounding the birth. If more time is required for medical purposes, the teacher may access family medical leave through clause 14.2.

14.3.2 Five days leave with pay and benefits shall be granted to a teacher on the occasion of the adoption of a child in the time surrounding the birth or taking custody of a child.

14.4 Study Leave

14.4.1 Upon application to and permission from the School Division and pursuant to the operational needs of the School and the School Division, a temporary leave of absence may be granted during a school year for study purposes to advance the academic or professional standing of a teacher. Such study leave shall be for a maximum of five operational days. A teacher granted such leave of absence shall have salary deducted to cover no more than the cost of a substitute teacher as required.

14.5 Convocation/Graduation Leave

14.5.1 A teacher may use up to one (1) operational day with pay and benefits to attend the convocation at a post-secondary institution or one half (0.5) day with pay and benefits to attend the high school graduation, at which the teacher, their child or their spouse is receiving a degree or diploma.

14.6 Legal Proceeding Leave

- 14.6.1 A leave of absence without loss of salary and benefits shall be granted:
- 14.6.1.1 for jury duty or any summons related thereto, or
 - 14.6.1.2 to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witness.
- 14.6.2 The teacher shall remit any witness fee or jury stipend (excluding allowances and/or expenses) set by the Court or other body.

14.7 Secondment / Interchange

- 14.7.1 Teachers seconded from or within the School Division shall be entitled to an experience increment for each year of secondment, be considered a full member of the School Division and local Association, receive salary and benefits normally afforded any teacher of similar experience and position, and return to a position no less favourable than the position held prior to the secondment. Notwithstanding any of the foregoing, a teacher on secondment must comply with Section 76(5) of the Labour Relations Code as it applies to a strike vote.

15. CENTRAL GRIEVANCE PROCEDURE

- 15.1 *Effective until April 30, 2019, this procedure applies to differences:*
- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
 - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
 - c) *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*
- 15.2 *“Central item” means any item which is in italics in this collective agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this collective agreement.*

- 15.4 An "operational" day is an instructional or non-instructional day in the School Division calendar on which teachers are scheduled to work.
- 15.5 If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.
- 15.6 Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:
- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.
 - b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.
- 15.7 The written notice shall contain the following:
- a) A statement of the facts giving rise to the difference,
 - b) The central item or items relevant to the difference,
 - c) The central item or items and the non-central item or items, where the difference involves both, and
 - d) The remedy requested.
- 15.8 The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.
- 15.9 Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the School Division affected by the difference may be invited to participate in the discussion about the difference.
- 15.10 The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Division, and any affected teacher or teachers.

- 15.11 *if the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*
- 15.12 (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*
- 15.14 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected School Division rectify any failure to comply with the collective agreement.*
- b) *An affected School Division pay damages to the Association, affected teacher or teachers, or both.*
- c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.15 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
- b) *Any affected School Division.*
- c) *Teachers covered by the collective agreement who are affected by the award.*

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

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

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

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

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

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

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

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

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

15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the*

matter. The thirty (30) day freeze period may be ended by mutual agreement.

- 15.8 Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
 - b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.9 The written notice shall contain the following:*
- a) A statement of the facts giving rise to the difference,*
 - b) The central item or items relevant to the difference,*
 - c) The central item or items and the non-central item or items, where the difference involves both, and*
 - d) The remedy requested.*
- 15.10 The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division affected by the difference is attending a central grievance hearing.*
- 15.12 The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Division, and any affected teacher or teachers.*
- 15.13 (a) The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*

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

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

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

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

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

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

15.17 The award of the Arbitration Board is binding on:

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

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

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

16. LOCAL GRIEVANCE PROCEDURE

16.1 A grievance is defined as any dispute arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, and further, including any dispute as to whether the difference is arbitrable, shall be dealt with, without stoppage of work or refusal to perform work, as follows:

16.2 Any reference to a period of days excludes Saturdays, Sundays and non-operational or holiday days.

16.3 Step One (Initial Conflict Resolution Procedure)

16.3.1 Such difference, hereinafter called "a grievance", shall first be submitted by the grievor within fifteen (15) days from the date of the incident or situation giving rise to the grievance, or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall be submitted to the Superintendent of the School Division, and Teacher Welfare Committee (TWC) Chair, of the Local, of The Association. The superintendent and or out of scope designate shall meet with the grievor and or the Association representative within ten (10) days of the submission of the grievance, should the grievor request a meeting. The Superintendent will provide a response to the grievor, in writing, with a copy to the Teacher Welfare Committee Chair of the Local of Association within a further ten (10) days of the meeting or submission of the grievance, as applicable.

