

# **COLLECTIVE AGREEMENT**

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

**BETWEEN**

**THE CHRIST THE REDEEMER CATHOLIC  
SEPARATE SCHOOL DIVISION**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2020 to AUGUST 31, 2024**



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This Collective Agreement between

The Christ The Redeemer Catholic Separate School Division

(hereinafter referred to as the “**Employer**”)

Party of the first part

and

The Alberta Teachers’ Association,

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

(hereinafter referred to as the “**Association**”)

Party of the second part

is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**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.*

*Effective June 10, 2022, **WHEREAS** the Teachers’ Employer Bargaining Association (TEBA) and the Association recognize the value of harmonious and mutually beneficial relationships in the conduct of teacher collective bargaining.*

**WHEREAS** this Collective Agreement will affirm the spiritual, professional, and individual dignity of each and every employee; and

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

**WHEREAS** the parties desire that these matters be set forth in a Collective Agreement to govern terms of employment of the teachers:

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

## **1. APPLICATION / SCOPE**

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

### **1.2. Excluded Positions**

**1.2.1. Superintendent**

1.2.2. Deputy Superintendent

1.2.3. Associate Superintendent

1.2.4. Central Office Personnel

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

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

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

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

**1.5. Role of TEBA**

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

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

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

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

1.7. *Implementation of this Collective Agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*

- 1.8. *This Collective Agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9. *This Collective Agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10. *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, 2020, to August 31, 2024. Unless stated otherwise, this Collective Agreement shall continue in full force and effect through August 31, 2024.*

### **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 an Employer 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.*

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

## **2.7. Opening with Mutual Agreement**

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

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

## **2.8. Provision of Information (Effective until June 9, 2022)**

**2.8.1.** *As the Association is the bargaining agent for the teachers employed by the Employer. The Employer shall provide to the Association at least twice each year,*

*no later than October 31<sup>st</sup> and March 31<sup>st</sup>, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*

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

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

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

**2.8.2.3.** *Most recent Employer financial statement;*

**2.8.2.4.** *Total benefit premium cost;*

**2.8.2.5.** *Total substitute teacher cost; and,*

**2.8.2.6.** *Total allowances cost.*

**2.8. Provision of Information** (Effective June 10, 2022)

**2.8.1.** *As the Association is the bargaining agent for the teachers employed by each Employer, each Employer shall provide to the Association at least twice each year no later than October 31<sup>st</sup> and May 31<sup>st</sup>, a common report, in a format established by TEBA, with a list of Employer employees who are members of the Association and include the following items for each teacher:*

**2.8.1.1.** *Name;*

**2.8.1.2.** *Certificate number;*

**2.8.1.3.** *Home address;*

**2.8.1.4.** *Personal home phone number;*

**2.8.1.5.** *The name of their school or other location where employed;*

**2.8.1.6.** *Contract type;*

**2.8.1.7.** *Full time equivalency (FTE); and,*

**2.8.1.8. Salary grid placement.**

*Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five (5) months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*

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

**2.8.2.1.** *HSA / WSA / RRSP utilization rates;*

**2.8.2.2.** *Most recent Employer financial statements;*

**2.8.2.3.** *Total benefit premium cost;*

**2.8.2.4.** *Total substitute teacher cost;*

**2.8.2.5.** *Total principal / vice-principal / assistant principal allowance cost;*

**2.8.2.6.** *Total other allowance cost; and,*

**2.8.2.7.** *Notwithstanding the timeline set out in clause 2.8.2, the full-time assignable hours for a typical full-time teacher for each school shall be provided no later than October 31<sup>st</sup>.*

### **3. SALARY**

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

**3.1.1.** *The monthly salary for each teacher shall be one twelfth (1/12<sup>th</sup>) part of the appropriate annual salary.*

**3.1.1.1.** *Teachers shall be paid on the 25<sup>th</sup> day of each month, including July and August, or the last teaching day of the month, whichever comes first.*

**3.1.2.** *All payments to a teacher not previously specified shall require the teacher to notify the Teacher Welfare Committee (TWC) by letter of the payment(s).*

#### **3.2. Grid**

**3.2.1.** *All sums outlined in this Article are “per annum” unless specifically stated otherwise.*

**3.2.2.** *The amount of university education and length of teacher experience computed as hereinafter provided shall together determine the basic salary rate for each*



teacher contracted by the Employer. The minimum salary, maximum salary, and increments for each year of teaching experience are calculated as follows:

**3.2.2.1. Effective until June 9, 2022**

<b>Years of Teacher Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	59,062	62,293	66,167
<b>1</b>	62,543	65,779	69,652
<b>2</b>	66,035	69,264	73,138
<b>3</b>	69,517	72,750	76,624
<b>4</b>	72,999	76,235	80,107
<b>5</b>	76,489	79,720	83,593
<b>6</b>	79,974	83,206	87,082
<b>7</b>	83,458	86,688	90,563
<b>8</b>	86,945	90,179	94,050
<b>9</b>	90,429	93,662	97,533
<b>10</b>	93,914	97,148	101,020

**3.2.2.2. Effective June 10, 2022, 0.50% Increase**

<b>Years of Teacher Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	59,357	62,604	66,498
<b>1</b>	62,856	66,108	70,000
<b>2</b>	66,365	69,610	73,504
<b>3</b>	69,865	73,114	77,007
<b>4</b>	73,364	76,616	80,508
<b>5</b>	76,871	80,119	84,011
<b>6</b>	80,374	83,622	87,517
<b>7</b>	83,875	87,121	91,016
<b>8</b>	87,380	90,630	94,520
<b>9</b>	90,881	94,130	98,021
<b>10</b>	94,384	97,634	101,525

*\*Salary adjustments also apply to Allowances and daily rates of Substitute Teachers.*

**3.2.2.3. Effective September 1, 2022, 1.25% Increase**

<b>Years of Teacher Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	60,099	63,387	67,329
1	63,642	66,934	70,875
2	67,195	70,480	74,423
3	70,738	74,028	77,970
4	74,281	77,574	81,514
5	77,832	81,120	85,061
6	81,379	84,667	88,611
7	84,923	88,210	92,154
8	88,472	91,763	95,702
9	92,017	95,307	99,246
10	95,564	98,854	102,794

*\*Salary adjustments also apply to Allowances and daily rates of Substitute Teachers.*

**3.2.2.4. Effective September 1, 2023, 2.00% Increase**

<b>Years of Teacher Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	61,301	64,655	68,676
1	64,915	68,273	72,293
2	68,539	71,890	75,911
3	72,153	75,509	79,529
4	75,767	79,125	83,144
5	79,389	82,742	86,762
6	83,007	86,360	90,383
7	86,621	89,974	93,997
8	90,241	93,598	97,616
9	93,857	97,213	101,231
10	97,475	100,831	104,850

*\*Salary adjustments also apply to Allowances and daily rates of Substitute Teachers.*

**3.3. Education**

**3.3.1.** *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications*

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

**3.3.2.** *The adjustment dates for increased teacher's education shall be September 1<sup>st</sup>, and February 1<sup>st</sup>.*

**3.3.3.** *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four (4) years education.*

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

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

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

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

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

### **3.4. Experience**

*Teachers shall:*

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

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

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

*Prior Experience*

- 3.4.6.** *The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this article.*
- a)** *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero (0) years of experience on the salary grid.*
  - b)** *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
  - c)** *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7.** *The Employer shall recognize prior teaching experience as if it were earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8.** *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*
- a)** *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b)** *The position held while earning the experience was one that required a valid teaching certificate; and,*

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

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

*Effective until June 9, 2022*

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

*Effective June 10, 2022, repeal and replace 3.4.10*

**3.4.10.** *Clauses 3.4.6 through 3.4.9 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

**3.5. Special Considerations for Other Education and Experience [i.e., Vocational / Career and Technology Studies (CTS)]**

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

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

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

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

*Effective until August 31, 2022*

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

Effective September 1, 2022

**3.5.3.** After the evaluation in clause 3.5.1 has concluded, the Employer shall recognize additional experience and / or education, up to the maximum provided in the applicable category.

**3.6. Other Rates of Pay**

**3.6.1. Vacation Service:** A teacher who agrees to render service during the summer vacation period, at the written request of the superintendent, shall be paid 1/200<sup>th</sup> of the teacher’s total annual salary (less any allowance) for each full day of work, or 1/400<sup>th</sup> (less any allowance) of the teacher’s total annual salary for each half day of work. Teachers agreeing to teach summer school shall be paid 1/200<sup>th</sup> of the teacher’s total annual salary (less any allowances) for each day of summer school they teach. This clause applies to teachers in receipt of an administrators allowance only when they are asked to do work outside of their role as a school administrator.

