

# **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 MEDICINE HAT CATHOLIC BOARD OF  
EDUCATION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2016 to AUGUST 31, 2018**

This collective agreement is made this 22 of March 2019 between The Medicine Hat Catholic Board of Education (School Jurisdiction) and the Alberta Teachers' Association (Association).

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

## **1. APPLICATION/SCOPE**

- 1.1 *This collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the School Jurisdiction excepting those positions agreed to be excluded in local bargaining between the School Jurisdiction and the Association.*
- 1.2 **Excluded Positions**
  - 1.2.1 Superintendent
  - 1.2.2 Deputy Superintendent
  - 1.2.3 Associate Superintendent
  - 1.2.4 Directors and above
- 1.3 *The Association is the bargaining agent for each bargaining unit and:*
  - 1.3.1 *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*
  - 1.3.2 *has exclusive authority to bargain collectively with each School Jurisdiction on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.4 *The School Jurisdiction retains all those rights of management not specifically limited by the terms of this Agreement.*
- 1.5 *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.*
- 1.6 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*

1.7 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*

1.8 **Structural Provisions**

1.8.1 The Teacher Board Advisory Committee exists as the primary vehicle for communicating the views of teachers on matters of school affairs with the School Jurisdiction. The existence of this committee does not prevent the parties creating or maintaining other committees for specific purposes.

**2. TERM**

2.1 *The term of this collective agreement is September 1, 2016 to August 31, 2018. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2018.*

2.2 **List Bargaining**

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

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

2.3 **Central Matters Bargaining**

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

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

2.4 **Local Bargaining**

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

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

## **2.5 Bridging**

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

a) *a new collective agreement is concluded, or*

b) *a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*

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

## **2.6 Meet and Exchange**

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

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

## **2.7 Opening with Mutual Agreement**

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

2.7.2 *The Association and the School Jurisdiction may at any time by mutual agreement negotiate revisions to the local matters contained in this collective agreement. Any such revisions shall*

*become effective from the date mutually agreed upon by the parties.*

## **2.8 Provision of Information**

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

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

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

## **3. SALARY**

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

3.1.1 *Teachers under contract shall be paid by the last banking Friday of the month with the exception of December when teachers will be paid on the last teaching Friday.*

### **3.2 Grid**

3.2.1 *The School Jurisdiction must pay all teachers in its employ in accordance with the agreement.*

3.2.2 *The annual teaching salary is determined by teacher education and teaching experience. One month's salary is 1/12 of the annual salary payable.*

3.2.3 *Tabulated below are the minimum and maximum salary rates and the experience increments for each year of teacher education.*

<b>STEP</b>	<b>CAT 4</b>	<b>CAT 5</b>	<b>CAT 6</b>
0	61,452	65,129	68,529
1	65,062	68,738	72,134
2	68,667	72,344	75,743
3	72,272	75,949	79,350
4	75,882	79,559	82,956
5	79,488	83,165	86,564
6	83,095	86,772	90,169
7	86,702	90,378	93,777
8	90,308	93,984	97,382
9	93,917	97,591	100,990

3.2.4 *A teacher shall only spend one year at any step providing they meet the requirements of Article 3.4.*

### **3.3 Education**

3.3.1 *The evaluation of teacher education for salary purposes shall be determined by a statement of qualification issued by the Alberta Teachers' Association Teacher Qualifications Service (TQS) in accordance with the principles and policies established by the Teacher Salary Qualifications Board.*

3.3.2 *The adjustment dates for changes for teacher education shall be the commencement of the School year and February 1.*

3.3.3 *Each teacher claiming additional teacher education or commencing employment shall supply to the School Jurisdiction:*

*a) within 45 days of commencement of the school year,*

*b) within 45 days of February 1,*

*c) within 45 days of commencement of duties,*

*whichever applies, a statement of qualifications issued by the Teacher Qualifications Service of the Association. Until the teacher submits the statement, the teacher shall be paid according to the most recent acceptable statement of qualifications or according to the minimum education requirements for that teachers' certificate.*

3.3.4 *If proof of application for a statement of qualifications is supplied within 45 days, upon receipt of the TQS statement, the salary adjustment shall be retroactive to:*

- a) *commencement of the school year,*
- b) *February 1,*
- c) *commencement of employment,*

*whichever applies, otherwise the salary shall be adjusted effective the beginning of the month following receipt by the School Jurisdiction of a statement of qualifications.*

### **3.4 Experience**

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

- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
- b) *employed as a substitute teacher within the preceding five (5) years.*

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

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

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

3.4.5 *Each year of teaching experience entitles a teacher to one step on the salary grid.*

3.4.6 *Entitlement to experience increments shall be subject to submission of satisfactory evidence of the experience claimed. Such teaching experience includes teaching in schools under the jurisdiction of a provincial, state or national department of*

*education. Until such evidence is submitted, the School Jurisdiction will evaluate the teaching experience. If submitted within 90 calendar days, a salary adjustment will be made retroactive to commencement of employment, otherwise the salary will be adjusted effective the beginning of the month following receipt of satisfactory evidence of the experience claimed. Without retroactive application, teacher experience previously recognized by an Alberta school jurisdiction will be recognized and not re-evaluated.*

