

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**CALGARY ROMAN CATHOLIC SEPARATE  
SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION  
COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF TRUSTEES OF THE CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION, OF THE PROVINCE OF ALBERTA (hereinafter referred to as "the Division"),

OF THE FIRST PART

- and -

THE ALBERTA TEACHERS' ASSOCIATION, (hereinafter referred to as "the Association")

OF THE SECOND PART

*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 as of February 14, 2018)*

***Effective date of ratification of the 2018-2020 local Memorandum of Agreement, the whereas statement above is repealed and replaced by the following whereas statement:***

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

WHEREAS terms and conditions of employment of these persons have been subject to negotiations between the parties; and

WHEREAS the parties desire that these matters be set forth in an Agreement;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. APPLICATION/SCOPE**

- 1.1 *Effective February 14, 2018, this Collective Agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the Division excepting those positions agreed to be excluded in local bargaining between the Division and the Association.*

***Effective date of ratification of the 2018-2020 local Memorandum of Agreement, clause 1.1 above is repealed and replaced by the following clause:***

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*This Collective Agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the 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 Executive Liaison to the Chief Superintendent
  - 1.2.2 Supervisor, Recruitment
  - 1.2.3 Supervisor, Information Technology, Student Based Applications
  - 1.2.4 All Directors
  - 1.2.5 All personnel above the rank of Director
- 1.3 *Effective date of ratification of the 2018-2020 local Memorandum of Agreement, 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 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 Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *Effective February 14, 2018, the Association is the bargaining agent for each bargaining unit and:*
  - 1.4.1 *has exclusive authority to bargain collectively with the Teachers' Employer Bargaining Association (TEBA) on behalf of all the teachers in the bargaining units and to bind the teachers in any Collective Agreement with respect to central terms; and*
  - 1.4.2 *has exclusive authority to bargain collectively with each 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 date of ratification of the 2018-2020 local Memorandum of Agreement)*
  - 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Jurisdictions in any agreement with respect to central terms.*

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- 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, the Division has, with respect to local bargaining, exclusive authority to bind the Division in any agreement with respect to local terms*
- 1.6 *Effective February 14, 2018, the 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 ensure to the benefit of and be binding upon the parties and their successors.*
- 1.10 Consultation
- 1.10.1 The teachers recognize the right and responsibility of the Division to formulate policy. The Division agrees that it will not make changes in the present working conditions which are not covered in this Collective Agreement, without first having the matter considered by an Advisory Committee consisting of up to four (4) teachers appointed by the Association Local #55, and up to four (4) administrative personnel, one of whom shall be the Chief Superintendent.
- 1.10.2 One member of the Administrative staff representative on the Advisory Committee will be responsible for convening meetings of the Committee and for the provision of such information as is required and available.
- 1.10.3 Positions taken by the representatives to the Committee shall be recorded at the conclusion of the Committee meeting, signed by the representatives to this Committee and forwarded to the Division.
- 1.11 *Effective date of ratification of the 2018-2020 local Memorandum of Agreement, all provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

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

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## 2.2 *List Bargaining*

2.2.1 *Negotiations regarding the list of central and local matters must commence not less than six (6) months and not more than eight (8) months before the expiry of the then existing Collective Agreement and shall be initiated by a written notice from the Association or TEBA to the other.*

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

## 2.3 *Central Matters Bargaining*

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

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

## 2.4 *Local Bargaining*

2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by the Division or the Association must be served after, but not more than sixty (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.*

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

## 2.6 *Meet and Exchange*

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

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

## 2.7 *Opening with Mutual Agreement*

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

2.7.2 *The Association and the 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*

2.8.1 *As the Association is the bargaining agent for the teachers employed by the Division, the 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 *The 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) utilization rates;*

*c) Most recent Division financial statement;*

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- d) *Total benefit premium cost;*
- e) *Total substitute teacher cost; and*
- f) *Total allowances cost.*

2.8.3 *The Division on a monthly basis will provide Association Local #55 with the names and employment location of teachers newly hired on an employment contract.*

*Provisions 2.2 through 2.8 take effect on February 14, 2018.*

2.8 ***Provision of Information (Effective date of ratification of the 2018-2020 local Memorandum of Agreement, 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 Division. The 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 Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the Division from providing the information on a more frequent basis.*

2.8.2 *The 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:*

- a) *Teacher distribution by salary grid category and step as of September 30;*
- b) *HSA/WSA/RRSP utilization rates;*
- c) *Most recent Division financial statement;*
- d) *Total benefit premium cost;*
- e) *Total substitute teacher cost; and,*
- f) *Total allowances cost.*

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### 3. SALARY

#### 3.1 Basic Salary Schedule

3.1.1 *The salary for a teacher shall be determined pursuant to the following Basic Salary Schedule:*

#### *Categories of Teacher Qualification and Applicable Salary*

*Effective September 1, 2016*

Years of Teaching Experience	Years of University Training					
	One	Two	Three	Four	Five	Six or more
0	49,461	49,461	49,461	58,933	62,471	66,633
1	49,461	49,461	49,461	62,471	65,597	69,765
2	51,747	51,747	51,747	65,597	69,247	73,301
3	53,939	53,939	53,939	69,247	72,776	76,946
4	56,649	56,649	56,649	72,776	76,007	80,076
5	58,933	58,933	58,933	76,007	79,548	83,709
6	61,534	61,534	61,534	79,548	83,187	86,843
7	63,832	63,832	63,832	83,187	86,321	90,373
8	66,534	66,534	66,534	86,321	89,963	94,014
9	68,827	68,827	68,827	89,963	93,501	97,149
10	72,613	72,613	72,613	93,916	97,149	101,199

*Effective September 1, 2017, Categories 1, 2 and 3 years of university training will be eliminated. All teachers who currently receive an annual salary under Categories 1, 2 and 3 will be appointed to the next step within Category 4 that is the nearest to, but not less than, the teacher's current annual salary. If that step on the grid is not the Category 4, Step 10 maximum, the teacher is eligible for grid movement on the basis of experience increments.*

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*Categories of Teacher Qualification and Applicable Salary*

*Effective September 1, 2017*

<i>Years of Teaching Experience</i>	<i>Years of University Training</i>		
	<i>Four</i>	<i>Five</i>	<i>Six or more</i>
<i>0</i>	<i>58,933</i>	<i>62,471</i>	<i>66,633</i>
<i>1</i>	<i>62,471</i>	<i>65,597</i>	<i>69,765</i>
<i>2</i>	<i>65,597</i>	<i>69,247</i>	<i>73,301</i>
<i>3</i>	<i>69,247</i>	<i>72,776</i>	<i>76,946</i>
<i>4</i>	<i>72,776</i>	<i>76,007</i>	<i>80,076</i>
<i>5</i>	<i>76,007</i>	<i>79,548</i>	<i>83,709</i>
<i>6</i>	<i>79,548</i>	<i>83,187</i>	<i>86,843</i>
<i>7</i>	<i>83,187</i>	<i>86,321</i>	<i>90,373</i>
<i>8</i>	<i>86,321</i>	<i>89,963</i>	<i>94,014</i>
<i>9</i>	<i>89,963</i>	<i>93,501</i>	<i>97,149</i>
<i>10</i>	<i>93,916</i>	<i>97,149</i>	<i>101,199</i>