**3.6.2. Service Outside of the School Calendar:** Where a teacher not in receipt of an allowance under the Collective Agreement is directed in writing by the superintendent or designate to provide service to the Employer which is outside of the school calendar established by the Employer, that teacher shall be compensated at a rate of 1/200<sup>th</sup> of the teacher’s annual salary for each full day of service or 1/400<sup>th</sup> of the teacher’s annual salary where the service provided each day is for four (4) hours or less.

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

**4.1. Administration Allowances**

**4.1.1. Principal Allowances:** In addition to salary as a teacher, Principals shall be paid an administrative allowance per annum based on the number of pupils enrolled in the principal’s school in accordance with the following schedule:

Number of Pupils	Effective until June 9, 2022	Effective June 10, 2022, 0.50% Increase	Effective September 1, 2022, 1.25% Increase	Effective September 1, 2023, 2.0% Increase
1 to 200 pupils	\$75.68	\$76.06	\$77.01	\$78.55
201 to 300 pupils	\$61.10	\$61.41	\$62.18	\$63.42
301 to 400 pupils	\$41.85	\$42.06	\$42.59	\$43.44
401 to 500 pupils	\$23.69	\$23.81	\$24.11	\$24.59
501 to 1000 pupils	\$13.81	\$13.88	\$14.05	\$14.33
Over 1000 pupils	\$10.63	\$10.68	\$10.81	\$11.03

Notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.

The student count for a school year is that reported to the Department of Learning for September 30<sup>th</sup> of that school year. A kindergarten student is to be counted as zero point five (0.5) of a student.

**4.1.2. Vice-principal Allowance:** Each vice-principal shall receive fifty per cent (50%) per cent of the principal's allowance.

**4.1.2.1.** Notwithstanding clause 4.1.2, no vice-principal shall receive an annual allowance per annum of less than \$8,558.

**4.1.2.2.** The minimum allowance for vice-principal will be adjusted in accordance with current proportionality to the principal allowance.

**4.1.3. Consultant Allowance:** In addition to salary as a teacher, a consultant shall be paid an allowance of three per cent (3%) of the teacher's placement on Basic Salary Grid.

**4.1.4. Team Leader Allowance:** When the Employer chooses to appoint Team Leaders and the teacher accepts, the person shall be appointed for one (1) year, with the provision for reappointment by mutual consent. The Team Leader shall be paid an allowance as per the table below. This allowance shall be provided in two (2) equal installments payable in December and June along with the payment of regular salary. Should two (2) teachers wish to split the duties of a Team Leader, and should the superintendent approve, the teachers will split a prorated share of the allowance.

	Effective until June 9, 2022	Effective June 10, 2022, 0.50% Increase	Effective September 1, 2022, 1.25% Increase	Effective September 1, 2023, 2.0% Increase
<b>Team Leader Allowance</b>	\$ 1,890	\$ 1,899	\$ 1,923	\$ 1,962

## 4.2. Red Circling

**4.2.1.** In the event that the Employer requires a principal or a vice-principal to transfer to another principal or vice-principal position and such transfer results in an administrative allowance that is less than the allowance that the principal or vice-principal currently receives, the Employer will maintain the higher allowance payment for three (3) full school years.

## 4.3. Acting / Surrogate Administrators – Compensation

**4.3.1.** When in the absence of the principal the vice-principal acts in place of the principal for a period of three (3) or more consecutive school days, the vice

principal shall be designated as acting principal effective the third (3) consecutive day and from that date shall be paid as principal for the duration of the designation.

**4.3.2.** In the absence of all designated administrators, a teacher shall be designated as acting principal and shall be paid fifty per cent (50%) of the principal's daily allowance on the first and subsequent consecutive school days of the designation, with payment to be made each month.

**4.3.3.** Acting administrators will access substitutes, when needed, which will be paid for by the Employer.

#### **4.4. Teachers with Principal and Assistant / Vice-Principal Designations**

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

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

**4.4.3.** *Effective September 1, 2023, a teacher designated as an assistant or vice-principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

**4.4.4.** *Any current assistant or vice-principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2023, may continue under the term contract until the total number of years designated as an assistant or vice-principal is five (5) years. When the total length of the assistant's or vice principal's designation will be five (5) years between September 1, 2023 and January 1, 2024, the Employer must decide by January 1, 2024, whether or not the designation will continue in the 2023-2024 school year, and if it continues, it is deemed to be a continuing designation.*

**4.4.5.** *For any current assistant or vice principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2023, the Employer extend the temporary contract for one (1) additional year and must decide by January 1, 2024, whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the*



*conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

#### **4.5. Administrator's Summer Schedule**

**4.5.1.** Any teacher in receipt of an administrative allowance shall accept the responsibility of having their school operational on the commencement day of each year and closed before summer break. Administrators can develop, with their leadership teams, a flexible schedule for their own presence at the school. Such plans shall be shared with the superintendent / designate. The Employer expects that the site-based administrators will ensure that they have vacation time and are not expected to be on call throughout the summer.

**4.5.2.** Notwithstanding this clause, it is understood by both parties that the school administration may be contacted throughout the year for extenuating circumstances.

### **5. SUBSTITUTE TEACHERS**

#### **5.1. Rates of Pay**

**5.1.1.** *A substitute teacher means a teacher employed on a day-to-day basis.*

#### **5.1.2. Full Day Rate**

**5.1.2.1.** *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be \$200.00 plus six per cent (6%) vacation pay of \$12.00 for a total of \$212.00.*

**5.1.2.2.** *Effective June 10, 2022 (0.50% Increase), the substitute teachers' daily rates of pay will be \$201.00 plus six per cent (6%) vacation pay of \$12.06 for a total of \$213.06.*

**5.1.2.3.** *Effective September 1, 2022 (1.25% Increase), the substitute teachers' daily rates of pay will be \$215.73 plus two per cent (2%) in lieu of benefits, \$4.31 for a total of \$220.04.*

**5.1.2.4.** *Effective September 1, 2023 (2.00% Increase), the substitute teachers' daily rates of pay will be \$220.04 plus two per cent (2%) in lieu of benefits, \$4.40 for a total of \$224.44.*

**5.1.3.** *The half-day rate for substitute teaching shall be fifty per cent (50%) of the daily rate in clause 5.1.2.*

**5.1.4.** *Effective September 1, 2022, substitute teachers shall be paid an additional compensation of 2% of the daily rate over daily rate set out in clause 5.1 in lieu of benefits.*

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

**5.2.1.** *Substitute teachers shall be paid 1/200<sup>th</sup> of their grid position effective the third consecutive day in the same assignment.*

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

## **5.3. Substitute Teacher Cancellation**

**5.3.1.** Other than for reasons of school closure or inclement weather, when a substitute teacher has accepted employment, such employment shall not be cancelled after 5:00 p.m. the day before the assignment. In the case that the substitute teacher is no longer needed, but they arrive at the school, they have the option to voluntarily go home without remuneration, or they accept that the assignment may change from the original booking but will be at the same school site.

## **5.4. Other Substitute Teacher Conditions**

**5.4.1.** When a substitute teacher is hired, they shall follow the schedule, including any unassigned time and supervision of the teacher they are booked to replace, except where the substitute teacher is replacing an administrator.

**5.4.2.** Notwithstanding, a substitute teacher shall not be assigned morning supervision on the first day of the assignment.

**5.4.3.** In the event of an unfilled absence and the Employer has made attempts to fill the absence, the school administration is permitted to assign duties to the substitute teacher.

**5.4.4.** Notwithstanding this clause, the school administration may reassign duties to the substitute teacher.

**5.4.5.** All substitute teachers shall have access to unpaid professional development days where applicable and available. If substitutes are requested to attend, they shall be paid the appropriate substitute rate.