16.4 Step Two (Grievance procedure)

16.4.1 If the grievor is not satisfied with the disposition of the grievance, or if no decision has been rendered within ten (10) days after the presentation of the grievance to the Superintendent, the grievor shall file the grievance in writing to the Superintendent of the School Division and Teacher Welfare Committee Chair of the Local of The Association. Such submission shall be made within fifteen (15) days after the grievor receives the written outcome. Such submission shall set out the particulars regarding the nature of the grievance, the articles of this agreement which it is alleged to have been violated, and the remedy sought.

- 16.4.2 On notice of a grievance, the Superintendent and Chair of the TWC shall strike a grievance committee consisting of three (3) members of the School Division and three (3) representatives of the Association to interpret, consider and render a decision as to the disposition of the grievance. The Superintendent and Chair of the TWC will set a meeting date for the committee within ten (10) days and the committee shall give its decision within twenty-one (21) days following the receipt of the grievance. If the decision cannot be rendered in that time, the Chairperson of the grievance committee shall notify the grievor in writing of the reasons for any delay in disposing of the grievance.
- 16.4.3 A quorum of the grievance committee shall consist of all members. The grievance committee shall meet and select a chairperson from its membership. The grievance committee shall endeavour to resolve the grievance and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

16.5 Step Three (Arbitration Procedure)

- 16.5.1 If the grievance committee does not reach a unanimous or any decision, either party may, by written notice served on the other party within ten (10) days after the date on which the committee voted on the disposition of the grievance or within ten (10) days after the expiration of the said period of twenty-one (21) days, whichever is shorter, require the establishment of an Arbitration Board as hereinafter provided. If such notice is not served within the time limit, the grievance shall be deemed to be at an end. The parties may by mutual agreement, consent to postpone the hearings of the Arbitration Board.
- 16.5.2 Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice and the two (2) members so appointed will endeavour to select an independent Chairperson. If the two (2) members fail to select a Chairperson within seven (7) days, either party may request the Director of Mediation Services to select a Chairperson.
- 16.5.3 The Arbitration Board shall determine its own procedures but shall give full opportunity to all parties to present evidence and to be heard.

- 16.5.4 The Arbitration Board shall not change, modify 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.
- 16.5.5 The Arbitration Board shall give its decisions not later than fourteen (14) days after the appointment of the Chairperson, except that with the consent of the Association and School Division, such limitation of time may be extended. The findings and decisions of a majority (two out of three) of the members of an Arbitration Board shall be binding on the parties.
- 16.5.6 Each party to the grievance shall bear the expense of its respective nominee and the two (2) parties shall bear equally the expense of the Chairperson.
- 16.6 The purpose of the grievance provisions is to ensure that any grievance is processed in an expeditious manner; with due diligence for fair representation of both parties, therefore, compliance of the provisions is mandatory. If the School Division fails to comply with the provisions, the grievance may be processed to the next step. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned.

17. EMPLOYMENT

17.1 Information and Files

- 17.1.1 All new employees to the teaching staff shall submit documents required for employee records purposes to human resource services within 30 days of commencing employment or in accordance with the stipulated timelines as set by the agencies that provide the documentation.
- 17.1.2 The teachers recognize the right of the School Division to formulate policy; in return, the School Division recognizes the right of the teachers to be consulted.

17.2 Transfers

- 17.2.1 Appointments shall be made to the teaching staff and not to any particular school. The teacher shall be subject to assignment or transfer as the Superintendent may deem advisable in the interests of the School Division within the limitations of Section 212 of the current *Education Act*.

17.2.2 Involuntary Transfers

- 17.2.2.1 The School Division shall endeavour to minimize involuntary teacher transfers from a Sherwood Park or Fort Saskatchewan school to a Camrose or Vegreville school, or vice-versa. The School Division shall endeavour to minimize involuntary teacher transfers from a Camrose school to a Vegreville school or vice-versa.
- 17.2.2.2 In the event that such a transfer occurs, the School Division shall pay the teacher either:
 - 17.2.2.2.1 a reasonable daily travel allowance paid in each of the first two school years that a teacher works in this assignment. In the event that the assignment exceeds two years, the teacher may request an extension of this daily travel allowance.
 - 17.2.2.2.2 Reasonable moving expenses to the community to which the teacher was involuntarily transferred.
- 17.2.2.3 It is understood that a teacher is eligible to apply for and be considered for other teaching positions at any time following notification of the transfer.