### *3.2 Education*

#### *3.2.1 Evaluation of Teacher Qualification:*

*The evaluation of teacher education and establishment of Teacher Qualification for purposes of the Basic Salary Schedule shall be determined by a Statement of Qualifications issued by the Alberta Teachers' Association Teacher Qualification Service (TQS) in accordance with the policies and principles approved by the Teacher Salary Qualifications Board, established by Memorandum of Agreement among the Department of Education, the Association and the Alberta School Trustees' Association, dated March 23, 1967.*

*3.2.1.1 Within the first six (6) months of employment, a teacher must submit a TQS Statement of Qualifications or submit proof of application made to Teacher Qualification Service to the Division. The submission of the TQS Statement of Qualifications or proof of application made to Teacher Qualification Service to the Division will ensure retroactive salary payment to the date of employment. Upon receipt of the TQS Statement of Qualifications by the Division retroactive salary will be paid to the teacher.*

*Failure by the teacher to submit a TQS Statement of Qualifications or submit proof of application made to Teacher Qualification Service to the Division within the first six (6) months of employment will result in salary adjustments being made on the first day of the month immediately following submission of a*

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*TQS Statement of Qualifications or proof of application made to Teacher Qualification Service.*

**3.2.2 Initial Salary Above Schedule:**

*Notwithstanding anything to the contrary expressed or implied, the Division may pay a teacher in a category of Teacher Qualification above that determined by the Teacher Qualification Service of the Association for the purposes of this clause defined as "above schedule", under the following conditions:*

*3.2.2.1 Those teachers who at the date of signing of this Collective Agreement have a contract of employment which was offered on a basis of payment in a category above schedule shall continue to receive such payment, it being understood that payment above schedule terminates when the teacher's evaluation equals the level of above schedule payment.*

*3.2.2.2 Those teachers claiming credit for religious education courses that are not recognized in the evaluation of Teacher Qualification pursuant to clause 3.2.1 may be paid in a category of Teacher Qualification above schedule on the basis of one category per five (5) such courses.*

**3.2.3 Adjustment Date:**

*The adjustment dates for any change in the evaluation of teacher qualification shall be made on the first day of the month immediately following receipt by the Division of a TQS Statement of Qualifications issued by the Teacher Qualification Service evidencing increased qualification or proof of application for review of teacher qualification by Teacher Qualification Service.*

**3.2.4 Adjustment on Appeal:**

*Notwithstanding clause 3.2.3 where a teacher successfully appeals to the Teacher Qualification Service in respect of any change in evaluation of Teacher Qualification, the effective date of the adjustment under clause 3.2.3 shall be made on the first of the month immediately following the date the appeal was launched to the Teacher Qualification Service.*

*The Division will provide retroactive salary adjustment to the month of the teacher's original submission to Teacher Qualification Service if the teacher launches their appeal to Teacher Qualification Service within six (6) calendar months from the date that the Statement of Qualification was issued.*

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**3.2 Education (Effective September 1, 2019, the following repeals and replaces clause 3.2 above)**

3.2.1 *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.*

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

3.2.3 *For newly employed teachers to the Division, until such time as the 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.*

3.2.3.1 *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 3.2.2.*

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

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

3.2.4.1 *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 3.2.2.*

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

**3.3 Experience**

3.3.1 *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*

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- b) *employed as a substitute teacher within the preceding five (5) years.*
- 3.3.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.3.3 *Previously unrecognized experience gained with the Division in one school year shall be carried over for calculation of experience increments in the following school year.*
- 3.3.4 *Provisions 3.3.1 through 3.3.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained with the Division in the 2016-2017 school year being carried over for calculation of experience increments in the 2017-2018 school year with that same Division.*

3.3.5 *Prior Teaching Experience*

3.3.5.1 *A teacher, upon commencement of employment, must submit proof of prior teaching experience. Such proof must be submitted within six (6) calendar months from the date of employment in order to obtain retroactivity to the date of employment. Failure to provide proof within the six (6) calendar months will result in adjustments being made on the first day of the month immediately following submission of proof.*

3.3.5.2 *Upon commencement of employment, a teacher shall be granted one (1) increment for each full year of teaching experience acquired prior to the teacher's current employment with the Division, where the teacher having such experience was required to hold a valid teaching certificate as a condition of employment. Teaching experience must be equivalent to teaching experience in Alberta Divisions. The maximum number of increments granted shall be that provided for in the teacher's category of teacher education, as per clause 3.1.1.*

3.3.5.3 *Where the new teacher's prior teaching experience includes partial years of service or periods of part-time service, full years of service shall be calculated as the total number of full time equivalent days of prior teaching experience in those years divided by two hundred (200).*

*Any remainder of one hundred and ninety (190) or more days of prior full time equivalent teaching experience shall be counted as a full year of prior teaching experience.*

*Any remainder of one hundred and eighty-nine (189) or less days of prior full time equivalent teaching experience shall be credited to a teacher for accumulation towards the earning of the next future increment.*

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### 3.3.6 Experience Increments

3.3.6.1 *Each teacher who is eligible for an increment shall, on the first (1st) day of the month immediately following the establishment of such eligibility, be placed on the next higher step of the Basic Salary Schedule for the appropriate category of teacher education, as per clause 3.1.1.*

3.3.6.2 *A teacher, who has accumulated a minimum of one hundred and ninety (190) full time equivalent teaching days that have not previously been counted for increment purposes, shall be granted one (1) experience increment in accordance with clause 3.3.6.1 and subject to the limitation of clause 3.3.2. Further increments shall be granted for each one hundred and ninety (190) full time equivalent teaching days acquired after that date, until the teacher reaches the maximum salary of the appropriate category of teacher education, as per clause 3.1.1. These increments will be effective on the first (1st) day of the month immediately following the attainment of the necessary accumulation of days.*

3.3.6.3 *The maximum number of full time equivalent days of teaching experience which may be counted for increment purposes during any school year shall be one hundred and ninety (190) days.*

### 3.3.7 Withholding of Experience Adjustment:

*The Division may withhold an experience adjustment if in its opinion the teacher has not rendered satisfactory service during the immediately preceding school year. In no case shall the Division withhold an experience adjustment for more than one year. Such action by the Division shall be subject to grievance procedures as specified in this Agreement. Prior to withholding the experience increment, the Division will provide the teacher, the Executive Assistant of the Association Local #55 and the Coordinator of Teacher Welfare reasons in writing for its decision.*

### 3.3 Experience **(Effective September 1, 2019, the following repeals and replaces clause 3.3 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.*

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

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

*Prior Experience*

- 3.3.6 *The teacher is responsible for providing proof of experience satisfactory to the Division in accordance with this article.*
- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Division shall be deemed to have zero years of experience on the salary grid.*
- 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.*
- 3.3.7 *The Division shall recognize prior teaching experience as if it was earned by employment with the Division provided that the teacher provides satisfactory proof as per clause 3.3.8.*
- 3.3.8 *A teacher requesting that the Division recognize experience earned with a previous employer shall provide to the Division written confirmation from the previous employer certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
- b) *The position held while earning the experience was one that required a valid teaching certificate; and,*