**5.4.6.** Reasonable efforts will be made for certificated substitute teachers to be requested for teacher absences.

## **6. PART TIME TEACHERS**

**6.1. FTE Definition:** *Part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*

### **6.2. Part-time Teachers Salaries**

**6.2.1.** *A teacher who is employed to teach on a part-time basis for the full year or a portion thereof shall be paid for that fraction of the annual salary entitlement which corresponds to the fraction of time taught.*

### **6.3. Part-time Teachers Benefits and Proration**

**6.3.1.** *The Employer's share of the cost of premiums for part-time teachers, teaching less than (0.6) FTE who are eligible, shall be paid in accordance with clause 7.1.2 on a prorated basis.*

### **6.4. Contiguous Assignment**

**6.4.1.** *Administrators will endeavour to create a schedule for a part-time teacher that is contiguous, where reasonably practicable.*

## **7. GROUP BENEFITS**

*Effective September 1, 2022 all references to "Alberta Health Care Premiums" in collective agreements to be removed.*

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

**7.1.1.** *The Employer shall effect and maintain:*

*Alberta School Employee Benefit Plan (A.S.E.B.P.) providing*

**7.1.1.1.** *Life, Accidental Death, and Dismemberment - Plan 2*

**7.1.1.2.** *Extended Disability Benefits - Plan D*

**7.1.1.3.** *Extended Health Care - Plan 1*

**7.1.1.4.** *Dental Care - Plan 3*

**7.1.1.5.** *Vision Care - Plan 3*

*Applicable to and for the benefit of teachers in its employ, according to the provisions of the plans.*

**7.1.2.** *The Employer shall pay one hundred per cent (100%) of each teacher's premiums for the Extended Disability Benefit (Plan D) and the Life, Accidental Death, and Dismemberment portions of the A.S.E.B.P.*

**7.1.3.** *The Employer shall also pay one hundred per cent (100%) of each teacher's premiums for the Extended Health Care (Plan 1), Dental Care (Plan 3), and Vision Care (Plan 3) of the A.S.E.B.P.*

## **7.2. Group Benefits Eligibility**

**7.2.1.** *All teachers shall be members of A.S.E.B.P. Extended Disability Benefits Plan D, and Life, Accidental Death, and Dismemberment - Schedule 2 as defined in clause 7.1.1.1 above.*

**7.2.2.** *It is understood that participation in A.S.E.B.P. Extended Health Care Plan 1, Dental Care Plan 3 and Vision Care Plan 3 is not a condition of employment.*

## **7.3. Health Spending Account (HSA) / Wellness Spending Account (WSA)**

**7.3.1.** *An HSA / WSA of \$60.41667 per month per teacher on a full-time equivalency basis will be established.*

*The Employer agrees to contribute for each school year an amount equal to \$725.00 in twelve (12) monthly installments, to an account for the benefit of each eligible teacher and their dependent(s) which, at the annual option of the teacher, may be used for either or both of the Health Spending and Wellness Spending purposes. Part-time employees, as per clause 6.3.1 shall be eligible on a pro-rata basis. The plan shall be administered by A.S.E.B.P. in accordance with Canada Revenue Agency and the Income Tax Act of Canada.*

*Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.*

## **7.4. Other Group Benefits**

**7.4.1.** *It is understood that any rebates of Employment Insurance Commission Employer premiums shall be retained by the Employer.*

**7.4.2.** *Employer contributions under clauses 7.1.2 and 7.1.3 will be applied in the following order:*

**7.4.2.1.** *Extended Health Care*

**7.4.2.2.** *Dental Care*

**7.4.2.3.** *Extended Disability*

7.4.2.4. Vision Care

7.4.2.5. Life, Accidental Death, and Dismemberment

## **8. CONDITIONS OF PRACTICE**

### **8.1. Teacher Instructional and Assignable Time**

8.1.1. *Effective until August 31, 2022, teacher instructional time will be capped at 907 hours per school year commencing the 2017-2018 school year.*

8.1.1. *Effective September 1, 2022, teacher instructional time will be capped at 916 hours per school year commencing the 2022-2023 school year.*

8.1.2. *Teacher assignable time will be capped at 1200 hours per school year.*

### **8.2. Assignable Time Definition**

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

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

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

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

**8.2.3.** *Time spent traveling to and from professional development opportunities identified in clause 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. Duty Free Lunch**

*The Employer will provide each teacher assigned work for five (5) hours or longer a thirty (30) minute rest period during each five (5) hours worked.*

**8.3.1.** *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two (2) periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the Employer.*

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

**8.3.3.** *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. Other Conditions of Practice**

**8.4.1.** *In recognition of the time factor involved in Parent-Teacher interviews, the Employer grants teachers one instructional day in lieu of the aforementioned interviews free of all duties*

**8.4.2.** *Extracurricular is voluntary.*

## **9. PROFESSIONAL DEVELOPMENT**

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

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

## **9.2. Professional Development Fund**

- 9.2.1. The Employer shall provide to the Association Local \$200 per full-time equivalent teacher (FTE count as of September 30<sup>th</sup>) per school year to enable it to financially support teachers wishing to pursue professional development activities related to their individual professional growth plan, provided that no individual teacher is absent from their teaching duties for more than one (1) day per school year. The Employer shall pay substitute teacher costs for such absences. Application to attend will be with the consent of the principal and granted if operational circumstances permit (but in any event, such absences shall not conflict with parent-teacher interviews or Faith Days), and funds are to be administered by the Association local. The Association local may, at its sole discretion, use monies to also support teachers attending professional development activities outside of normal working hours (i.e. evening, weekends and vacation periods).
- 9.2.2. **Principals:** Upon approval of the superintendent, principals will have access to \$500 per school year for professional development opportunities. Any unused portion of the \$500 not used during the first school year may be carried forward to the second school year, after which any remaining funds unused will expire.
- 9.2.3. **Vice-Principals:** Upon approval of the superintendent, each vice-principal will have access to \$250 per school year for professional development opportunities. Any unused portion of the \$250 not used during the first school year may be carried forward to the second school year, after which any remaining funds unused will expire.
- 9.2.4. The Association Local shall provide the Employer with detailed quarterly and annual reporting on how the funds are being used. The format and content of the report will be mutually agreeable to the Association Local and the Employer, however, shall include specifics as to how the funds are being used and for what purpose

## **9.3. Sabbatical Leave**

- 9.3.1. *Sabbatical leave shall mean any long-term leave of absence granted to a teacher for professional development through study.*

- 9.3.2.** *Sabbatical leave may be granted at the discretion of the Employer.*
- 9.3.3.** *The remuneration of a teacher granted sabbatical leave shall be fifty-five per cent (55%) of fourth year maximum, payable in ten (10) equal installments.*
- 9.3.4.** *Sabbatical leave for the duration of a semester or trimester may be granted by the Employer. Remuneration shall be calculated on a prorated basis.*
- 9.3.5.** *A teacher who is granted sabbatical leave shall give an undertaking in writing to return to their duties following the expiry of their leave and shall not resign or retire from teaching service other than by mutual agreement between the Employer and the teacher, for a period of at least two (2) years after resuming duties.*
- 9.3.6.** *Should a teacher, by mutual consent, resign or retire from the service of the Employer before completing their two (2) years service following such leave repayment of sabbatical leave salary shall be made to the Employer on a prorated basis.*

## **10. SICK LEAVE / MEDICAL CERTIFICATES AND REPORTING**

- 10.1.** *Sick leave benefits are sponsored by the Employer and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.*
- 10.2.** *In the first year of employment with the Employer, the teacher shall be entitled to twenty (20) days of sick leave per year, with entitlement being granted on the first day of employment. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*
- 10.2.1.** *During the second and subsequent years of service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness, or disability for ninety (90) calendar days.*
- 10.2.2.** *A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days subject to clause 10.2.4.*
- 10.2.3.** *For the purpose of this Collective Agreement, an interrupted illness for the same illness shall be counted as one illness. When a teacher has been absent, the Employer may request confirmation from the teacher's doctor that the absence is not due to an illness for which the teacher was previously absent. The Employer shall pay any reasonable costs for the information provided the teacher submits the receipt.*



**10.2.4.** *A teacher who is absent from duties on sick leave may be required, prior to returning to duties, to provide a certificate from a medical practitioner indicating the teacher is medically able to return to the teacher's assignment, provided there is no cost to the teacher.*

**10.2.5.** *Teachers on health-related absence during maternity leave shall accept Supplemental Employment Benefits described in the Maternity Leave article in lieu of sick leave provided the teacher is eligible for employment insurance benefits.*

**10.2.6.** *Provisions of the sick leave shall be suspended and the benefits of the A.S.E.B.P. extended disability shall apply where a teacher is so eligible for these A.S.E.B.P. benefits.*

**10.3.** *Before any payment is made under the foregoing provisions, the teacher shall provide a statement, in a form approved by the Employer, signed by the teacher declaring the absence was for the purpose described in clause 10.1.*

**10.4.** *The Employer may require a certificate from the teacher's attending medical or dental practitioner, prior to payment under the sick leave provisions, where the absence is for a period of more than three (3) days.*