3.4.7 *A year of teaching experience shall be any one school year during which a teacher, including a substitute teacher, has taught for not less than 126 school days.*

3.4.8 *Effective until August 31, 2017, a teacher under contract who teaches less than 126 school days with the School Jurisdiction in a school year may accumulate experience increments by combining teaching days, including substitute teaching days, with the School Jurisdiction to a total of 126 days within a period of 3 consecutive years providing that a minimum of 42 days service with the School Jurisdiction per year be rendered.*

3.4.8.1 *Effective September 1, 2017, a teacher under contract who teaches less than 126 school days with the School Jurisdiction in a school year may accumulate experience increments by combining teaching days, including substitute teaching days, with the School Jurisdiction to a total of 126 days within a period of 2 consecutive years*

3.4.9 *An increment shall be effective on September 1 or February 1, immediately following the attainment of the necessary teaching days.*

### **3.5 Career and Technology Studies/Foundations**

3.5.1 An industrial arts teacher is one who is employed to teach industrial arts courses at the junior and senior high levels.

3.5.2 Training: The professional training of industrial arts teachers shall be evaluated as follows:

3.5.2.1 Teacher education according to Article 3.3 of this agreement.

3.5.2.2 A certificate of proficiency in a designated trade (Journeyman's Certificate recognized by the Alberta Apprenticeship Board)

or,



Successful completion of a 2 year course at a school of technology shall be regarded equivalent to one year of teacher education for salary purposes.

- 3.5.2.3 Technical or business education training not covered by the preceding clauses 3.5.2.1 and 3.5.2.2, may be evaluated by a committee consisting of the School Jurisdiction, a representative of the Association and the Superintendent of Schools. Any decision of this committee must be unanimous. The evaluation cannot exceed one year of teacher education beyond the university training evaluated under Article 3.3.
- 3.5.2.4 Clauses 3.5.2.2 and 3.5.2.3 do not apply when trade or business education training has been given credit toward a Bachelor of Education Degree.
- 3.5.2.5 In the event of a teacher whose salary is governed by this clause, having a second set of journeyman's papers, and which are being used for vocational instructional purposes, the teacher shall receive an additional allowance of \$300.00 annually.
- 3.5.2.6 The initial placement allowance shall remain constant throughout the period of employment.

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

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

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

##### **4.2 Administration Allowances**

###### **4.2.1 Principals**

- 4.2.1.1 *The principal's allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- 4.2.1.2 The principal's basic allowance shall be \$17,129.00 per annum with an additional per student allowance (for each pupil over 200) of \$25.00 per annum.
- 4.2.1.3 The pupil count is as at September 30 of the current year.

- 4.2.2 **Vice-Principals:** First or only vice principal - 60 % of the principal's allowance.
- 4.2.3 **Second Vice-Principals:** 50% of the principal's allowance.
- 4.2.4 **Coordinator:** On the basis of a principal's allowance for a school with 300 pupils.
- 4.2.5 **Consultants:** On the basis of 60 percent of the principal's allowance for a school with 300 pupils.
- 4.2.6 **Department Heads:** On the basis of 50 % of the principal's allowance for a school with 150 pupils.
- 4.2.7 **Allowance for Vocational Experience**

- 4.2.7.1 Upon engagement an initial trades allowance shall be granted at the request of the teacher. For the purpose of this section and before an allowance is paid, the teacher shall be required to submit a certified statement(s) from the previous employer(s).
- 4.2.7.2 If the required statement(s) or proof of application for the same is supplied within 45 days of commencement of employment, payment shall be retroactive to the commencement of employment; if not, the salary shall be adjusted effective the beginning of the month following submission of the statement(s).
- 4.2.7.3 The amount of the allowance shall be determined by a committee consisting of one representative of the school board, the Superintendent of Schools, and two representatives of the Association. The amount of the allowance must be agreed upon by the unanimous agreement of the committee members.
- 4.2.7.4 Credit will be given only for business experience obtained after graduation from a senior high, business college, junior college, or equivalent institution offering business education.

### 4.3 **Red Circling**

- 4.3.1 Where the School Jurisdiction initiates the transfer of a school-based administrator, that person's salary will be "red-circled" for three years. The administrator will receive the higher of:
  - a) their current salary frozen at the June 30 rate; or

- b) the salary appropriate to their position in their designated school.

After 3 years the person's salary will be governed by the provisions of Article 4.2.1 – 4.2.6.

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

- 4.4.1 Effective September 1, 2018 a teacher shall be appointed as acting principal when all school administrators are out of the school for one half day or more. A teacher in an acting position will be paid 1/400<sup>th</sup> of the principal's allowance per day for the first 3 consecutive days and then 1/200 for each consecutive day after.

#### **4.5 Teachers with Principal Designations**

- 4.5.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Jurisdiction must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the School Jurisdiction must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.5.3 *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the School Jurisdiction must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

#### **4.6 Other Administrator Conditions**

- 4.6.1 Each principal shall receive 2 days in lieu per year and each vice principal shall receive 1 day in lieu per year. These days will not be paid out if unused.