17.2.3 Administrative Transfers

- 17.2.3.1 Any Principal or Assistant-Principal who is required by the School Division to transfer from the Principal's or Assistant-Principal's current school to any other school(s) or who sees a reduction in their administrative allowance due to reconfiguration, shall receive, over the subsequent three (3) years and beginning on the date the transfer/reconfiguration takes effect, an allowance which shall be the greater of:
 - 17.2.3.1.1 the allowance payable at the other school(s) as computed according to Clause 4.2.1, or,
 - 17.2.3.1.2 the allowance that would have been payable at the current school during the first year of the transfer.
- 17.2.3.2 Any Principal or Assistant Principal with a minimum of ten (10) years' service with the School Division and a pension index of 75 or more, who is required by the

School Division to transfer to any other school or who sees a reduction in their administrative allowance due to reconfiguration, shall receive over the next 5 years and beginning on the date the transfer/reconfiguration takes effect, the greater of:

17.2.3.2.1 The allowance payable at the new school as computed according to Article 4.2.1, or,

17.2.3.2.2 The allowance that would have been payable at the previous school, or

17.2.3.2.3 The allowance payable for either school in any year of the five-year period and payable in that year and for the remaining portion of the five-year term.

17.2.3.3 Should an additional transfer occur during the three-year period as per 17.2.3.1 or five year period as per 17.2.3.2, the provision of 17.2.3.2.1 will apply to any new school but does not extend the three or five-year period from the date of the original transfer.

17.2.3.4 Clauses 17.2.3.1 and 17.2.3.2 can only be accessed once by any member.

17.3 Subrogation

17.3.1

- a) *Cost of Absence* means the total remuneration paid by the School Division during a period when the teacher was absent from work.
- b) *Interest* means interest calculated in accordance with the provisions of the *Alberta Judgement Interest Act*, RSA 2000, c.J-1, and amendments and regulations thereto.
- c) *Judgement or Settlement* means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
- d) *Remuneration* means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the School Division.

- e) *Teacher* means a teacher in respect of whom the School Division has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

17.3.2 In the event that the School Division incurs a cost of absence as a result of an act or omission of a third party, the School Division is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:

- a) the teacher shall advise the School Division in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the School Division incurring a cost of absence;
- b) the teacher shall upon request by the School Division include the cost of absence, as calculated by the School Division, in the teacher's claim;
- c) the School Division shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
- d) the teacher agrees to cooperate with the School Division and to provide, at the School Division's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
- e) the teacher will not settle their claim without the prior written consent of the School Division as to the amount of the cost of absence to be recovered by the School Division;
- f) upon resolution of the amount of the cost of absence payable to the School Division, the School Division may, upon default of payment by the teacher following demand by the School Division offset the agreed upon amount of the cost of absence payable to the teacher by the School Division;
- g) the teacher shall not release any third party from the cost of absence without the consent of the School Division; and
- h) the School Division's consent to settlement shall not be unreasonably withheld.

- 17.3.3 When as a result of judgement or settlement with the consent of the School Division, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the School Division plus interest.
- 17.3.4 When as a result of a judgement or settlement with the consent of the School Division, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the School Division, the amount of the cost of absence recovered plus interest.
- 17.3.5 The teacher will upon request by the School Division execute such documents and agreements as may be required or deemed desirable by the School Division to give effect to the provisions of this Article 17.3.
- 17.3.6 In exercising any of its rights under Article 17.3, the School Division shall have due regard for the interests of the teacher.

IN WITNESS WHEREOF the School Division and the Association have executed this Collective Agreement on this 14 day of October, 2020.

ON BEHALF OF THE
ELK ISLAND CATHOLIC SEPARATE REGIONAL DIVISION NO 41:

J. Paszek

ON BEHALF OF THE TEACHER WELFARE COMMITTEE:

Betty J. ...

COORDINATOR, TEACHER WELFARE
ALBERTA TEACHERS' ASSOCIATION:

Sean Brown

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

1. Scope

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

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

2. Structure

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

3. Process

- a) Where the Association, TEBA, or a 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” – 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 KaneeWhere the parties cannot agree on an arbitrator, one of the above named will be chosen at random.
- c) The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- d) Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.
- e) The arbitrator will first endeavour to assist the parties in mediating a resolution.
- f) If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.
- g) As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.