**10.5.** *The Employer may require a certificate from a physician or dentist designated by the Employer attesting to the illness or disability claimed, prior to payment under the sick leave provisions, provided there is no cost to the teacher.*

**10.6.** *Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the A.S.E.B.P. Extended Disability Benefit Plan.*

**10.6.1.** *After ninety (90) continuous calendar days of illness or medical disability, no further salary shall be paid.*

**10.7.** *Provisions of this article shall not be applicable when a teacher is on leave without pay, or while on strike.*

**10.8.** *When a teacher leaves the employ of the Employer, all benefits contained under these provisions are cancelled.*

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

### **11.1. *Maternity Leave***

**11.1.1.** *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to*

*the estimated due date and no later than the actual date of the birth of the teacher's child.*

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

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

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

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

## **11.2. Parental Leave**

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

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

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

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

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

**11.2.6.** *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the Employer may grant but is not required to grant parental leave to more than one (1) parent of the child at the same time.*

**11.3. Salary Payment and Benefit Premium**

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

**11.3.2.** *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*

**11.3.3.** *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*

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

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

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

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

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

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

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

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

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

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

**12.1.** *A teacher shall be granted a paid day of personal leave, for not more than one (1) day in any school year, except where circumstances put such leave in conflict with the interests of the school. A teacher shall submit a request to the superintendent or designate, through the teacher's principal or supervisor with two (2) weeks notice where possible when they want to utilize a personal leave day. Without the permission of the Employer this personal leave day shall not be used to extend a holiday period or a long weekend, any Parent-Teacher Interview Days or during scheduled professional development days.*

**12.2.** *A teacher shall be granted one (1) day of personal leave with pay less the cost of a substitute per school year except where circumstances put such leave in conflict with the interests of the school. A teacher shall submit a request to the superintendent or designate with two (2) weeks notice where possible when they want to utilize a personal leave day. This personal leave day shall not be used to extend a holiday period or a long weekend, any Parent-Teacher Interview Days or during scheduled professional development days without approval of the superintendent.*

**12.3.** *Teachers will be allowed to carry over one (1) personal leave day. At no time shall teachers have access to more than three (3) days of personal leave in any one (1) year, with a maximum of two (2) days being full pay and one (1) day at the cost of substitute pay.*

**12.4.** *Teachers can only use two (2) days consecutively.*

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

*Effective until August 31, 2022*

**13.1.** *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the*

*Employer portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

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

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

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

*Effective September 1, 2022*

**13.1.** *The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this article by providing advance notice when possible and committing to making best efforts in resolving challenges.*

**13.2.** *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

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

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

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

## **14. OTHER LEAVES**

**14.1.** *A temporary leave of absence with pay shall be granted whenever the teacher is absent, as follows:*

### **14.1.1. Critical Illness and Death Leave**

**14.1.1.1.** *Up to five (5) school days for the death, and five (5) school days for the critical illness, of a teacher's spouse, son or daughter, parent, brother, sister, or parent of spouse upon completion of the necessary absence forms.*

**14.1.1.2.** *Up to three (3) days for the death of a grandparent, grandchild, son-in-law or daughter-in-law, aunt, uncle, nephew, niece, if warranted.*

**14.1.1.3.** *Up to one (1) school day for the death of grandparent of spouse, brother-in-law, sister-in-law, or other relative who is a member of the teacher's household.*

**14.1.1.3.1.** *Upon ratification, up to three (3) school days for the death of grandparent of spouse, brother-in-law, sister-in-law, or other relative who is a member of the teacher's household.*

**14.1.1.4.** *In the event of the death of relatives listed in clause 14.1.1.2, additional leave with pay may be granted for travel at the superintendent's discretion.*

**14.1.1.5.** *Before payment is made under this article, the Employer may require a medical certificate stating that critical illness was the reason for the absence.*

#### **14.1.2. Convocation and Graduation Leave**

**14.1.2.1.** A teacher is entitled to a leave of absence with pay for one (1) day per school year for the teacher's own convocation, or the convocation or grade 12 graduation, of the teacher's spouse or child.

#### **14.1.3. Leave for Child's Arrival**

**14.1.3.1.** *For not more than two (2) days, paternity leave shall be granted for the birth of the teacher's own child to be used within one (1) week from the day of birth or within two (2) days from the date on which the mother or the child is released from hospital.*

#### **14.1.4. Jury Duty Leave**

**14.1.4.1.** *For jury duty or any summons related thereto, the teacher shall remit to the Employer any jury stipend set by the Court or other body.*

#### **14.1.5. Court Appearance Leave**

**14.1.5.1.** *To answer a subpoena or summons to attend as a witness in a court of law as a result of any action arising out of the teacher's employment, or to attend any court proceeding as a witness in a cause other than the teachers own. In this instance the teacher shall remit to the Employer any witness fee set by the Court or other body.*

#### **14.2. Family Medical Leave**

**14.2.1.** A teacher, upon notification to the superintendent or designate, may use up to two (2) days of available sick leave per school year to care for the teacher's sick child or other relative living in the teacher's household, providing that the other spouse is incapacitated or not available.

**14.2.2.** A teacher, upon notification to the superintendent or designate, may use up to three (3) days of leave per school year, with pay, to care for the teacher's sick child or other relative living in the teacher's household, or the teacher's parent, providing that the other spouse is incapacitated or not available.

#### **14.3. Discretionary Leave**

**14.3.1.** Additional leaves of absence with or without pay and with or without benefits may be granted to teachers for reasons accepted by the superintendent of Schools.

**14.3.2.** A teacher may apply to the superintendent for an additional general leave for up to one (1) full school year. Such leave shall be without pay and without benefits and the duration shall be mutually agreed prior to commencement of such leave.

#### **14.4. Deferred Salary Leave**

**14.4.1.** The Employer agrees to implement a deferred salary leave plan as approved by Revenue Canada and as attached as an appendix (**Schedule "A"**) to the Collective Agreement and as available at the central office and at each school.

#### **14.5. Scheduling of Appointments**

**14.5.1.** *Teachers will, where possible, schedule appointments with healthcare providers outside of classroom hours. If scheduling such appointments is not possible outside of classroom hours, teachers will attempt to limit their absences for appointments. Where possible, booking substitute teachers should be done in half (1/2) day increments.*

#### **14.6. Emergency Leave**

**14.6.1.** Teacher may access a temporary leave of absence with pay less the cost of a substitute for not more than one (1) day per school year to attend an unexpected, severe, immediate, and dire incident. Emergency leave may not be accessed to attend to anticipated personal matters.

### **15. GRIEVANCE PROCEDURE**

*Subject to Letter of Understanding on Interim Grievance Procedure, current Articles 15 and 16 from the 2018-2020 Collective Agreement apply until date of ratification of local agreements.*

**15.1.** *This procedure applies to differences:*

**15.1.1.** *About the interpretation, application, operation, or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*

**15.1.2.** *Where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable; and,*

**15.2.** *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*

**15.3.** *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the superintendent or designate and the Associate Coordinator- Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*



- 15.4.** *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the Employer, and shall contain the following:*
- 15.4.1.** *The name(s) of the parties aggrieved;*
  - 15.4.2.** *A statement of facts giving rise to the grievance;*
  - 15.4.3.** *The article(s) of the agreement that are alleged to have been violated; and,*
  - 15.4.4.** *The remedy or correction being sought.*
- 15.5.** *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the Employer, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.*
- 15.5.1.** *When requested by TEBA, the Employer shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6.** *Representatives of the Employer and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1.** *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7.** *The Association will give advance notice to the Employer when a Grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the Grievor's attendance including the actual cost of the substitute and the Employer's portion of statutory benefit contributions, as per clause 13.2. The Employer will give advance notice to the Association when a representative of the Employer affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the Employer against a teacher, the Employer shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8.** *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9.** *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10.** *Only the Employer and / or the Association may convey a grievance to arbitration.*

- 15.11.** *The Employer and the Association shall proceed to arbitration by a sole Arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a chair.*
- 15.12.** *By mutual consent, the parties may agree to convene a three (3) member arbitration board consisting of a chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three (3) member arbitration board, and the nominees shall endeavour to select an independent chair.*
- 15.12.1.** *If the parties are unable to select a chair within fifteen (15) operational days of the appointment of the second (2nd) representative, either party may request the Director of Mediation Services to appoint a chair.*
- 15.13.** *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the chair.*
- 15.14.** *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15.** *The findings, decision, and award of the Arbitrator / arbitration board is final and binding on:*
- 15.15.1.** *The Employer and the Association; and,*
- 15.15.2.** *Teachers covered by the Collective Agreement who are affected by the award.*
- 15.16. *TEBA Involvement in Grievance Proceedings***
- 15.16.1.** *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the Employer.*
- 15.16.2.** *At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the Employer.*
- 15.16.2.1.** *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.*