## **5. SUBSTITUTE TEACHERS**

### **5.1 Rates of Pay**

- 5.1.1 *Substitute teacher means a teacher employed on a day-to-day basis.*
- 5.1.2 *The rate of pay for substitute teachers shall be \$206.64 per day (which includes 4% vacation pay).*
- 5.1.3 *If a substitute teacher is employed for a half day, a 'half day' shall mean any portion of the operational time from the commencement of instruction until the lunch break or from the commencement of instruction after the lunch break until the cessation of instruction in the afternoon.*

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

- 5.2.1 *If a substitute teacher is employed more than 10 consecutive days in the same classroom, commencing on the 11th day, the rate of pay shall be in accordance with Article 3.2. If that teacher continues in the same classroom for more than 19 consecutive days, the rate of pay shall be in accordance with Article 3.2 retroactive to the first consecutive day of employment.*
- 5.2.2 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

## **6. PART TIME TEACHERS**

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

## **7. GROUP BENEFITS**

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

- 7.1.1 *All teachers shall be covered under the provisions of the Alberta School Employee Benefit Plan, with the School Jurisdiction paying 100% of the premium.*

- 7.1.1.1 Life Insurance: Plan 2
- 7.1.1.2 Accidental Death and Dismemberment (A.D. & D.): Plan 2
- 7.1.1.3 Extended Disability: Plan D
- 7.1.1.4 Extended Health Care: Plan 1
- 7.1.1.5 Dental Care: Plan 3

7.1.2 The School Jurisdiction's contribution to the Alberta Health Care Insurance shall be at the rate of 100% of each enrolled teacher's premium.

## **7.2 Health Spending Account**

7.2.1 *The School Jurisdiction will establish for each eligible teacher a Health Care Spending Account that adheres to Canada Revenue Agency requirements. The School Jurisdiction will contribute \$70.84 per month for each FTE teacher. This amount shall be pro-rated for teachers employed less than full-time with the School Jurisdiction. The unused balance will be carried forward for a total accumulation of two years. The teachers leaving the employ of the School Jurisdiction will forfeit any remaining balance. In this article "eligible teacher" means any teacher on a continuing, probationary, interim or temporary contract.*

## **7.3 Other Group Benefits**

7.3.1 Upon request of the teacher, the School Jurisdiction will deduct and remit monthly RRSP contributions to the ATA Group RRSP through Capital Estate Planning.

7.3.2 It is agreed that the E.I. rebate is being shared according to Section 64(4) of The Employment Insurance Act by the benefits contained in this Agreement.

## **7.4 Early Retirement Incentive Plan**

7.4.1 **Eligibility:** To be eligible to participate in the Early Retirement Incentive Plan a teacher shall:

7.4.1.1 have reached the age of 50 years;

7.4.1.2 have a minimum of ten years of continuous service with The Medicine Hat Catholic Board of Education;

- 7.4.1.3 be at the maximum step in his/her category of the salary grid;
- 7.4.1.4 intend to retire at the end of a school year;
- 7.4.1.5 for the purpose of determining eligibility, the age of the applicant shall be as at June 30.

**7.4.2 School Jurisdiction Discretion**

- 7.4.2.1 The application for Early Retirement Incentive Plan benefits shall be filed no later than April 1.
  - 7.4.2.1.1 The application for 2017/18 year will be May 1 and the response date will be by May 30.
- 7.4.2.2 The School Jurisdiction will consider each application on its own merits and will inform each applicant in writing of the acceptance or rejection of the request by May 1.
- 7.4.2.3 The School Jurisdiction maintains absolute discretion, without appeal, regarding the acceptance or rejection of any individual application.
- 7.4.2.4 Notwithstanding the above, the School Jurisdiction reserves the right to allow any teacher to participate in the plan regardless of failure of the teacher to meet eligibility requirements.

**7.4.3 Schedule of Early Retirement Payments**

- 7.4.3.1 The early retirement incentive shall consist of cash payments to the teacher according to the schedule below:

Age of teacher at retirement:	Amount of payment:
54 years or less	\$35,000
55 years	\$30,000
56 years	\$22,000
57-60	\$20,000

Note: Notwithstanding the above, the early retirement incentive shall be paid in two installments consisting of 33% of the amount on September 30 with the balance to be paid on January 31 following.

#### **7.4.4 Employee Benefits**

- 7.4.4.1 The School Jurisdiction will facilitate enrolment of an teacher accepted for the Early Retirement Incentive Plan into the Alberta School Employee Benefit Plan Retirement Package from the date of his/her retirement until his/her 65<sup>th</sup> birthday. The teacher shall be responsible to pay all costs of such benefits.
- 7.4.4.2 Acceptance or waiver of this opportunity shall be recorded on the application for participation in the Early Retirement Incentive Plan, and the opportunity once waived, cannot later be accepted.