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

3.3.9 *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 Jurisdictions covered by PECBA. At the time of movement from another School Jurisdiction, the receiving School Jurisdiction shall assume the recognition of experience provided by the previous School Jurisdiction.*

3.3.10 *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.*

3.3.11 *Clauses 3.3.6 through 3.3.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

#### 3.4 *Technical Education Teachers' Qualification*

*Teachers hired from industry for the sole purpose of teaching Career and Technology Studies courses in their area of specialization shall be entitled to the category of Teacher Qualification that is determined pursuant to clause 3.2.1; but shall be given one year of teaching experience for each year of directly related industrial experience acquired after the teacher has received the associated trade designation relevant to their area of specialization including journeyman status or other certification applicable to the trade.*

#### 3.5 *Night Classes and Summer School Program/Classes*

3.5.1 *To each teacher of a night class or summer school program/classes, the sum of \$66.88 per hour of instruction effective September 1, 2016. To each coordinating teacher of night classes, the sum of \$71.79 per hour effective September 1, 2016.*

*To each Vice-Principal of summer school program/classes, the sum of \$74.49 per hour effective September 1, 2016.*

## 4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

### 4.1 Creation of New Designations/Positions

4.1.1 Upon creation or designation by the Division of new positions within the scope of this Article 4 and not covered by clause 4.2.6, Allowances shall be arrived at by agreement with the Negotiating Subcommittee of the Association Local #55 and added to this Agreement by addendum; and the

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said Negotiating Subcommittee is hereby authorized to so represent and bind the Association.

4.2 *Administration Allowances*

4.2.1 *In addition to salary under Article 3, the Division shall pay to teachers an additional sum (in this Agreement called an "Allowance") at a rate per annum payable during the period from September 1st to August 31st, as more particularly set forth in the following provisions of this Article 4.*

4.2.2 *Pupil Count:*

*For purposes of this Article 4, numbers of pupils in a school shall be determined by count on September 30th, to establish the rate of Allowance payable for the school year.*

4.2.3 *Principals:*

*Effective September 1, 2016, the Division shall pay to each school Principal an Allowance as follows:*

*\$17,212.00 plus \$21.25 per pupil for each pupil over 150 pupils to maximum of \$45,514.00. Notwithstanding the formula, the minimum Allowance will be \$25,360.00.*

4.2.3.1 *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.*

4.2.4 *Vice-Principal:*

*The Division shall pay to each Vice-Principal an Allowance equal to one-half (1/2) of that payable under clause 4.2.3 to the Principal of the school in which the Vice-Principal is assigned.*

4.2.5 *Assistant Principal:*

*The Division shall pay to each Assistant Principal an Allowance of \$7,018.00, effective September 1, 2016. Where an Assistant Principal is appointed, the position is in addition to the normal administrative staff allocation.*

4.2.6 *Other Allowances:*

*Effective September 1, 2016, the Division shall pay to each teacher appointed by the Division to the following positions, the Allowance respectively set forth opposite each such position, namely:*

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4.2.6.1 *Supervisor: \$28,336*

4.2.6.2 *Consultant: \$13,500*

4.2.6.3 *Coordinating Teacher: \$4,585*

4.3 Red Circling

4.3.1 Principals and Vice-Principals who change schools at the request of the Division shall be paid the greater of (a) or (b):

(a) the Allowance received by the Principal or Vice-Principal at the school in the year he/she is leaving,

(b) the Allowance that the Principal or Vice-Principal could receive at the new school.

The Allowance in (a), will never be increased.

4.4 Principal Absence

4.4.1 In the event that a Principal is absent from duty for a period in excess of five (5) consecutive teaching days, another administrator, teacher or temporary contract administrator, as determined by the Division, shall assume the responsibility. In the event that another administrator or teacher assumes the responsibility, they shall be paid the Allowance of the absent Principal, commencing with the sixth (6<sup>th</sup>) day.

4.5 *Teachers with Principal Designations*

4.5.1 *Effective September 1, 2008, any administrator with a Principal designation who has successfully completed a five (5) school year term appointment as a Principal shall have their Principal designation deemed continuing.*

4.5.2 *Administrators appointed to a Principal designation shall first be appointed to the Principal designation under a probationary one (1) school year term appointment to determine their suitability. Should the Division determine that a second probationary school year term appointment is required the reasons for it shall be provided, in writing, to the Principal.*

*At the successful conclusion of the respective probationary term, the Principal shall be granted a four (4) school year term appointment to the designation of Principal.*

4.5.3 *At the successful conclusion of the four (4) school year term appointment, the Principal shall be appointed to the continuing designation of Principal.*

4.5.4 *The continuing designation of Principal is not school specific, is not applicable in the case of resignations or the acceptance of other*

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*designations or Division positions and is not applicable in surplus situations including but not limited to school closures as determined by the Division.*

- 4.5.5 Principals shall be evaluated in accordance with the Division's procedures for Principal performance evaluation. A Principal may request a review of their evaluation to the Chief Superintendent or designate.

#### 4.6 Principal Leave

Principals shall be granted two (2) days leave with pay during a school year, at a time mutually agreeable to the Principal and the Chief Superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the Principal and the Chief Superintendent or designate, the Division will pay out the unused paid leave days at the rate of one two-hundredth (1/200th) of the Principal's annual salary and Allowance by the end of June of each year.

## 5. GUEST (SUBSTITUTE) TEACHERS

### 5.1 Rates of Pay

- 5.1.1 *In lieu of salary under the Basic Salary Schedule, the Division shall pay to teachers employed on the basis of the teacher being available for service if and when called upon by the Division, and known as Guest (Substitute) Teachers, an allowance of \$222.00 per day of teaching, effective September 1, 2016. Half days will be paid at fifty (50%) percent of the full day allowance.*
- 5.1.2 *All of the above rates of pay provided in this Article 5 and clause 3.5 include vacation pay.*
- 5.1.3 *Effective May 1, 2019, Guest (Substitute) Teachers' daily rates of pay will be \$209.43 plus six percent (6%) vacation pay of \$12.57 for a total of \$222.00.*
- 5.1.4 *Effective May 1, 2019, Guest (Substitute) Teachers receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

### 5.2 Commencement of Grid Rate

- 5.2.1 *Notwithstanding clause 5.1.1, if a Guest (Substitute) Teacher is employed for a period of two (2) or more consecutive days on the same day-to-day assignment, the Division shall place the Guest (Substitute) Teacher on the Basic Salary Schedule, according to teacher qualifications and experience,*

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*on the second (2nd) and consecutive subsequent days in the same day-to-day assignment.*

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

### 5.3 Other Guest (Substitute) Teacher Conditions

#### 5.3.1 *Payment for Injury Not Covered by Workers' Compensation Act (WCB)*

- 5.3.1.1 *Should a Guest (Substitute) Teacher not covered by Workers' Compensation Act (WCB) benefits be unable to work as a result of an injury sustained while performing his/her duties for the Division, the Guest (Substitute) Teacher shall be paid an amount of money equal to the per diem rate specified in clause 5.1.1 up to a maximum of twenty (20) consecutive teaching days immediately following the injury, provided the inability to work as a result of the injury is verified by a physician.*

- 5.3.1.2 *Any payment made by the Division shall be made on a without prejudice basis and without any liability to the Division. Any payment accepted by the Guest (Substitute) Teacher does not preclude the Guest (Substitute) Teacher from exercising his/her ability to take legal action against the Division.*

- 5.3.1.3 *The Division may direct a Guest (Substitute) Teacher to be examined by the Division's appointed physician at the expense of the Division, provided that both the Guest (Substitute) Teacher and the Association Local #55 are so informed in writing.*

#### 5.3.2 Guest (Substitute) Teacher Coverage

- 5.3.2.1 Both parties to the Collective Agreement recognize the importance of continuity of instruction by the regular classroom teacher in the creation of a quality learning environment for students.