**15.16.2.2.** *Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*

**15.16.2.3.** *Within five (5) operational days of the meeting set out in clause 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*

**15.16.3.** *In the event that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2. TEBA will provide written notice to the superintendent or designate, and the Associate Coordinator-Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*

**15.16.4.** *In instances where TEBA assumes carriage over a grievance process, all references to Employers in this article shall be read to apply to TEBA.*

### **15.17. Optional Mediation Process**

**15.17.1.** *The parties may mutually agree at any point in the Grievance Procedure to engage in a non-binding mediation process to attempt to resolve the grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.*

**15.17.2.** *The Mediator shall be appointed by mutual agreement of the parties and the expenses of the Mediator shall be equally borne by the parties. If the parties cannot reach agreement on a Mediator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

**15.17.3.** *The purpose of the Mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and / or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an arbitration board for resolution.*

**15.17.4.** *In the event the grievance cannot be resolved, the Mediator may issue a report including a non-binding recommendation for settlement.*

### **15.18. Administration**

**15.18.1.** *All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays, and statutory holidays. For the purposes of this article, an "operational" day is an instructional or non-*

*instructional day in the Employer's school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.*

**15.18.2.** *In the event, at any stage of this procedure (except clause 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*

**15.18.3.** *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.*

**15.18.4.** *At any point, the grievance may be resolved through terms mutually agreed upon by the parties. Any agreed to resolution is binding on the signatories to the resolution.*

## **16. EMPLOYMENT**

### **16.1. Subrogation**

#### **16.1.1.**

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

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

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

**16.1.3.** When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest, less a proportionate amount share of legal fees payable thereon by the teacher to their solicitor with respect to such recovery.

**16.1.4.** When as a result of a judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest, less a proportionate amount share of legal fees payable thereon by the teacher to their solicitor with respect to such discovery.

**16.1.5.** The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of clause 16.1.

**16.1.6.** In exercising any of its rights under clause 16.1, the Employer shall have due regard for the interests of the teacher.

**SIGNATURE PAGE**

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

Signed on \_\_\_\_\_, 2023      Signed on \_\_\_\_\_, 2023

**On Behalf of the Association**

**On Behalf of the Employer**

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Associate Coordinator, Teacher Employment Services

## **LETTERS OF UNDERSTANDING: CENTRAL**

### **LETTER OF UNDERSTANDING #1**

#### **ASSOCIATION AND TEBA JOINT COMMITTEE TO ASSIST TRANSITION FROM CENTRAL TO LOCAL BARGAINING**

##### **1. Scope**

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

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

##### **2. Structure**

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

##### **3. Process**

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

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

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



**LETTER OF UNDERSTANDING #2**  
**RE: INTERIM GRIEVANCE PROCEDURE**

**WHEREAS** at the time of signing this Letter of Understanding, The Alberta Teachers' Association (Association) and the Teachers' Employer Bargaining Association (TEBA) were actively engaged in central bargaining;

**AND WHEREAS** as a product of this central bargaining, the parties developed an alternative grievance procedure to replace Articles 15 and 16 of current agreements. The new grievance procedure article remains subject to the conclusion and ratification of an agreement with respect to central terms;

**AND WHEREAS** the parties continue to engage in central bargaining, the parties have agreed to implement the new grievance procedure as an interim procedure through this Letter of Understanding (LOU);

**AND WHEREAS** the parties agree to discuss the potential for transitioning applicable grievances filed prior to February 1, 2022, over to the new grievance procedure as an interim procedure through this Letter of Understanding (LOU);

**AND WHEREAS** the parties agree on the terms and conditions contained herein;

**THE PARTIES AGREE AS FOLLOWS:**

**EFFECTIVE DATES**

*This Letter of Understanding shall take effect for all grievances filed on or after February 1, 2022. This LOU shall expire upon successful ratification of a Memorandum of Agreement with respect to central terms.*

*Should a Memorandum of Agreement with respect to central terms not be successfully ratified, the parties will meet within thirty (30) calendar days of the unsuccessful ratification vote to either extend or terminate this LOU.*

*If this LOU is terminated, the parties agree to move grievances filed under the interim procedure back to the appropriate central or local grievance procedure and to their respective steps in those procedures.*

**TRANSITION OF EXISTING GRIEVANCES**

1. *For grievances filed under Article 15 (Central Grievance Procedure) of 2018–2020 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
  - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*



- 15.5.** *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the Employer, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.*
- 15.5.1.** *When requested by TEBA, the Employer shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6.** *Representatives of the Employer and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1.** *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7.** *The Association will give advance notice to the Employer when a Grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the Grievor's attendance including the actual cost of the substitute and the Employer's portion of statutory benefit contributions, as per clause 13.2. The Employer will give advance notice to the Association when a representative of the Employer affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the Employer against a teacher, the Employer shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8.** *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9.** *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10.** *Only the Employer and / or the Association may convey a grievance to arbitration.*
- 15.11.** *The Employer and the Association shall proceed to arbitration by a sole Arbitrator. The sole Arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a chair.*
- 15.12.** *By mutual consent, the parties may agree to convene a three (3) member arbitration board consisting of a chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three (3) member arbitration board, and the nominees shall endeavour to select an independent chair.*

**15.12.1.** *If the parties are unable to select a chair within fifteen (15) operational days of the appointment of the second (2nd) representative, either party may request the Director of Mediation Services to appoint a chair.*

**15.13.** *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the chair.*

**15.14.** *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*

**15.15.** *The findings, decision, and award of the Arbitrator / arbitration board is final and binding on:*

**15.15.1.** *The Employer and the Association; and,*

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

**15.16. *TEBA Involvement in Grievance Proceedings***

**15.16.1.** *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the Employer.*

**15.16.2.** *At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the Employer.*

**15.16.2.1.** *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.*

**15.16.2.2.** *Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*

**15.16.2.3.** *Within five (5) operational days of the meeting set out in clause 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*

**15.16.3.** *In the event that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2. TEBA will provide written notice to the superintendent or designate, and the Associate Coordinator-Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*

**15.16.4.** *In instances where TEBA assumes carriage over a grievance process, all references to Employers in this article shall be read to apply to TEBA.*

**15.17. Optional Mediation Process**

**15.17.1.** *The parties may mutually agree at any point in the Grievance Procedure to engage in a non-binding mediation process to attempt to resolve the grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.*

**15.17.2.** *The Mediator shall be appointed by mutual agreement of the parties and the expenses of the Mediator shall be equally borne by the parties. If the parties cannot reach agreement on a Mediator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

**15.17.3.** *The purpose of the Mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and / or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an arbitration board for resolution.*

**15.17.4.** *In the event the grievance cannot be resolved, the Mediator may issue a report including a non-binding recommendation for settlement.*

**15.18. Administration**

**15.18.1.** *All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays, and statutory holidays. For the purposes of this article, an "operational" day is an instructional or non-instructional day in the Employer's school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.*

**15.18.2.** *In the event, at any stage of this procedure (except clause 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*

**15.18.3.** *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.*

**15.18.4.** *At any point, the grievance may be resolved through terms mutually agreed upon by the parties. Any agreed to resolution is binding on the signatories to the resolution.*

**LETTER OF UNDERSTANDING #3**

**BILL 85 (EDUCATION STATUTES (STUDENTS FIRST) AMENDMENT ACT, 2021)**

**WHEREAS** *Bill 85 has been passed by the legislature but is not yet fully proclaimed; and,*

**WHEREAS** *school divisions and teachers may be subject to new obligations if and when the Act is fully proclaimed, and associated Regulations are implemented;*

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

*The Employer shall reimburse the teacher for the costs of complying with any requirement to provide a criminal record check and vulnerable sector check as part of their ongoing employment.*

**LETTER OF UNDERSTANDING # 4**

**BILL 32 (RESTORING BALANCE IN ALBERTA'S WORKPLACES ACT)**

**WHEREAS** Bill 32 has been passed by the legislature but is not yet fully proclaimed;

**AND WHEREAS** school divisions and the Association may be subject to new obligations if and when the Act is fully proclaimed, and associated Regulations are implemented;