#### **7.4.5 Purpose and Intent of the Early Retirement Incentive Plan**

- 7.4.5.1 This Early Retirement Incentive Plan has been implemented to meet a temporary situation related to restrictive economic conditions, a stable student and teaching population and an aging teaching force. It is designed to offer teachers the opportunity to retire with dignity and without serious economic consequences earlier than would otherwise be possible. It is also designed to offer additional opportunities for employment to beginning or relatively new teachers.
- 7.4.5.2 The Early Retirement Incentive Plan will for the most part be financed by the differential in salary costs between retiring teachers and beginning teachers.
- 7.4.5.3 These factors will be taken into consideration by the School Jurisdiction each year when considering the Early Retirement Incentive Plan.

#### **7.4.6 Application Procedure**

- 7.4.6.1 A teacher shall make written application to the Superintendent prior to April 1. The resignation of the teacher, contingent on approval of the Early Retirement Incentive Plan application shall be submitted as part of the application for participation in the Early Retirement Incentive Plan.

## 7.5 Subrogation

### 7.5.1 Definitions:

- 7.5.1.1 *Cost of absence* means the total remuneration paid by the School Jurisdiction during a period when the teacher was absent from work.
- 7.5.1.2 *Interest* means interest calculated in accordance with the provision of the Alberta Judgment Interest Act S.A. 1984, c.J-0.5 and amendments and regulations thereto.
- 7.5.1.3 *Judgment or settlement* means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss or remuneration, either by lump sum, periodic payments(s), or through the purchase of an annuity, or any of them.
- 7.5.1.4 *Remuneration* means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the School Jurisdiction.
- 7.5.1.5 *Teacher* means a teacher in respect of whom the School Jurisdiction has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

7.5.2 In the event that the School Jurisdiction incurs a cost of absence as a result of an act or omission of a third party, the School Jurisdiction 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:

- 7.5.2.1 The teacher shall advise the School Jurisdiction in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the School Jurisdiction incurring a cost of absence;
- 7.5.2.2 The teacher shall upon request by the School Jurisdiction include the cost of absence, as calculated by the School Jurisdiction, in the teacher's claim;
- 7.5.2.3 The School Jurisdiction 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;



- 7.5.2.4 The teacher agrees to cooperate with the School Jurisdiction and to provide, at the School Jurisdiction'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;
  - 7.5.2.5 The teacher will not settle his/her claim without the prior written consent of the School Jurisdiction as to the amount of the cost of absence to be recovered by the School Jurisdiction;
  - 7.5.2.6 Upon resolution of the amount of the cost of absence payable to the School Jurisdiction, the School Jurisdiction may, upon default of payment by the teacher following demand by the School Jurisdiction offset the agreed upon amount of the cost of absence payable to the teacher by the School Jurisdiction;
  - 7.5.2.7 The teacher shall not release any third party from the cost of absence without the consent of the School Jurisdiction; and
  - 7.5.2.8 The School Jurisdiction's consent to settlement shall not be unreasonably withheld.
- 7.5.3 When as a result of judgment or settlement with the consent of the School Jurisdiction, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the School Jurisdiction plus interest, less a proportionate share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.
- 7.5.4 When as a result of a judgment or settlement with the consent of the School Jurisdiction, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the School Jurisdiction, the amount of the cost of absence recovered plus interest, less a proportionate share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.
- 7.5.5 The teacher will upon request by the School Jurisdiction execute such documents and agreements as may be required or deemed desirable by the School Jurisdiction to give effect to the provisions of this Article 7.5.

- 7.5.6 In exercising any of its rights under Article 7.5, the School Jurisdiction shall have due regard for the interests of the teacher.

## **8. CONDITIONS OF PRACTICE**

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

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

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

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

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

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

### **8.3 School Calendar**

8.3.1 Any days in the last week of August forming part of the new school year shall be deemed to be days taught in September and be subject to all terms of the collective agreement in force in the month of September of the new school year.

## **9. PROFESSIONAL DEVELOPMENT**

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

9.1.1 *Teacher Professional Growth Plans will consider but will not be required to include the School Jurisdiction's goals.*

9.1.2 *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*

9.1.3 *School Jurisdictions and/or schools are not restricted in developing their own staff development plan in which the School Jurisdiction and/or school may require teachers to participate.*

### **9.2 Professional Improvement Fund**

9.2.1 The School Jurisdiction shall establish a professional development account for each teacher under contract as of September 30th.

9.2.2 The School Jurisdiction will contribute to each teacher's account \$500.00 per annum for each full-time equivalent teacher. Part-time

teachers shall have an allocation of \$500.00 prorated to their proportion of time under contract.

9.2.3 Teachers may accumulate money in their account for a period of 5 years to a total of five times the amount specified above.

9.2.4 If a teacher leaves the employ of the School Jurisdiction, any unused allocation shall revert to the Division.

### **9.3 Professional Development Leave**

9.3.1 A teacher who has taught in the school system for a minimum of 5 years may be granted a leave for professional development.

9.3.2 Application for leave, accompanied by a clear statement of the teacher's purpose shall be presented to the Superintendent of Schools as follows:

9.3.2.1 For leave to commence September 1 – not later than January 15th

9.3.2.2 For leave to commence January 1 – not later than May 1<sup>st</sup>

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

9.3.3 A teacher who is granted leave shall, upon return, be given a position upon his/her return and experience increment will be allowed.