- 5.3.2.2 The Division agrees to continue to make every effort to provide a Guest (Substitute) Teacher for a classroom teacher whose absence will interrupt the provision of instruction for students. The provision for Guest (Substitute) Teachers for these purposes may be altered, if agreed, between the Division, and the Principal and teachers at any school.

- 5.4.2 Effective first of the month following the date of ratification of the 2018-2020 local Memorandum of Agreement, Guest (Substitute) Teachers who are

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advised by school administration when the Guest (Substitute) Teacher arrives at the school that their services are no longer required, shall be paid the rate owed for the designated assignment. This shall apply to the first day of an assignment only.

## 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.***

6.2 *Part-time Teacher Salary*

6.2.1 *A "Part-Time Teacher" is one who is employed under written contract but who is assigned to duties on a regular basis that requires less than a full-time equivalent. A Part-Time Teacher shall be paid a salary in accordance with the Basic Salary Schedule, proportionate to the percentage of the full-time equivalent taught each day as outlined in the written contract.*

## 7. GROUP BENEFITS

7.1 *Group Health Benefit Plans, Carrier and Premiums*

7.1.1 *Effective September 1, 1994, the Division shall effect and maintain the group insurance plans and contribute to premium costs as follows:*

7.1.1.1 *Major Medical Benefit: 100%*

7.1.1.2 *Group Life and Accidental Death and Dismemberment Insurance: 100%*

7.1.1.3 *Long Term Disability Insurance: 100%*

7.1.1.4 *Dental Care Insurance: 100%*

*Teachers new to the Division must become members of the plan unless already covered by another plan.*

7.1.1.5 *Vision Care: 100%*

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7.1.1.6 *Health Spending Account (HSA):*

7.1.1.6.1 *The Division will contribute an annual amount of one percent (1%) of the teacher's actual annual salary in accordance with the Basic Salary Schedule and allowance (if applicable), will be allocated to the teacher's HSA account annually.*

7.1.1.6.2 *Effective September 1, 2020, the District will establish a Health Spending Account (HSA)/Wellness Spending Account (WSA). On an annual basis, each teacher will have the option to allocate all or a portion of their annual HSA credit to a WSA. If the annual credits are not allocated, then all credits will be allocated to their HSA.*

7.1.1.6.3 *The unused balance is carried forward to the next plan year. The carry forward amount must be used by the end of that year, or it will be forfeited. Teachers leaving the employ of the Division for any reason will automatically forfeit any unused balance.*

7.1.2 *Effective January 1, 2020, the Division shall provide group health benefit plans that provide at least equivalent to:*

7.1.2.1 *Without significant changes to coverage levels, 100% drug reimbursement and drug card. Significant changes would be subject to approval of the parties.*

7.1.2.2 *ASEBP Vision Care Plan 3.*

7.2 *Group Benefits Eligibility*

*Dental Care Insurance, Long Term Disability Insurance, Group Life and Accidental Death and Dismemberment Insurance, Vision Care Plan and Personal Health Spending Account/Wellness Spending Account are to be applicable to teachers with more than six (6) months of service.*

7.3 *Changes in Benefits Coverage*

Should the Division anticipate changes to the Benefit Plans, the Division shall formally discuss anticipated changes with the Association Negotiating Subcommittee. The Association Negotiating Subcommittee shall be fully informed of all particulars, where possible, at least one (1) month in advance, prior to any meeting(s).

The Director, Employee & Labour Relations shall convene a meeting(s) of the parties, to review the anticipated changes, methods of maintaining the current Benefit Plans and suggested alternatives brought forward by any party.

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## 7.4 Other Group Benefits

### 7.4.1 Employment Insurance Rebates:

In consideration of the improvements to the Employee Benefit Plans and Sick Leave Benefits, the employees covered by this Agreement waive any claims on additional rebates occasioned by the complete Division coverage of the Employment and Immigration Commission Disability Plan.

### 7.4.2 Parking Lots:

Where available, parking lots without car heater outlets shall be provided to teachers free-of-charge. Car heater outlets, where available, will be provided at no cost to the teachers.

## 8. CONDITIONS OF PRACTICE

### 8.1 *Teacher Instructional and Assignable Time*

8.1.1 *A school-based full-time equivalent teacher not in receipt of any salary Allowance will not be assigned duties in excess of thirty (30) hours per week, averaged over the school year.*

***Effective September 1, 2019, this provision repeals and replaces clause 8.1.1 above:***

*A school-based full-time equivalent teacher not in receipt of any salary allowance will not be assigned duties in excess of thirty (30) hours per week, averaged over the school year. A maximum of 907 hours per year shall be devoted to the instruction of students.*

### 8.2 *Assigned Time Definition (Effective September 1, 2017)*

8.2.1 *Assigned Time is defined as the amount of time the Division assigns 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*

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- e) *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 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 the Division. 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 *Staff deployment within a school shall be the responsibility of the Principal and the Staff.*

8.3.2 *The parties to this Collective Agreement recognize that, except when temporarily impracticable, each teacher will have regularly scheduled school class time free from classroom instruction or supervision for the purpose of attending to professional responsibilities including preparation, consultation and administrative tasks.*

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

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- 8.3.3.1 *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 Division.*
- 8.3.3.2 *When reasonable, this break shall occur in the middle of the assignment.*
- 8.3.3.3 *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 Extracurricular

- 8.4.1 Extra-curricular activities will be the collective responsibilities of the staff of the school. Individual teachers choose from among these activities based upon their knowledge, skills and interests.
- 8.4.2 In the normal course of school planning, a Principal should consult with the school council regarding optional program offerings, co-curricular and extra-curricular activities.

### 9. PROFESSIONAL DEVELOPMENT

- 9.1 *Teacher Professional Growth Plan (effective as of February 14, 2018)*
  - 9.1.1 *Teacher Professional Growth Plans will consider but will not be required to include the 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 *The Division and/or schools are not restricted in developing their own staff development plan in which the Division and/or school may require teachers to participate.*
- 9.2 Sabbatical Leave
  - 9.2.1 A teacher who has been employed by the Division for eight (8) years or more, may, upon application, be granted leave of absence by the Division for one (1) year or for one-half (1/2) year.