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

*Employers shall provide the information needed for the Association to contact individual new hires and returning teachers independently of the Employer to obtain the teacher's election, if and as required by regulations supporting Bill 32. Such information shall be provided to the Association within ten (10) operational days of the teacher returning or gaining employment with the Employer.*

*This Letter of Understanding is subject to amendment by mutual agreement of the parties.*



**LETTER OF UNDERSTANDING #5**

**BILL 15 (EDUCATION (REFORMING TEACHER PROFESSION DISCIPLINE) AMENDMENT  
ACT, 2022)**

**WHEREAS** *Bill 15 has been introduced in the legislature but has not yet been enacted or proclaimed; and,*

**WHEREAS** *school divisions and teachers may be subject to new obligations if and when the Act is fully proclaimed, and associated Regulations are implemented;*

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

*During the term of this agreement, if the proclamation of the above noted legislation results in additional costs for teachers or Employers, TEBA and the Association shall meet within sixty (60) days to discuss the appropriate apportionment of costs.*

## **LETTER OF UNDERSTANDING #6**

### **EXPEDITED ARBITRATION (12 MONTH-PILOT)**

- 1. The intent of this Letter of Understanding is to have a matter decided expeditiously through an arbitration. Ideally, unless agreed to otherwise by the parties or required by the Arbitrator, hearings will take no longer than a single (1) day and require an agreed upon Statement of Facts.*
- 2. As an alternative to the arbitration process set out in Article 15, two (2) days at the end of each October, March, and June shall be held for Expedited Arbitrations in accordance with this article. No more than two (2) cases shall be heard on any single (1) day, with a maximum of four (4) cases over the course of two (2) days.*
- 3. The Association, TEBA, and Employers with grievance(s) that may be suited for an Expedited Arbitration, shall meet during the first week of each of September, February, and May. During each of these "Pre-Expedited Arbitration Meetings," the Parties will propose grievances for referral to Expedited Arbitration. Where there is mutual agreement between the parties to the grievance to advance to Expedited Arbitration, the hearing will take place at the end of the following month. Where there are no grievances slated for the held dates, they will be cancelled in order to mitigate cancellation costs, with the cancellation costs shared equally by the Association and TEBA.*
- 4. There is no limitation on the parties to a grievance from mutually agreeing to proceed to Expedited Arbitration outside of the Pre-Expedited Arbitration Meetings in clause 3, and / or mutually agreeing to book alternative dates to those in clause 2 where the hearing can be facilitated sooner.*
- 5. The Parties to the grievance shall cover their own costs of the hearing and equally share the cost of the Arbitrator. If no hearing occurs, TEBA and the Association shall share equally the cancellation costs for the Arbitrator.*
- 6. To minimize cost, and where the hearing is not done virtually, the offices of the Association, TEBA, or an Employer will be used as the venues for the Hearings where possible.*
- 7. The Association and TEBA agree to jointly meet with the Director of Mediation Services to identify three (3) mutually agreed sole arbitrators to hear the matters at the Expedited Arbitration Hearings. For the purposes of this letter of understanding, three (3) arbitrators who have been agreed to by the Association and TEBA will hear Expedited Arbitration files on a rotating basis, where possible.*
- 8. Arbitration decisions may not be used to alter, modify, or amend any part of the appropriate collective agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon the parties to the grievance and no further action may be taken on that grievance by any means.*
- 9. Ideally, the designated arbitrator will issue an award for each Expedited Arbitration within four (4) weeks of the hearing. The designated arbitrator remains seized to each Expedited*

*Arbitration in order to determine any issues left pending by the award. The award will contain the following paragraph:*

*“This award is the result of an expedited procedure to which the parties agreed. Consequently, there has been evidence entered by agreement as well as by submission. Reference to case law has been limited. The parties are satisfied with an award that accommodates their agreed restrictions on the procedure. The Arbitrator reserves jurisdiction regarding the quantum of any damages awarded and any issues concerning the implementation of the award.”*

- 10.** *This letter of understanding shall come into effect on the date of ratification of central terms unless otherwise agreed and expire following twelve (12) months from the effective date. The Association and TEBA will meet prior to the expiry of this letter of understanding to assess the effectiveness of the Expedited Arbitration process herein, at which time they may mutually decide to extend, amend, or allow the letter of understanding to expire.*

**LETTER OF UNDERSTANDING #7**  
**DUTY TO ACCOMMODATE**

*TEBA, the Association, and Employers acknowledge and commit to the duty to accommodate for disability as required by the Alberta Human Rights Act. The provisions of this agreement shall be administered in accordance with such law.*

*The Association and Employers acknowledge a shared responsibility for the duty to accommodate teachers up to a point of undue hardship. The Association and Employers also acknowledge the importance of working together to ensure teachers are accommodated in a manner that provides meaningful work and promotes a culture of inclusiveness.*

*TEBA and the Association agree to work with benefit carriers during the life of the agreement to better understand the situation and develop proposals to address structural barriers to accommodation embedded in the design of Extended Disability Benefits and existing sick leave language in collective agreements.*

**LETTER OF UNDERSTANDING #8**  
**DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE**

**WHEREAS** TEBA and the Association agree that distributed education is increasingly important to the education system,

**AND WHEREAS** distributed education systems across the province continue to be different in design, structure, focus and operation;

**AND WHEREAS** TEBA and the Association agree that it is important for the school divisions and teachers to explore appropriate models for working conditions in the distributed education environment to inform future negotiations;

**NOW THEREFORE THE PARTIES AGREE THAT:**

1. Employers and the Association may agree locally to establish pilot projects for distributed education conditions of practice during the term of the agreement. Such projects may include provisions related to:
  - a) The number of students, credits, courses, or subject areas a teacher may be assigned;
  - b) The amount of course design and development expected of a teacher;
  - c) Class composition and complexity in the distributed education environment;
  - d) The amount of non-instructional time that may be assigned to distributed education teachers;
  - e) Appropriate processes and considerations when students do not complete the attempted course; and,
  - f) Processes and timing for enrolling students in courses or programs.
2. Where collective agreements already include provisions related to distributed education environment, local pilot projects may temporarily modify existing central terms related to distributed education conditions of practice.
3. In any event (with or without mutual agreement to a pilot project), and where requested by the Association or an individual teacher, an Employer with a distributed education program shall establish a Distributed Education Collaboration Committee to facilitate ongoing conversations on the above noted elements of a distributed education program.

**LETTER OF UNDERSTANDING #9**  
**EXPERIENCE FORM**

*Association and TEBA agree that the following form will be used:*

- *To support the administration of teaching experience provisions in collective agreements between all Public, Catholic, and Francophone school divisions and the Alberta Teachers' Association (See Appendix A of this LOU); and,*
- *To ensure the consistent application of clause 3.4.9 in the movement of teachers between employers covered by the Public Education Collective Bargaining Act.*

*This form shall be completed and provided upon request by a teacher or the teacher's new / prospective Employer.*

**TEACHING EXPERIENCE FORM**

Date: \_\_\_\_\_

Issuing Employer: \_\_\_\_\_

Teacher Name: \_\_\_\_\_

Teaching Certificate Number \_\_\_\_\_

**Teaching Experience**

Recognized Years of Experience: \_\_\_\_\_

Uncredited Experience:  
*(In days, in accordance with clause 3.4.4)* \_\_\_\_\_

**Employer Contact**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**APPENDIX A—Teaching Experience Provisions**

**3.4. Experience**

*Teachers shall:*

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

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

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

- \* 0

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

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

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

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

*Prior Experience*

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

**a)** *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero (0) years of experience on the salary grid.*

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

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

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

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

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

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



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

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

## **LETTERS OF UNDERSTANDING: LOCAL**

### **LETTER OF UNDERSTANDING #10**

#### **ADMINISTRATOR DAYS IN LIEU**

Days in lieu for principals and vice-principals is provided for flexibility in managing their schedules.

Effective September 1 2023, school-based principals will be granted two (2) days, in lieu per school year, at a time mutually agreeable to the principal and the superintendent or designate.

Effective September 1 2023, school-based vice-principals will be granted one (1) day, in lieu per school year, at a time mutually agreeable to the vice-principal, the principal and the superintendent or designate.

The day(s) must be taken by June 30<sup>th</sup>, of the school year, or the days will be forfeited, and no payment shall be made in lieu.