9.3.4 A teacher having been granted leave shall study at a recognized learning institution.

9.3.5 In lieu of regular salary, a teacher while on professional development leave, shall be granted allowance at the rate of 65 % of annual salary and benefits for the year for which leave is granted, payable at the rate of one-twelfth of the leave allowance so determined, for each month of leave, with payment to commence on the last day of the first calendar month of the leave.

9.3.6 A teacher who is granted leave shall agree in writing to serve the School Jurisdiction for a period of not less than one year for each semester taken.

#### 9.4 **Teacher Allocated Professional Improvement (TAPI)**

Effective August 15, 2018, Article 9.2 is replaced with Article 9.4

- 9.4.1 The Local shall administer and control the distribution of a professional development account for each teacher under contract.
- 9.4.2 The School Jurisdiction will contribute to each teacher's account \$500.00 per annum for each full-time equivalent teacher on contract as of September 30. Teachers hired after September 30 for more than a five month contract will have a prorated amount. Part-time teachers shall have an allocation prorated to their proportion of time under contract.
- 9.4.3 Teachers may accumulate money in their account for a period of 5 years to a total of five times the amount specified above.
- 9.4.4 This annual amount will be distributed to the local in two equal amounts. The first amount will be provided during the first business week in September and the second amount during the last business week in January.
- 9.4.5 The local shall provide an annual report to the School Jurisdiction indicating disbursement of the funds and staff development priorities. The Local will provide an audited report of the fund by November 30 of the following year.
- 9.4.6 An advisory committee of four (4) teachers and a representative to be named by the School Jurisdiction will be appointed to review and revise the guidelines for the fund. The committee will meet as required. The guidelines will be ratified by teachers.
- 9.4.7 Any teacher or group of teachers may make application to the Local in accordance with the guideline processes published by the TAPI Fund Advisory Committee.
- 9.4.8 If a teacher leaves the employ of the School Jurisdiction, any unused allocation shall revert to the School Jurisdiction.
- 9.4.9 A teacher taking leave to complete activities using TAPI funds shall be granted a leave subject to the operational requirements of the school and the availability of a substitute teacher.

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

- 10.1 *Annual sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness, or disability, in accordance with the following schedule:*

10.1.1 *In the first year of service with the School Jurisdiction, in accordance with the provisions of the School Act. After one year service – 90 calendar days.*

*After each subsequent absence in the same school year, the 90 calendar days shall not be reinstated until the teacher has been actively at work for 10 consecutive days unless the absence is a result of a new medical condition confirmed by a medical doctor.*

10.1.2 *After 90 calendar days of continuous absence due to medical disability, no further salary shall be paid and the Alberta School Employee Benefit Plan shall take effect.*

10.1.3 *Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon return to full time duty, the teacher shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*

*Less than one year of service – nil*

*After one year of service – 90 calendar days*

10.1.4 *The credit of a teacher on leave of absence will not be altered because of absence from work for a period not exceeding 1 year.*

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

10.2.1 When a teacher is absent for a period of 3 days or less, the teacher will report as soon as feasibly possible using the Employee Self Service (ESS) system, or alternate system as implemented by the School Jurisdiction.

10.2.2 A certificate signed by an attending medical or dental practitioner where the absence is for a period of over 3 days.

10.2.3 When the sickness extends for a period of over one month, the teacher may, at the discretion of the School Jurisdiction, be called upon to furnish a further medical certificate at the end of each month during the duration of the sickness.

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

### **11.1 Maternity Leave/Parental Leave/Adoption Leave**

#### ***Maternity Leave***

- 11.1.1 *Teachers are entitled to maternity leave for a period of up to 52 weeks commencing on a date of her choosing but no later than the birth of the baby. Maternity leave shall be without pay or School Jurisdiction contribution to benefit premiums or Health Spending Account except in 11.1.3 below.*
- 11.1.2 *Where possible, at least 6 weeks prior to the commencement of the leave, written notice of intent to take such leave will be forwarded to the Superintendent or designate along with a certificate stating the anticipated date of delivery.*
- 11.1.3 *The School Jurisdiction shall implement a Supplementary Unemployment Benefits plan (hereinafter referred to as "The Plan") that will cover all female teachers eligible for sick leave benefits. The School Jurisdiction agrees to pay, during the health-related portion of maternity leave after the birth of a child, a supplementary unemployment benefit which shall provide teachers on maternity leave with an amount so that the total amount received by the teacher from Employment Insurance plus the payment received by the School Jurisdiction does not exceed 95% of the teacher's normal gross earnings.*

*The Plan shall only be payable for days on which the teacher would have worked had she not been absent on maternity leave. The Plan will be paid for the duration of absence from duties for a health reason relating to pregnancy during maternity leave up to a maximum of 90 consecutive calendar days or the accumulated sick days earned by the teacher; whichever is less. The Plan is only payable where an teacher is in receipt of EI benefits or when the claimant for EI benefits is serving the two week EI waiting period.*