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9.2.2 Conditions of Leave:

A leave of absence granted by the Division under clause 9.2.1 shall be subject to the condition and understanding:

9.2.2.1 that the teacher will spend the leave in improving professional qualifications as a teacher, in such manner as is approved by the Chief Superintendent or designate,

9.2.2.2 that the teacher will not engage in remunerative work during the leave, unless the remuneration is accorded in connection with a fellowship awarded by the education institution where studies are pursued,

9.2.2.3 that the leave will be taken during one school year only,

9.2.2.4 that the teacher will return to regular duty with the Division at the opening of schools for the next school year, or for the next half school year, as the case may be, and shall not resign or retire from service of the Division for a period of two (2) years after return from the leave of absence.

9.2.3 Sabbatical Leave Pay:

Where a teacher is granted a leave of absence under clause 9.2.1, the Division shall, during the term of such leave, pay to the teacher in lieu of all other salary, Allowance, and other compensation elsewhere in this Collective Agreement provided, a salary at the rate of seventy (70%) percent of the gross salary that the teacher would be entitled to under the Agreement, during the year of leave.

9.2.4 Teaching Standing:

A teacher on leave of absence under clause 9.2.1 shall retain his/her seniority and equivalent position with the Division during the leave.

9.2.5 Total Leaves:

The Division shall grant in each school year at least a number of sabbaticals equivalent to 0.625% of the total number of teachers employed by the Division as of September 30 of the preceding year. The Division may at its discretion in any one (1) year, if it considers that there are sufficient meritorious applications and that the costs are justifiable, grant additional sabbaticals up to a maximum of 1.25% of the total number of teachers employed by the Division as of September 30 of the preceding year.

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9.2.6 Frequency:

Not more than one (1) leave of absence whether for a one (1) year period or for a half (1/2) year period shall be granted under clause 9.2.1 to a teacher at one time, nor shall more than one such leave be granted to a teacher for each eight (8) years of service with the Division.

9.2.7 Salary Increments:

Time spent on leave of absence by a teacher under clause 9.2.1 shall not be included as "days of teaching" under clause 3.3

9.3 Professional Development Leave and Professional Growth Subsidy

9.3.1 The Division shall provide to the Professional Growth Subsidy 400 substitute days with the option to purchase an additional 225 substitute days for the purpose of professional development.

9.3.2 The Division will make available for the purposes of professional development an annual fund of \$300,000.00. This fund will be jointly administered by the Professional Growth Subsidy Committee and the Chief Superintendent or designate in the following manner:

9.3.2.1 The Professional Growth Subsidy Committee will review applications from teachers requiring financial assistance and will in turn make recommendations to the Chief Superintendent or designate as to disbursements.

9.3.2.2 The Chief Superintendent or designate shall have the final right of approval on such disbursements. The Association Local #55 shall provide secretarial service with respect to the fund. The fund and its operation will be subject to audit by the Division.

9.3.2.3 With the mutual agreement of the parties, substitute days can be converted to cash and added to the \$300,000.00 Professional Growth Subsidy fund.

9.4 Professional Improvement Fund (PIF)

9.4.1 The Professional Improvement Fund Committee will review guidelines annually. Any changes shall be reported to the respective parties by April 30 each year.

9.4.2 The guidelines will allow for the disbursement of up to fifty percent (50%) of the current financial resources allocated to Sabbatical Leaves under clause 9.2 of the Collective Agreement.

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## 10. SICK LEAVE

10.1 *Teachers with less than six (6) months service will, receive two (2) teaching days per month of paid sick leave, for the purpose of necessary medical or dental treatment or because of accident, sickness or disability. The two (2) teaching days per month will be pro-rated and credited for the first month of the teacher's employment based on their date of commencement of employment. For the second and subsequent months, the two (2) teaching days per month will be credited to the teacher on the first day of each month. Teachers in the employ of the Division for more than six (6) months will be granted up to ninety (90) calendar days.*

### 10.2 *Duration of Sick Leave*

10.2.1 *After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid and the Long Term Disability Plan shall take effect.*

10.2.2 *A teacher who is absent because of accident, sickness or disability during a vacation period, the first day of sick leave for the teacher will be the first day the teacher was required to be at work following the vacation period.*

### 10.3 *Sick Leave Coverage*

10.3.1 *A teacher who has been absent due to medical disability shall, upon return to full-time duty, have the ninety (90) calendar days of sick leave entitlement reinstated.*

10.3.2 *However, should the teacher after having returned to work from the Long Term Disability Plan suffer from a recurrence of the same disabling condition within six (6) months, the teacher shall apply for Long Term Disability benefits immediately. Once approved the Long Term Disability benefit shall be effective the first day of absence due to the recurrence.*

### 10.4 *Sick Leave Documentation*

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

10.4.1 *A teacher who is absent for necessary medical or dental treatment or because of accident, sickness or disability for more than five (5) consecutive school days shall present a Division Medical Form to the Division. A teacher who is absent for the aforementioned reasons for up to five (5) consecutive school days may be required to present a Division Medical Form to the Division provided that the teacher is informed of such requirement on the day of absence or as soon thereafter as the teacher can be contacted by the Division.*

10.4.2 *When the sickness extends for a period of over twenty (20) consecutive teaching days, the teacher may, at the discretion of the Division, be called*

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upon to furnish a further Division Medical Form signed by a qualified medical practitioner, provided that both the teacher and the Executive Assistant of the Association Local #55 are so informed in writing.

10.4.3 Prior to returning to work after an absence due to illness of over twenty (20) consecutive teaching days, an employee shall supply a satisfactory Division Medical Form, signed by a qualified medical practitioner.

10.4.4 The Division may direct a teacher to be examined by the Division's appointed physician and/or to a Functional Work Assessment at the expense of the Division, provided that both the teacher and the Executive Assistant of the Association Local #55 are so informed in writing.

10.5 Teachers will, where possible, schedule doctor and dental appointments outside of classroom hours. If scheduling such appointments is not possible outside of classroom hours, teachers will make every effort to limit their absences for appointments to a maximum of one-half (1/2) day for each such occurrence.

10.6 Changes to Division Medical Form

Should the Division anticipate changes to the Division Medical Form, the Division shall formally discuss anticipated changes with the Association Negotiating Subcommittee. The Association Negotiating Subcommittee shall be fully informed of all particulars, where possible, at least one (1) month in advance, prior to any meeting(s).

## 11. MATERNITY, ADOPTION AND PARENTAL LEAVE

### 11.1 *Maternity Leave*

11.1.1 *A teacher is entitled to maternity leave for a period of fifteen (15) calendar weeks. Maternity Leave, other than the health related portion, shall be at no cost to the Division. The leave will consist of:*

11.1.1.1 *a period not exceeding twelve (12) calendar weeks immediately preceding the estimated date of delivery or such shorter period as the teacher may request.*

11.1.1.2 *the period, if any, between the estimated date of delivery and the actual date of delivery, and*

11.1.1.3 *a period not shorter than six (6) calendar weeks following the actual date of delivery.*

11.1.1.4 *where the pregnancy of the teacher interferes with the performance of her duties, the Division may, by notice to the teacher, require the teacher to commence Maternity Leave.*