**LETTER OF UNDERSTANDING #11**  
**HIRING OF STAFF – ADMINISTRATIVE PROCEDURE PER 01**

The Employer will honour the revised Administrative Procedure PER 01 (Hiring of Staff) as a trial, expiring June 30<sup>th</sup>, 2024:

Insert in AP PER 01:

“Letters of interest will be accepted by email to the Director of Human Resources from staff members whose circumstances have changed and were unable to submit by January 31<sup>st</sup>. Please note, that applying after the January 31<sup>st</sup> deadline may significantly reduce transfer opportunities for candidates, as transfers will begin in early February.”

**SCHEDULE "A"**  
**DEFERRED SALARY LEAVE PLAN**

**1. DEFINITIONS**

"**Accrued Interest**" in respect of a Taxation Year means the amount of interest earned in accordance with clause 3.3 on the monies retained by the Employer on behalf of the Participant calculated from:

- a) The first date any of such monies have been so retained by the Employer, or
- b) The first day of the Taxation Year, whichever is later.

"**Association**" means the party of the second part referred to in the Collective Agreement to which the plan is a schedule.

"**Employer**" means the party of the first part referred to in the Collective Agreement to which this Plan is a schedule.

"**Collective Agreement**" means the Collective Agreement in force between the Association and the Employer pursuant to the applicable section of the Alberta *Labour Relations Code*.

"**Committee**" means a committee as defined by agreement between the Association and the Employer.

"**Current Compensation Amount**" means the total compensation payable by the Employer to the Participant for the school year, including their proper grid salary and all allowances, per the Collective Agreement.

"**Deferral Period**" shall be the number of years for which compensation is deferred in accordance with clause 3.1, including the years referred to in clause 4.4 and 4.5, if applicable.

"**Deferred Compensation Amount**" means the portion of the Current Compensation Amount which is retained by the Employer for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the Participant in accordance with clause 3.4.

"**Eligible Investor**" means any Canadian chartered bank, or trust company authorized to carry on business in the province of Alberta and who maintains Canada Deposit Insurance, and any credit union authorized to carry on business in the province of Alberta or the treasury branches of Alberta.

"**Eligible Teacher**" means a teacher as defined by agreement between the Association and the Employer.

"**Leave of Absence**" means the period of time described in clause 4.1.

"**Memorandum of Agreement**" means the agreement described in Schedule B.

"**Participant**" means an Eligible Teacher who has completed a Memorandum of Agreement (Schedule "B") and whose application for participation in the Plan has been approved by the Employer in accordance with clause 2.3.

"**Plan**" means the plan set out in this schedule and includes all amendments thereto.

"**Regulations**" means the regulations under the *Income Tax Act* (Canada).

"**Taxation Year**" means the calendar year.

## **2. APPLICATION: FORMAL APPLICATION**

**2.1.** In order to participate in the Plan, an Eligible Teacher must make written application by way of Schedule "B" to the superintendent of schools on or before March 31<sup>st</sup>, or at a date otherwise agreed between the Employer and the Association, stating the date when the Eligible Teacher wishes to participate in the Plan and the school year in which the Leave of Absence is to be taken.

### **Approval**

**2.2.** The approval of each application made under clause 2.1 shall rest solely with the Employer. The superintendent of schools shall, by May 15<sup>th</sup> of that year, or at a date otherwise agreed between the Employer and the Association, advise each applicant of the Employer's approval or disapproval of their application and if the latter, an explanation, therefore.

### **Date of Participation**

**2.3.** If the Employer gives its approval in accordance with clause 2.2, the participation of the Eligible Teacher in the Plan will become effective on the date requested by the Eligible Teacher, or if such date is not agreed to by the Employer, then on a date which is agreed to by the Employer and the Eligible Teacher.

## **3. FUNDING FOR LEAVE OF ABSENCE**

Funding for the Leave of Absence shall be as follows:

### **Compensation Deferred**

- 3.1.** During each school year prior to the leave of absence, the Participant, for a maximum of five school years will receive their Current Compensation Amount, less the percentage amount which the Participant has specified in the Memorandum of Agreement for the school year in question which is to be retained by the Employer. Such percentage amount will be retained by the Employer and be invested in accordance with clause 3.3.

### **Maximum Percentage Deferred**

- 3.2.** The percentage of the Current Compensation Amount deferred by the Participant cannot exceed the percentage amount obtained when 100 per cent is divided by the number of years the Participant states they will participate in the plan, including the Leave of Absence year. Notwithstanding the preceding, the maximum deferred in any one Taxation Year shall not exceed 33 1/3 per cent of the portion of the Current Compensation Amount received by the Participant in that Taxation Year. This formula applies even if the Leave of Absence is deferred under clauses 4.4 and 4.5.

### **Investment of Deferred Compensation**

- 3.3.** The monies retained by the Employer for each Participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by the Employer in investments offered from time to time by an Eligible Investor. The committee shall choose such Eligible Investor and in making such determination the Employer, the Association and members of the Committee shall not be liable to any Participant for any investments made which are authorized by this clause.

### **Non-Liability of Employer, Association and Committee**

- 3.3.1.** The Employer, the Association and members of the Committee shall not be liable to any Participant or Participants for the acts or defaults of each other or for any error in judgment or for any act of omission or commission in the administration or management of the monies retained, provided such monies have been invested in an institution authorized by the provisions of this clause. The Employer, the Association and members of the Committee shall not be liable to any Participant or Participants for any loss suffered in respect to any investment or investments of the monies retained, whether complete loss or partial loss, either direct loss or indirect loss, provided the investment or investments were made in an institution authorized by the provisions of this clause.

### **Payment of Accrued Interest**

- 3.4.** On December 31<sup>st</sup> of each Taxation Year during the Deferral Period, the Employer shall pay to the Participant the Accrued Interest in respect of that Taxation Year as specified in Article 6 of the Memorandum of Agreement. The Participant hereby irrevocably directs the Employer to cause the Eligible Investor chosen by the Committee in

accordance with clause 3.3 to make such payment on their behalf into an account of the Participant with the Eligible Investor.

### **Reporting to Participants**

**3.5.** The Secretary-Treasurer shall make an annual report to each Participant as to the amount of deferred salary retained by the Employer for such Participant, including any interest earned thereon which has been paid out in accordance with clause 3.4. The annual report shall be made no later than July 31<sup>st</sup> of each year while the Participant participates in the Plan.

### **Administrative Expenses**

**3.6.** Issues regarding payment of administrative expenses shall be governed by a separate agreement between the Employer and the Association.

## **4. TAKING OF LEAVE OF ABSENCE**

The taking of a Leave of Absence shall be governed by the following provisions:

### **Qualification to Participate**

**4.1.** The Leave of Absence shall occur according to and be governed by the Collective Agreement then in force between the Employer and the Association. In no case shall the Leave of Absence be for a period of less than five (5) months and each Participant shall return to employment for a period of time at least equal to the period of the Leave of Absence.

### **Manner of Payment During Leave**

**4.2.** The manner of payment to the Participant during the Leave of Absence shall be in installments commencing September 30<sup>th</sup>, being approximately equal to one-twelfth (1/12<sup>th</sup>) of the monies held by the Employer for the Participant in accordance with clause 3.1 as determined at the beginning of the Leave of Absence, unless otherwise directed by the Participant prior to September 1<sup>st</sup> of the Leave of Absence. In no event shall payment be made more frequently than monthly.

### **Amount of Payment During Leave**

**4.3.** The salary to be paid to a Participant during a Leave of Absence shall be related to the monies retained by the Employer in accordance with clause 3.1 for such Participants, but less any deductions made by the Employer under clause 5.1 and any monies required by law to be paid by the Employer for or on behalf of a Participant. During the period of leave, a Participant may not receive any salary or wages from the Employer or any other person or partnership with whom the Employer does not deal at arm's length except as provided in Section 6801(a)(iii)(A) or (B) of the Regulations.

### **Employer's Right to Defer Leave**

4.4. If the Employer is unable to obtain a suitable replacement for a Participant for the period of a Leave of Absence specified by the Participant, the Employer may in its discretion, defer the Leave of Absence on one occasion for one school year. In such case, the Participant may choose to remain in the Plan, or they may withdraw from the Plan, in which case the Employer shall pay to the Participant the Deferred Compensation Amount in one lump sum payment within 60 days of such withdrawal. In no circumstances shall postponement extend the Deferral Period beyond six years.

### **Participant's Right to Defer Leave**

4.5. Notwithstanding the date shown in paragraph two of the Memorandum of Agreement for a requested Leave of Absence, a Participant may, on one occasion only, with the consent of the Employer given not less than six months prior to the scheduled date, postpone such leave for one year. In no circumstances shall a postponement extend the Deferral Period beyond six years.