*To access The Plan, the teacher must:*

- a) Prove that they have applied for and are in receipt of EI benefits, with an identification of the weekly earnings from EI, and*
- b) Provide a medical certificate from the teacher's attending medical practitioner specifying the health related period (ie, the period of time the teacher is not physically capable of performing employment duties in relation to their pregnancy) of the teacher's maternity leave.*

- 11.1.4 *The School Jurisdiction shall pay the portion of the teacher's benefit plan premiums or Health Spending Account as specified in Articles 7.1 and 7.2 of the collective agreement for the health related portion of the maternity leave.*
- 11.1.5 *At least 4 weeks prior to the date on which the teacher intends to return to work written notice must be forwarded to the Superintendent or designate.*
- 11.1.6 *Following the leave a teacher shall be returned to the position held at the commencement of the leave or to a mutually agreed upon position. Failing mutual agreement the School Jurisdiction shall assign the teacher to a position similar to that held at the commencement of the leave.*
- 11.1.7 *For the purpose of this leave, medical certification of proof of pregnancy, birth and requirement for sick leave may be provided by a doctor or a midwife.*

#### ***Parental Leave***

- 11.1.8 *Upon request, the School Jurisdiction shall grant parental leave for a period of up to 37 weeks. The leave shall be without pay or School Jurisdiction contribution to benefit premiums or Health Spending Account as specified in articles 7.1 and 7.2 of the collective agreement. The parental leave must be completed within 52 weeks of the birth of the child.*
- 11.1.9 *Whenever possible, written notice of intent to take such leave must be forwarded to the superintendent or designate at least 6 weeks prior to commencement of the leave.*
- 11.1.10 *In the case of adoption, if 6 weeks' notice is not possible, the teacher shall provide as much notice as possible prior to the placement of the child.*
- 11.1.11 *Written notice of intent to return to work shall be provided to the Superintendent or designate at least 4 weeks prior to the date on which the teacher intends to return to work.*
- 11.1.12 *Following the leave, a teacher shall return to the position occupied at the commencement of the leave or a mutually agreed position. Failing mutual agreement the School Jurisdiction shall assign the teacher to a position similar to that held at the commencement of the leave.*



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

- 11.2.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Jurisdiction to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*
- 11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Jurisdiction will continue paying the School Jurisdiction portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to his/her teaching duties, the teacher shall be responsible to forthwith repay the School Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Jurisdiction under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

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

- 12.1 *Provide 1 paid personal leave day per year, accumulating to 5 days. Subject to availability of a substitute, such requests for leave shall be approved by the Superintendent or designate. This clause shall apply to teachers on contracts of 5 months or longer duration.*

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

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

## **14. OTHER LEAVES**

### **14.1 Compassionate Leave with Full Pay**

- 14.1.1 For the critical illness or death of father, mother, spouse, child, grandchild, brother, sister, siblings of spouse or parents of spouse – not more than 5 days. Not more than 3 days for funeral of any of the above, if held in the city, and not more than 5 days if funeral is held outside of the city. For combined critical illness and death, not more than 8 days in the city and ten days outside of the city. A medical statement will be required if death does not occur.
- 14.1.2 For attendance at the funeral of teacher's grandparent, brother or sister of spouse or spouse in law – 2 day's leave. If circumstances warrant additional leave, the 2 days may be extended to a maximum of 5 days.

- 14.1.3 For attendance at the funeral of teacher's uncle, aunt, first cousin, nephew, niece, spouse of brother/sister-in-law, spouse's grandparent, uncle or aunt of spouse, nephew/niece of spouse - 1 day's leave.
- 14.1.4 For acting as pall bearer or participating at the funeral including but not limited to acting as a performer, a reader, a Eucharist Minister, or an usher – 1 day.
- 14.1.5 The Superintendent of Schools may approve additional compassionate leave.

#### **14.2 Other Leaves with Full Pay**

- 14.2.1 For the purpose of writing university examinations – 1 day.
- 14.2.2 While participating in university convocation exercises – 1 day.
- 14.2.3 While obtaining citizenship papers at a scheduled session of the court – 1 day.
- 14.2.4 While serving as a witness or juror as a result of a notice to attend or subpoena, provided that any fee received for acting as a witness or juror be paid over to the School Jurisdiction. An teacher is not able to receive benefit under this clause if the matter of the notice to attend or subpoena results from employment with agencies other than the School Jurisdiction.
- 14.2.5 For a husband during the confinement of spouse for maternity reasons – 2 days.
- 14.2.6 For the adoption of a child – 1 day.
- 14.2.7 For not more than 1 day to attend child or spouse requiring treatment not available in Medicine Hat.
- 14.2.8 When the Superintendent of Schools requires, in writing, a teacher to provide service on a day not in a normal school year, that teacher will receive 1 'day in lieu' for each such day. Such days worked will not exceed 5 days for any one school year. If a substitute teacher is required for instruction, the cost will be covered by the School Jurisdiction.

#### **14.3 Leave of Absence With Loss of Substitute Pay**

Temporary leave of absence with pay shall be granted to teachers providing the School Jurisdiction is reimbursed for the cost of a substitute teacher, whether required or not.