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- 11.1.2 *The teacher shall give a minimum of two (2) calendar weeks' notice in writing of the day upon which she intends to commence Maternity Leave together with a Division Medical Form giving the estimated date of delivery.*
- 11.1.3 *The teacher, upon written request and with the approval of the Chief Superintendent or designate, may return to duties prior to the expiration of the six (6) calendar weeks following the actual date of delivery after providing a Division Medical Form indicating that resumption of work would not endanger the health of the teacher.*
- 11.1.4 *Upon the written request of the teacher, the Division shall grant, at no cost to the Division, an extension of such leave for the balance of the school year. The Division is under no obligation to reassign a teacher to staff except at the beginning of the school year following Maternity/Parental Leave.*
- 11.1.5 *The Division shall pay its portion of required group insurance premiums described in Article 7.1 during the Maternity Leave, inclusive of the health related portion.*
- 11.2 *Supplemental Employment Benefits (SEB) Plan*
- 11.2.1 *All teachers eligible for Maternity Leave and sick leave benefits will be covered by the Supplemental Employment Benefits Plan, hereinafter called "the Plan".*
- 11.2.2 *The Plan is to supplement Employment Insurance benefits (E.I. benefits) received by teachers for temporary unemployment caused by health related reasons relating to pregnancy during Maternity Leave. The Plan shall only be payable for days which the teacher would have worked had she not been absent on Maternity Leave.*
- 11.2.3 *Teachers shall prove that they have applied for and are in receipt of E.I. benefits and that they are incapable of working because of a condition related to the pregnancy in order to receive payment under the Plan.*
- 11.2.4 *The Plan is payable for a period during which a teacher is not in receipt of E.I. benefits if the only reason for non-receipt is the teacher is serving a two (2) week E.I. waiting period.*
- 11.2.5 *Teachers shall submit a Division Medical Form recommending absence from work because of a condition relating to her pregnancy.*
- 11.2.6 *The benefit level paid under the Plan is set at the equivalent of the teacher's regular salary and benefits.*
- 11.2.7 *The total amount of Plan benefits and E.I. benefits will not be greater nor less than the equivalent of the teacher's regular salary and benefits.*

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- 11.2.8 *A teacher who is not eligible for E.I. benefits shall be entitled to access sick leave for the duration of the health related portion of Maternity Leave.*
- 11.2.9 *The Plan will be paid for the duration of absence from duties for a health reason relating to pregnancy, during Maternity Leave up to a maximum of 13 weeks. The duration of absence shall be determined by a Division Medical Form from the teacher's physician or a midwife registered with the College of Midwives of Alberta. After ninety (90) consecutive calendar days of continuous absence due to medical disability, no further Plan payments shall be paid, and the Long Term Disability Plan shall take effect.*
- 11.2.10 *The Plan will be financed by the Division's general revenues.*
- 11.2.11 *Supplemental Employment Benefits payments will be identified and kept separately from the Division's payroll records.*
- 11.2.12 *Teachers do not have any right to the Plan payments except for supplementation of the E.I. benefits for the unemployment period specified in the Plan.*
- 11.2.13 *Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Plan.*
- 11.2.14 *Teaching days, designated as the health related portion of Maternity Leave, shall be considered for increment purposes.*
- 11.3 *Adoption Leave*
- 11.3.1 *A teacher is entitled to adoption leave for a period of up to fifty-two (52) calendar weeks. Adoption leave shall be at no cost to the Division.*
- 11.3.2 *The teacher shall give a minimum of six (6) calendar weeks' notice in writing, except where impracticable, of the day upon which the teacher intends to commence adoption leave.*
- 11.3.3 *Where both parents are teachers, the leave may be taken by either the father or mother or shared between them, with the total leave not to exceed fifty-two (52) consecutive weeks. The Division is not required to grant adoption leave to both parents at the same time.*
- 11.3.4 *During such leave, continuation of benefits shall be conditional upon the teacher paying the full cost of such plans.*
- 11.3.5 *Upon the written request of the teacher, the Division shall grant, at no cost to the Division, an extension of such leave for the balance of the school year.*
- 11.3.6 *Notwithstanding clause 14.12 in the first two (2) weeks of the leave a teacher may give two (2) days' notice to return to work and after the first*

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*two (2) weeks of leave, the teacher will provide a minimum of four (4) school weeks' notice in writing of the day upon which the teacher intends to return to work.*

11.3.7 *The Division will reinstate the teacher to the teaching position occupied when the adoption leave commenced or to an alternative teaching position of a comparable nature.*

#### 11.4 *Parental Leave*

*The Division shall grant, at no cost to the Division, Parental Leave of absence to a teacher as follows:*

11.4.1 *To a teacher entitled to Maternity Leave as per clauses 11.1.1 - 11.1.5, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of Maternity Leave.*

11.4.2 *To a teacher who is the father, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth.*

11.4.3 *Where both parents are teachers, the leave may be taken by either the father or mother or shared between them, with the total leave not to exceed thirty-seven (37) consecutive weeks. The Division is not required to grant parental leave to both parents at the same time.*

11.4.4 *The teacher shall give a minimum of six (6) calendar weeks' notice in writing, except where impracticable, of the day upon which the teacher intends to commence parental leave.*

11.4.5 *During such leave, continuation of benefits shall be conditional upon the teacher paying the full cost of such plans.*

11.4.6 *Upon the written request of the teacher, the Division shall grant, at no cost to the Division, an extension of such leave for the balance of the school year.*

11.4.7 *Notwithstanding clause 14.12, the teacher will provide a minimum of four (4) school weeks' notice in writing of the day upon which the teacher intends to return to work.*

11.4.8 *The Division will reinstate the teacher to the teaching position occupied when the parental leave commenced or to an alternative teaching position of a comparable nature.*

#### 11.5 *Benefits - Prepayment or Repayment of Premiums During Unpaid Portion of Leave (Effective as of February 14, 2018)*

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

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- 11.5.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the 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 twelve (12) months.*
- 11.5.3 *Notwithstanding Clause 11.5.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Division will continue paying the Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve (12) months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.5.4 *A teacher who commits to Clause 11.5.3 is responsible to repay the amount of the Division paid benefit premiums and shall reimburse the Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve (12) months following the teacher's return to duty.*
- 11.5.5 *If a teacher fails to return to his/her teaching duties, the teacher shall be responsible to forthwith repay the Division paid benefit premiums and shall reimburse the Division upon receipt of an invoice.*
- 11.5.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Division under Clause 11.5.3 the teacher is not eligible to reapply for additional consideration under Clause 11.5.3.*

**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 Article 11 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 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.*

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

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- 11.3.2 *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3 *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4 *The Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5 *The Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*
- 11.4 *Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave*
- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of a of parental leave.*
- 11.4.2 *11.4.2 Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the 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 Division will continue paying the 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 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 Division paid benefit premiums and shall reimburse the 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 Division paid benefit premiums and shall reimburse the 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 Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

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## 12. TEACHER, PERSONAL AND UNSPECIFIED LEAVES OF ABSENCE

### 12.1 *Teacher Leave*

- 12.1.1 *A teacher, upon application to the Chief Superintendent or designate, shall be granted one (1) day leave with pay during a school year. The cost of the Guest (Substitute) Teacher shall be paid by the Division.*
- 12.1.2 Effective September 1, 2018, a teacher shall be entitled to carry forward one (1) such day of Teacher Leave not previously used by the teacher, in which case, the teacher shall be entitled to a maximum of two (2) days of Teacher Leave in a given school year. If the teacher has used two (2) such days in any school year, the teacher will not be entitled to carry forward any other such days not used prior to that year.
- 12.1.3 In the event that a teacher has two (2) days of Teacher Leave available in a given school year, the second (2nd) day shall not be taken in conjunction with any other leave provision, including Teacher Leave.
- 12.1.4 The Teacher Leave day(s) with pay will not be granted:
- 12.1.4.1 on Faith Day;
  - 12.1.4.2 on Professional Development days;
  - 12.1.4.3 on Parent/Teacher days;
  - 12.1.4.4 on Division Teacher Organization days;
  - 12.1.4.5 on School Special Event days, and
  - 12.1.4.6 to extend any holiday period, i.e., Christmas Break, Spring/Easter and the Summer Break.
- 12.1.5 The Division may limit the number of teachers granted one (1) day leave with pay on any given day so as not to have any negative effect on Division operations.
- 12.1.6 This clause is applicable to all teachers, including teachers who are in receipt of a salary Allowance, as set forth in Article 4.