- h) The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*
- i) The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process. If an oral decision is rendered, it will follow with a written summary including the decision and rationale.*
- j) All decisions of the arbitrator are final and binding.*
- k) The arbitrator retains jurisdiction with respect to any issues arising from their decision.*
- l) For the purposes of this process, the timelines shall reflect calendar days, excluding Saturdays and Sundays or General Holidays. Notwithstanding, the parties may extend timelines by mutual agreement and such request to extend timelines shall not be unreasonably denied. The arbitrator has the authority to extend timelines in consultation with the parties.*
- m) The parties shall bear the costs of their participation in this process. The parties shall equally share the costs of the fees and expenses of the arbitrator.*

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

Signed by the parties on October 2, 2018.

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

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

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

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

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

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

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

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

Where WSAs exist, the WSA may be used for:

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

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

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

Letter of Understanding #6: Salary Adjustments

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

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

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

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

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

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

Letter of Understanding #8 – Right to Disconnect

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

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

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

Letter of Understanding #9: Professional Development (PD) and Non-instructional days

The parties agree to form a committee to:

- review professional development with guiding principles of teacher autonomy, efficacy of the PD and equity amongst all teachers
- review provision of time for teachers during non-instructional days to complete board-mandated teacher work.

This committee shall be composed of at three (3) members appointed by the Local and three (3) members appointed by the School Division. The first meeting of the committee will be held before April 30, 2020. The committee will prepare a report by January 31, 2021 to inform bargaining and address issues mentioned above.

APPENDIX A—Modified School Calendar (When Approved by the School Division)

Between - The Board of Trustees of the Elk Island Catholic Separate Regional Division No 41, herein called the “School Division” and the Association, herein called the “Association”.

The School Division may approve a modified school calendar (herein called “modified calendar school”). The parties recognize that the following shall apply to the teachers who teach at a modified calendar school in a year when the modified calendar is approved by the School Division. In the case when a school has two calendars, this Appendix A applies to the teachers subject to the modified calendar.

1. Definitions

Modified Calendar School (MCS)

A modified calendar school is approved by the school division to have fewer teaching days compared to a “regular” school calendar.

Modified Calendar Teaching Assignment

A teaching assignment for fewer or longer instructional days than would be the case under a “regular” school calendar.

Regular Calendar Teaching Assignment

A teaching assignment under a “regular” school calendar (the calendar applicable to the other schools in Elk Island Catholic Separate Regional Division No 41).

Operational Day Conversion Factor (ODCF)

The Conversion factor (ODCF) shall be calculated as follows:

$ODCF = \# \text{ operational days regular schools} / \# \text{ operational days modified calendar school}$

For example: $ODCF = 194 \text{ days} / 163 \text{ days} = 1.19$, or $163/194 = 0.84$

Instructional Day Conversion Factor (IDCF)

The Instructional Day Conversion factor shall be calculated as follows:

$IDCF = \# \text{ instructional days regular schools} / \# \text{ instructional days modified calendar school}$

For example: $IDCF = 181 \text{ days} / 150 \text{ days} = 1.21$, or $150 / 181 = 0.83$

2. Collective Agreement Amendments

The parties acknowledge that the following collective agreement articles/clauses need to be adjusted accordingly for those teachers at a modified calendar school.

ARTICLE 3.4 – EXPERIENCE INCREMENTS

Article 3.4.1 Experience Increments shall be calculated as follows:

Teaching Experience (Modified Calendar School) = 140 days * ODCF

For example: $140 * 0.84 = 117.6$

ARTICLE 5 – SUBSTITUTE TEACHERS

The daily rate for a modified calendar school shall be calculated as follows:

Full Day Rate at a regular school * IDCF

ARTICLE 12.1 – TEMPORARY PERSONAL LEAVE

Note: The cost of a substitute shall be in accordance with the rate of pay in effect with the IDCF applied as appropriate.

3. Application and operation of other issues arising with respect to Modified School Calendar

Teachers on a Modified School Calendar

1. It is understood that the School Division will report pensionable service to the Alberta Teachers' Retirement Fund with respect to a teacher in a modified calendar school with the application of the ODCF when and where appropriate.
2. It is understood that where applicable and appropriate, the IDCF or ODCF will be applied in the calculation of number of days taught by a teacher in a modified calendar school as it pertains to the application of 1/200th.
3. It is understood that the length (hours of work) of the non-instructional operational days for a modified calendar school will align with (be equitable with) the length of the non-instructional operational days in a regular calendar school.
4. It is understood that the ODCF will be applied in the calculation of Records of Employment (ROE).