- 14.3.1 For attendance at meetings of committees of Alberta Education.
- 14.3.2 For attendance at education conventions in an official capacity.
- 14.3.3 For attendance at civic government meetings and conventions in an official capacity.
- 14.3.4 For any other professional reasons that have been approved by the Superintendent of Schools.
- 14.3.5 Up to one additional personal day for teachers supervising student teachers, where the cost of the substitute teacher is born by a postsecondary institution.
- 14.4 Temporary leave of absence with pay of up to a maximum of 6 days in a school year shall be granted to teachers, providing the School Jurisdiction is reimbursed for the cost of a substitute teacher.
  - 14.4.1 For not more than 2 days in any one school year for an illness of a non-critical nature in the teacher's household.
  - 14.4.2 *For not more than 2 days in any one school year for personal reasons. Subject to availability of a substitute, such requests for leave shall be approved by the Superintendent or designate.*
  - 14.4.3 Because of road closure or the suspension of public transportation or other similar cause.
  - 14.4.4 For the funeral of a friend of the family – 1 day.
  - 14.4.5 While representing a service club or political party, in an official capacity as president, at conventions up to 5 days.
  - 14.4.6 For attending post secondary convocation exercises for spouse or children but not participating – 1 day.

## **15. CENTRAL GRIEVANCE PROCEDURE**

- 15.1 *This procedure applies to differences:*
  - a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
  - b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*

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

*Association, representatives of the School Jurisdiction affected by the difference may be invited to participate in the discussion about the difference.*

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

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

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

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

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

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

a) *An affected School Jurisdiction rectify any failure to comply with the collective agreement.*

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

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

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

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

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

## **16. LOCAL GRIEVANCE PROCEDURE**

- 16.1 Any difference between a teacher covered by this Agreement and the School Jurisdiction, or between the local of the Association and the School Jurisdiction concerning the interpretation, application, operation or alleged violation of this Agreement, and whether the difference is arbitral, must be dealt with as follows, without stoppage of work or refusal to perform work.
- 16.2 The difference (the grievance) must be submitted in writing to the Secretary–Treasurer of the School Jurisdiction and to the Secretary of the local Association. The written submission shall be delivered within 15 days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. The submission must explain the grievance, and the article of this Agreement, which is alleged to have been violated.
- 16.3 If the grievance is not settled within 15 days after the date of submission of the grievance, then on or before a further 5 days have elapsed from the expiration of the 15 day time period the grievance must be referred in writing to the grievance committee. The grievance committee must be composed of two representatives of the School Jurisdiction and two representatives of the local Association. A quorum of this committee must consist of all members. The grievance committee must meet and give its decision in respect to the grievance within 21 days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.
- 16.4 If the grievance committee does not reach a unanimous or any decision within the said time, then either party may by written notice served on the other party require the establishment of an arbitration board. Such notice must be given within 10 days after the date of the expiry of the 21 day limit.

- 16.5 Each party shall appoint one member as its representative on the arbitration board within 7 days of such notice and must inform the other party of its appointee. The two members appointed must, within 5 days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint a chairman either party may request the Director of Mediation Services to make the necessary appointment.
- 16.6 The arbitration board shall determine its own procedure but must give full opportunity to all parties to present evidence and to be heard.
- 16.7 The arbitration board must not change, amend, or alter any of the terms of this Agreement. All grievances or differences submitted shall present an arbitrable issue under this Agreement, and must not depend on or involve an issue or contention by either party that is contrary to any provisions of this Agreement or that involves the determination of a subject matter not covered by, or arising during the term of this Agreement.
- 16.8 The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any teacher affected by it. If there is not a majority, the decision of the chairman governs and it shall be deemed to be the award of the arbitration board.
- 16.9 The arbitration board shall give its decision no later than 14 days after the appointment of the chairman, however, this time period may be extended by written consent of the parties. Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the chairman.
- 16.10 The time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays, statutory holidays and vacation periods.
- 16.11 If, at any stage of the procedure (except in respect of appointing persons to the board) the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.
- 16.12 Any of the time limits in the grievance procedure may be extended at any stage upon the written consent of the parties.

## **17. EMPLOYMENT**

### **17.1 Involuntary Transfer**

- 17.1.1 Unless the teacher agrees, a teacher cannot be transferred to a school, which is more than 50 km away from their present school.

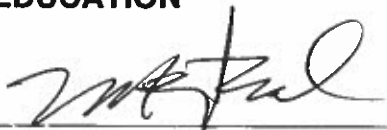


**17.2 Union Use of School Jurisdiction Property**

17.2.1 School Jurisdiction facilities used by teachers for Association business are to be reimbursed at the customary charge to other external users.

**IN WITNESS WHEREOF** the parties have executed this Agreement this \_\_\_\_ day of March, 2019.

**ON BEHALF OF THE BOARD OF TRUSTEES FOR THE MEDICINE HAT CATHOLIC BOARD OF EDUCATION**



RICHARD (DICK) MASTEL  
BOARD CHAIR



GREG MACPHERSON  
SECRETARY TREASURER

**ON BEHALF OF THE ALBERTA TEACHERS' ASSOCIATION**



**New Letter of Understanding #1 – Trial Program on Time Off for Compression**

1.1 This Letter of Understanding is made pursuant to Article 8 of the collective agreement (Conditions of Practice). The parties agree that where teacher instructional time is compressed and where current collective agreements are silent, teachers will receive time off in relation to the additional time worked as provided for in the chart below. Days will be rounded to the nearest 0.25 for this calculation. It is recognized by both parties that flexibility is required to maintain the calendar for the School Jurisdiction but also provide assurance for teachers that increases in the length of instructional days may result in associated time off for teachers.