### 12.2 Personal Leave

At the sole discretion of the Chief Superintendent or designate, a leave of absence may be granted to a teacher for any period of time, for any reason that the Chief Superintendent or designate considers sufficient on the basis that the following amounts will be deducted from the teacher's salary:

- 12.2.1 during the first five (5) consecutive days thereof, teachers will be charged at:

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12.2.1.1 for the first day, the current Guest (Substitute) Teacher rate as per clause 5.1, and

12.2.1.2 for days two (2) to five (5) inclusive, seventy-five (75%) percent of the teacher's daily salary plus

12.2.2 one two-hundredth (1/200th) of the teacher's annual salary for each day of such leave in excess of five (5) consecutive days. After twenty-one (21) calendar days of such leave, the teacher shall be responsible for the costs of benefits for the duration of the leave.

### 12.3 Unspecified Leave

12.3.1 A teacher, upon application, shall be granted one (1) day of unspecified leave during a school year. Each teacher shall be entitled to carry forward one (1) such day of unspecified leave not previously used by the teacher, in which case, the teacher shall be entitled to a maximum of two (2) days of unspecified leave in a given school year. If the teacher has used two (2) such days in any school year, the teacher will not be entitled to carry forward any other such days not used prior to that year.

12.3.2 The teacher shall be charged the current Guest (Substitute) Teacher rate for each day of unspecified leave used.

## 13. ASSOCIATION LEAVE AND SECONDMENT (effective as of February 14, 2018)

13.1 *A teacher shall be granted leave of absence with pay provided the Division is reimbursed by the Association for the actual costs of the substitute, including the 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 Chief Superintendent or designate, the 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 Division. The Association will reimburse the 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 the Provincial Executive Council or as the President of Association Local #55, 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 Division, the teacher, and the Association and is at no cost to the Division.*

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- 13.3.1 *A teacher who is elected president of the Association Local #55 or to the Provincial Executive Council shall be granted at least a 0.5 FTE release/secondment leave with salary and benefits in accordance with Article 13.3.2.*
- 13.3.2 *During such secondment, the 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 Division for all payments made by the Division to the teacher or on his/her behalf while on secondment under this clause.*

## 14. OTHER LEAVES

### 14.1 *Compassionate Leave*

- 14.1.1 *A teacher attending the funeral or memorial service of a near relative may be granted up to five (5) days leave of absence with pay. If the teacher does not attend the funeral or memorial service, reasonable leave with pay may be granted by the Chief Superintendent or designate. Additional leave may be granted when, at the discretion of the Chief Superintendent or designate, circumstances warrant it.*
- 14.1.2 *A Funeral Service is a service held to memorialize a deceased person with their body present. A Memorial Service is a service held to memorialize a deceased person with their body not present. If a burial occurs prior to the service for a loved one, the service is considered a Memorial Service.*

### 14.2 Family Critical Illness and Emergency Leave

In the event of critical illness of a near relative or other family emergency, a teacher shall be granted a maximum of five (5) days leave of absence with pay. For the purposes of this clause, a family emergency shall be defined as an emergency where the presence of the teacher is required. Additional leave may be granted, when at the discretion of the Chief Superintendent or designate, circumstances warrant it.

### 14.3 Near Relative

For purposes of clauses 14.1 and 14.2, "near relative" shall be defined as the spouse of the teacher and the grandparents, parents, brothers, sisters, children, and grandchildren (and their respective spouses) of the teacher and of the teacher's spouse and other persons at the discretion of the Chief Superintendent or designate.

### 14.4 University Examinations

The Division shall grant a leave of absence with pay to a teacher when the leave is required for the purpose of writing examinations related to certification or professional qualification of the teacher.

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14.5 Paternal Leave

A husband shall be granted two (2) days leave with pay at any time within the two (2) week period following the birth of the teacher's baby.

14.6 Jury Duty

A teacher shall be granted by the Division such time as is required for jury duty. The teacher shall present proof of service and will return to the Division such fees as are paid to her/him by the court for jury duty appearances.

14.7 Court Appearances

A teacher shall be granted by the Division such time as is required for appearance as a subpoenaed witness provided that the matter for which the teacher is required to testify is not against the Division or in an action commenced by the teacher for financial gain. The teacher shall present proof of service and will return to the Division such fees as are paid to her/him by the court for such appearances.

14.8 Adoption Leave (Leave for Child's Arrival)

A teacher shall be granted leave with pay for adoption purposes as follows:

One (1) day within the city, and

Two (2) days out of the city.

Effective first of the month following the date of ratification of the 2018-2020 local Memorandum of Agreement, a teacher shall be granted two (2) days' leave with pay for adoption purposes.

14.9 Leave

14.9.1 The Division may, upon application, grant a leave of absence for up to one (1) year without pay to a teacher:

- a) in the case of circumstances attested to by a qualified medical practitioner, or
- b) if the teacher attends a university for undergraduate or postgraduate work; and the determination of granting of such leave will follow traditional practice, or
- c) for any other reason, the Division may deem justifiable.

14.9.2 When leave granted under this clause exceeds twenty-one (21) calendar days, the teacher will be responsible for the costs of benefits for the duration of the leave.

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14.9.3 A teacher granted leave of absence under this clause shall retain his seniority and equivalent position as a teacher with the Division for the duration of the leave.

14.9.4 A teacher returning from a leave of absence shall submit a medical certificate if requested by the Division.

#### 14.10 Child Rearing

14.10.1 The Division may, upon application, grant a leave of absence for up to one (1) year without pay to a teacher for the purpose of child rearing.

- a) to care for the teacher's own dependent child.
- b) the teacher shall apply for the leave three (3) school months in advance of the leave.
- c) unless mutually agreed, the teacher shall only return from child rearing leave at the beginning of the school year.
- d) leave taken for the purpose of child rearing shall not be considered teaching experience for the purpose of granting a salary increment.
- e) a teacher granted leave of absence under this clause shall retain seniority and equivalent position as a teacher with the Division for the duration of the leave.

14.10.2 This leave, when combined with any other leave provision, will not exceed twenty-four (24) months. When a leave granted under this clause exceeds twenty-one (21) calendar days, the teacher will be responsible for the cost of benefits for the duration of the leave.