### **Year's Leave of Absence**

4.6. The year's Leave of Absence shall immediately follow the Deferral Period.

### **Position on Return**

4.7. On return from their Leave of Absence, the Participant will be assigned to a position with the Employer as required by the terms of the Collective Agreement then in force between the Employer and the Association governing such matter.

### **Salary & Benefits After Leave**

4.8. After participation in the Plan, the Participant's salary and benefits will be as set out in the Collective Agreement then in force between the Employer and the Association governing the matter.

## **5. FRINGE BENEFITS**

The providing of fringe benefits will be as follows:

### **Payment**

5.1. During a Leave of Absence, the responsibility for payment of premiums for fringe benefits for a Participant shall be as set forth in the Collective Agreement then in force between the Employer and the Association. Where a Participant is obligated to pay the cost of any fringe benefit during the Leave of Absence, the Employer shall pay such cost on behalf of the Participant on their request and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.



## **6. WITHDRAWAL**

### **Upon Termination of Employment**

**6.1.** A Participant who ceases to be employed by the Employer must withdraw from the Plan. Within 60 days the Employer shall pay to the Participant the Deferred Compensation Amount as provided in clause 4.4.

### **Consent Required**

**6.2.** In extenuating circumstances, such as financial hardship and with the consent of the Employer, a Participant may withdraw from the Plan at any time prior to March 31<sup>st</sup> in the year in which the Leave of Absence is scheduled to occur. Within 60 days of such withdrawal the Employer shall pay to the Participant the Deferred Compensation Amount as provided in clause 4.4.

### **Upon Death**

**6.3.** Should a Participant die, the Employer shall within 30 days of notification of such death to the Employer pay the Deferred Compensation Amount to the Participant's estate, subject to the Employer receiving any necessary clearances and proofs normally required for payment to estates.

### **Balance**

**6.4.** In any event, the Employer shall pay to the Participant the Deferred Compensation Amount or any remaining balance thereof on or before December 31<sup>st</sup> of the first Taxation Year commencing after the end of the Deferral Period.

## **7. SUSPENSION FROM PARTICIPATION IN THE PLAN**

### **Notice to Suspend**

**7.1.** A Participant may on one occasion while they are participating in the Plan give notice to the Employer stating that the Participant wishes to suspend their participation in the Plan for a period of one (1) year as at September 1<sup>st</sup> which immediately follows such notice, in which case the Employer shall pay the Current Compensation Amount to the Participant as if they were not participating in the Plan for such year, but the amounts previously retained by the Employer and interest thereon in accordance with clause 3.3 (but less all interest paid to the Participant in accordance with clause 3.4) shall, subject to clause 6.4, continue to be held by the Employer until the Participant withdraws from the Plan or takes a Leave of Absence.

## **Reinstatement**

**7.2.** If a Participant has given notice in accordance with clause 7.1, the Participant's participation in the Plan shall be reinstated commencing on September 1<sup>st</sup> which immediately follows the year in which their participation has been suspended.

## **8. TERMINATION OR AMENDMENT OF PLAN**

### **By Agreement**

**8.1.** The Plan may be amended or terminated by agreement between the Employer and the Association. Any amendment(s) shall be binding upon all present and future Participants.

### **Not to Prejudice Ruling**

**8.2.** No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

**SCHEDULE "B"**

**DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT**

I have read the terms and conditions of the agreement between the Board of Trustees of Christ the Redeemer Catholic Schools and The Association setting up the Deferred Salary Leave Plan (the "Plan") and understand same and I agree to participate in the Plan under the following terms and conditions. All capitalized terms have the same meaning as in the Plan.

**1. PURPOSE**

The main purpose of my enrolment in the Plan is to permit me to fund a Leave of Absence and not to provide me with benefits on or after retirement.

**2. ENROLMENT DATE**

My enrolment in the Plan shall become effective for the school year commencing .

**3. NUMBER OF YEARS OF PARTICIPATION**

I shall participate in the Plan for school years and my Leave of Absence shall immediately follow thereafter, subject to the provisions of paragraph 4 below.

**4. YEAR OF LEAVE**

In accordance with clause 4.6, I shall take my Leave of Absence during the 20\_\_ school year, but I shall have the right in accordance with clause 4.5 to postpone such leave for one school year and the Employer shall have the right to defer such leave for one school year in accordance with clause 4.4.

**5. FUNDING OF LEAVE OF ABSENCE**

In accordance with clause 3.1, I direct that the percentage amounts as set out in this clause be withheld from the Current Compensation Amount with respect to my participation in the Plan for the following school years:

First Year	%	Fourth Year	%
Second Year	%	Fifth Year	%
Third Year	%	OR For All Years	%

In accordance with clause 3.2, the maximum percentage of Current Compensation Amount deferred in any one year cannot exceed 100 per cent divided by the number of

years in the Plan including the Leave of Absence year, without taking into account any deferral under clauses 4.4 and 4.5.

- Two Years - Maximum 33 1/3%
- Three Years - Maximum 33 1/3%
- Four Years - Maximum 25%
- Five Years - Maximum 20%

I may by written notice to the Employer given prior to September 1<sup>st</sup> in any given year alter the percentage amounts for that or any subsequent year.

(Note: To be completed for the school year up to the school year in which the Leave of Absence specified in paragraph 4 above is to commence.)

**6. PAYMENT OF ACCRUED INTEREST**

I direct the Employer to pay Accrued Interest to me on each of the following dates:

- i. The December 31<sup>st</sup> which occurs at the end of the Taxation Year in which I have become a Participant;
- ii. Each December 31<sup>st</sup> occurring after the date specified in clause i) above; and
- iii. The last day of the Leave of Absence or when the Employer makes a payment under clauses 4.4, 6.1, 6.2, 6.3 or 6.4.

.....

In order to make the election, the Participant is to initial and if initialed such election shall be deemed to have been made. The effect of the election is that so long as paragraph 6 applies, the Participant will receive Accrued Interest annually rather than every three years.

THIS ANCILLARY AGREEMENT made the 24 day of June, 1997.  
BETWEEN:

THE BOARD OF TRUSTEES OF CHRIST THE REDEEMER CATHOLIC SCHOOLS, being a Board of School Trustees duly constituted under the Alberta *Education Act*,  
(hereinafter called "the Employer ")

PARTY OF THE FIRST PART

AND

THE ALBERTA TEACHERS' ASSOCIATION  
(hereinafter called "the Association")

PARTY OF THE SECOND PART

The Employer and the Association agree that for the interpretation of the agreement on a deferred compensation plan:

- i. The word "**committee**" means a committee of members comprised of members appointed by the Employer and members appointed by the Association.
- ii. The words "**administrative expenses**" mean internal costs normally incurred by the Employer and not external charges such as may be incurred for the administration of the investment component of the Plan or for consultation, advice, or audit.
- iii. The words "**Alberta Education Act**" mean the "*Education Act*" and all amendments or succeeding statute(s).
- iv. For the purpose of clause 3.2 investment will be made with the (Bank) and in accordance with clause 3.4 the secretary-treasurer will make the annual reports to each Participant as soon as possible after reports have been received from the (Bank).
- v. For the purpose of clause 2.2 and clause 4.4, it is understood that the total number of teachers on Leave of Absence in any one year under the Leave of Absence and Deferred Salary Leave Plan shall not exceed per cent of the number of full-time equivalent teachers on staff.
- vi. On return from leave (clause 4.7, **Schedule "A"**), a teacher will be assigned to a position with the Employer in accordance with the following priorities:
  - a) The same position previously vacated by the teacher,
  - b) A position similar to that previously vacated by the teacher, or
  - c) A position for which the teacher is qualified in accordance with their training and / or experience.

However, notwithstanding the above, a teacher on leave will not have any advantage or disadvantage in the event that a staff reduction or program change has become necessary in a particular school.

- vii. Sick leave credits will not be accumulated during the year spent on leave.
- viii. It is understood that no increments will be earned by a Participant during the period of leave unless the leave time is used in such a manner that increments would normally be granted as determined in the Association / Employer Collective Agreement.
- ix. A teacher's benefits will be maintained by the Employer during their Leave of Absence, provided the teacher requests such in writing months prior to date

of leave. The teacher shall pay to the Employer the full cost of any benefit premiums paid on their behalf unless otherwise agreed to by the Employer.

**IN WITNESS WHEREOF** this agreement has been executed by the parties hereto of the day and year first written above