	<b>Maximums</b>		
	<b>Instructional</b>	<b>Non Instructional</b>	
		<b>Total Days</b>	
	190	10	200
	189	11	200
	188	12	200
	187	13	200
	186	14	200
	185	15	200
	184	16	200
<b>Base</b>	<b>183</b>	<b>17</b>	<b>200</b>
	182	17.5	199.5
	181	18	199
	180	18.5	198.5
	179	19	198
	178	19.5	197.5
	177	20	197
	176	20.5	196.5
	175	21	196
	174	21.5	195.5
	173	22	195
	172	22.5	194.5
	171	23	194
	170	23.5	193.5

1.2 For the purpose of this collective agreement and notwithstanding the provisions of the School Act, Teachers' Convention is counted as a non-instructional day.

1.3 The trial program will take place during the 2017-18 school year and expires on August 31, 2018, notwithstanding that the collective agreement is bridged by operation of law.

## **New Letter of Understanding # 2 – Me Too Clause/Increase Modifier**

1. For the purposes of this Letter of Understanding only, the following definitions apply:
  - 1.1 “comparator agreement” means the provincial collective agreements listed below for the period commencing April 1, 2017:
    - Government of Alberta and the Alberta Union of Provincial Employees respecting the Locals 1, 2, 3, 4, 5, 6 and 12
    - Alberta Health Services and United Nurses of Alberta
    - Alberta Health Services and the Health Sciences Association of Alberta
    - Alberta Health Services and Alberta Union of Provincial Employees – Auxiliary Nursing
    - Alberta Health Services and Alberta Union of Provincial Employees – General Support Services
  - 1.2 “first year” means with respect to a comparator agreement the period from April 1, 2017 to March 31, 2018.
  - 1.3 “second year” means with respect to a comparator agreement the period from April 1, 2018 to March 31, 2019.
  - 1.4 “general salary increase” means a salary increase percentage applied to all steps of all grids of a comparator agreement.
  - 1.5 For greater certainty, “general salary increase” does not include market supplements or adjustments, grid adjustments, signing bonuses, reclassifications, changes to benefit premium cost sharing, new benefits or any other form of compensation whatsoever other than a common percentage increase applied to all steps of all grids applicable to each bargaining unit. It includes only such general salary increases negotiated, prior to a strike or lockout, and does not include any increases resulting from a voluntary interest arbitration award, a disputes inquiry board recommendation, or a settlement during or following a strike or lockout.
  - 1.6 “Lump sum payment” means a one-time payment, consistent with other one-time payments sometimes referred to as signing bonuses. “Lump sum payment” explicitly does not include the continuation or renewal of lump sum payments currently provided in existing comparator agreements between employers and unions listed in Clause 1.1 of this Letter of Understanding.

2. *If a general salary increase(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) exceeds 0%, the general salary increase(s) negotiated under that comparator agreement will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay of the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one general salary increase is negotiated for comparator agreements, the increases shall not be compounded across multiple comparator agreements, however, the total highest such general salary increase(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*
3. *If a new lump sum payment(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) is negotiated, the newly negotiated lump sum payment(s) negotiated under that comparator agreement will be applied to the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one newly negotiated lump sum payment is negotiated for comparator agreements, the lump sum payments shall not be compounded across multiple comparator agreements, however, the total highest of such lump sum payment(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*
4. *This Letter of Understanding expires on August 31, 2018 and will not be extended beyond that date notwithstanding that the collective agreement is bridged by operation of law. This Letter of Understanding will not apply to a general salary increase or lump sum payment for a comparator agreement negotiated to be effective after August 31, 2018.*

**New Letter of Understanding #3 – Classroom Improvement Fund (CIF) Grant Program**

1. *Each School Jurisdiction will establish a committee to support the CIF grant program. CIF committees will be composed of equal number of School Jurisdiction representatives, appointed by the School Jurisdiction or designate, and teacher representatives, appointed by the Association. Teacher representatives must be employed by the School Jurisdiction. CIF committees will have a minimum of six (6) and maximum of ten (10) equal representatives total. CIF committee may meet as viewed necessary, but shall meet at least once in the 2017-18 school year.*
2. *CIF committees will be responsible for reviewing and prioritizing proposals and agreeing to the distribution of the CIF grant funds available for that School Jurisdiction. The committee will be responsible to prioritize proposals based on classroom needs and approve CIF allocation of resources up to the funds available for that School Jurisdiction.*
3. *A majority of the CIF committee members must agree in order to advance a proposal for a CIF grant.*
4. *The School Jurisdiction must forward agreed-upon CIF proposals to Alberta Education. The decisions of the CIF committee is not subject of a grievance under this collective agreement.*