14.10.3 The Division may approve leave in excess of twenty-four (24) months, where necessary, to facilitate the teacher returning at the beginning of the school year in accordance with clause 14.10.1(c).

14.11 *Time spent on leave of absence by a teacher pursuant to the provisions of Article 11, clause 12.2, clause 12.3, clause 14.9, and clause 14.10 shall not be included as "days of teaching" under clause 3.3, except that where leave is given under clause 12.2, application of this section is at the discretion of the Chief Superintendent or designate.*

14.12 Teachers on leave for a period of six (6) months or more shall give the Division notice of intention to return to active employment at least four (4) school months in advance of termination of such leave of absence.

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## 15. CENTRAL GRIEVANCE PROCEDURE

### 15.1 Application

15.1.1 *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 Definitions

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

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

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

### 15.3 Procedure

15.3.1 *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.*

15.3.2 *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.*

15.3.3 *The written notice shall contain the following:*

- a) *A statement of the facts giving rise to the difference,*

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- 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.*

15.3.4 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this Article, the months of July and August shall not be included in the computation of the thirty (30) operational days.*

15.3.5 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the Division affected by the difference may be invited to participate in the discussion about the difference.*

15.3.6 *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 Division, and any affected teacher or teachers.*

15.3.7 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days of the meeting.*

#### 15.4 *Arbitration*

15.4.1 (a) *Each party shall appoint one (1) 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 (2) members so appointed shall, within fifteen (15) operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

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

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- 15.4.2 *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.*
- 15.4.3 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *The Division rectify any failure to comply with the Collective Agreement.*
  - b) *The 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.*
- 15.4.4 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
  - b) *The Division.*
  - c) *Teachers covered by the Collective Agreement who are affected by the award.*
- 15.4.5 *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*

## **15. CENTRAL GRIEVANCE PROCEDURE (*Effective May 1, 2019*)**

15.1 *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.*

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- 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 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

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*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 Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the 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 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 Jurisdiction rectify any failure to comply with the Collective Agreement;*
- b) An affected School Jurisdiction 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.*

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

- a) *TEBA and the Association.*
- b) *Any affected school jurisdiction.*
- 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 Grievance Steps**

16.1.1 Any difference between the parties concerning the interpretation, application, operation or alleged violation of this Collective Agreement, shall be dealt with as follows:

#### **16.1.2 Step 1:**

Such difference, hereinafter called a "grievance", shall be submitted by the Association, or by the Association on behalf of the teacher concerned in writing, within forty-five (45) teaching days of its occurrence or from the date on which the Association or the teacher ought to reasonably have become aware of its occurrence. The grievance shall set out the nature of the grievance and the circumstances out of which it arose, the clause(s) of this Agreement, which allegedly has/have been violated, and the remedy being sought. The grievance shall be presented to the Chief Superintendent or designate.

The Chief Superintendent or designate shall review the grievance and communicate the decision of the Division, in writing, within fifteen (15) teaching days of receipt of the grievance.

#### **16.1.3 Step 2:**

In the event that the decision of the Chief Superintendent or designate fails to satisfactorily resolve the grievance, the Association must, within fifteen (15) teaching days of the receipt of the written decision of the Chief Superintendent or designate, give notice in writing to the Chief Superintendent or designate of the intent to present the grievance to the Division's Grievance Committee. The Chief Superintendent or designate shall convene a meeting of the Division's Grievance Committee within

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twenty (20) teaching days of the receipt of the letter to present the grievance to the Division's Grievance Committee.

The Division's Grievance Committee shall hear the grievance. The teacher and/or the Association representative shall be given the opportunity to present their grievance to the Division's Grievance Committee. The Division's Grievance Committee shall provide its decision in writing to the Association within ten (10) teaching days of the hearing.

#### 16.1.4 Step 3:

If the grievance is not resolved satisfactorily at Step 2, either of the parties may notify the other party in writing of its desire to submit the grievance to Arbitration. Such written notice will occur within sixty (60) calendar days following the conclusion of Step 2.

The parties will mutually agree upon a single arbitrator or, if by mutual consent, to a Board of Arbitration consisting of three arbitrators. If the parties are unable to agree on an arbitrator within sixty (60) calendar days of the receipt of notification provided, they shall immediately request the Director of Mediation to appoint a Chairperson.

The above-mentioned time limits may be extended by mutual agreement of the parties in writing.

Should the Division have a grievance, the above-mentioned procedure will be followed replacing 'Division' with 'The Association'.

#### 16.2 No Work Stoppage

All differences between the parties shall be settled without stoppage of work or refusal to perform work.

#### 16.3 Failure to Process

The purpose of the grievance procedure is to ensure that any grievance is processed in an expeditious manner; therefore, compliance of the provisions and time limits is mandatory. If the Division fails to comply with the provisions or time limits, the grievance may be processed to the next Step. If the party advancing the grievance fails to comply with the provisions or time limits, the grievance shall be considered abandoned.

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This Agreement dated the \_\_\_ day of \_\_\_\_\_, 2020.

IN WITNESS WHEREOF the parties hereto have caused this Collective Agreement to be executed by their respective officers, duly authorized hereunto, the day and the year first above written.

THE BOARD OF TRUSTEES OF THE  
THE CALGARY ROMAN CATHOLIC  
SEPARATE SCHOOL DIVISION

CALGARY SEPARATE SCHOOL  
LOCAL OF THE ALBERTA  
TEACHERS' ASSOCIATION

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
President

\_\_\_\_\_  
Director, Employee & Labour Relations

\_\_\_\_\_  
Coordinator, Teacher Welfare  
The Alberta Teachers' Association

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

1. Scope

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

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

2. Structure

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

3. Process

- a) Where the Association, TEBA, or a School Jurisdiction 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.*

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

1. Scope

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

2. Process

*a) The parties shall first raise the difference at a meeting of the Association and TEBA Transition Committee prior to initiating this process.*

*b) The difference shall be referred to one of the following arbitrators:*

*i. Mark Asbell*

*ii. David Jones*

*iii. Lyle Kanee*

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

*c) The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.*

*d) Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.*

*e) The arbitrator will first endeavour to assist the parties in mediating a resolution.*

*f) If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.*

*g) As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.*

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- 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 Jurisdictions have been ratified.*

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

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

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

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

*School jurisdictions 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.*

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**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.*

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**New Letter of Understanding #5: Wellness Spending Account**

*Where WSAs exist, the WSA may be used for:*

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

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

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

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**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.*

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**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.*

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**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 jurisdictions 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 jurisdictions, 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 jurisdictions and Association bargaining units.*
- 3. The pilot project may be ended early with mutual agreement of the school jurisdiction and related Association bargaining unit.*
- 4. Each participating school jurisdiction and related Association bargaining unit will strike a project steering committee with equal representation from each party. At the discretion of the school jurisdiction, 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.*

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**Letter of Understanding #9: Professional Development**

The Division and the Association shall establish a joint committee of six (6) members, three (3) appointed by the Association Local #55 (one of whom shall be the Professional Development Chair) and three (3) appointed by the Division, for the purposes of determining a mechanism for dispersing under-spent funds from clause 9.2 Sabbatical Leave and clause 9.4 Professional Improvement Fund. The joint committee shall report to the negotiating committees of the Division and Association Local #55, by June 15, 2020.

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