

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

**LAKELAND ROMAN CATHOLIC SEPARATE
SCHOOL DISTRICT NO 150**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2016 to AUGUST 31, 2018

This collective agreement is made this 8 of March 2019 between Lakeland Roman Catholic Separate School District No. 150 (Employer) 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.

WHEREAS the terms and conditions of employment *and the salaries* of teachers have been subject of negotiations between the Parties, and

WHEREAS the Parties desire that these matters be set forth in a Collective Agreement;

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH THAT THE PARTIES AGREE AS FOLLOWS:

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 Employer excepting those positions agreed to be excluded in local bargaining between the Employer and the Association.*

1.2 Excluded Positions

1.2.1 Notwithstanding Clause 1.1, the following shall be excluded from this Collective Agreement:

1.2.1.1 Superintendent

1.2.1.2 Deputy and/or Assistant Superintendent/Associate Superintendent

1.2.1.3 Director of Technology Services

1.2.1.4 Director of Human Resources

1.2.2 Effective November 1, 2018, notwithstanding clause 1.1, the following shall be excluded from this Collective Agreement:

1.2.2.1 Superintendent

1.2.2.2 Deputy Superintendent(s)

1.2.2.3 Assistant Superintendent(s)

1.2.2.4 Associate Superintendent(s)

1.2.2.5 Director(s)

- 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 Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*
- 1.4 *The Employer retains all management rights, unless otherwise provided by the expressed terms of this Collective 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 **Teacher Board Advisory Committee**
 - 1.8.1.1 The Parties hereby recognize that basic to the proper management and administration of a school system is the Employer's right and responsibility to formulate and adopt policies and regulations.
 - 1.8.1.2 The Employer and the teachers under its jurisdiction, recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between the Employer members, teachers and administration.
 - 1.8.1.3 The Parties thereby agree that there shall be established a Teacher Board Advisory Committee for the purpose of communicating and considering matters of general local concern related to school affairs including proposed educational policy changes and changes in conditions of professional service.

- 1.8.1.4 The Teacher Board Advisory Committee may make recommendations to the teachers and to the Employer only on items of policy not under negotiations. The committee shall not deal with Collective Agreement interpretations/ grievance matters nor discuss the modification of the Collective Agreement. No agreement, decisions or action of the committee shall be construed by any Party as an interpretation or modification of this Collective Agreement.
- 1.8.1.5 The Teacher Board Advisory Committee shall consist of one teacher from each school, designated Employer member(s), and the superintendent or his/her designate.
- 1.8.1.6 This Committee shall meet initially within the first two months of the school year. Further meetings shall be upon the request of either Party.

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 an Employer 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 an Employer shall meet and commence collective bargaining not more than 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

- 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 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 Employer 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 Employer 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 **Effective September 1, 2018, the Employer shall pay teachers, other than substitute teachers, monthly, 1/12 of their salary and**

any applicable allowances, on or before the 25th day of each month.

3.1.2 Effective September 1, 2018, substitute teachers shall be paid by the 10th day of the month following the month in which the substitute teacher has rendered service in one of the schools of the Employer.

3.2 Grid

3.2.1 Effective September 1, 2016

Years of Experience	Education			
	3	4	5	6
0	48,762	59,379	62,779	66,397
1	51,214	63,224	66,615	70,234
2	53,661	67,058	70,451	74,072
3	56,112	70,900	74,297	77,914
4	58,568	74,736	78,138	81,756
5	61,014	78,578	81,979	85,598
6	63,467	82,425	85,821	89,429
7	65,916	86,257	89,655	93,273
8	68,378	90,094	93,491	97,111
9	70,824	93,941	97,336	100,945

3.2.2 Year 3 of education will be eliminated from the Collective Agreement effective September 1, 2017. All teachers who currently receive an annual salary under Category 3 will be appointed to the step within the fourth year that is nearest to, but not less than, the teacher's current annual salary. If that step on

the grid is not C4MAX, the teacher is eligible for grid movement on the basis of experience increments.

3.2.3 Effective September 1, 2017

Years of	Education		
	4	5	6
0	59,379	62,779	66,397
1	63,224	66,615	70,234
2	67,058	70,451	74,072
3	70,900	74,297	77,914
4	74,736	78,138	81,756
5	78,578	81,979	85,598
6	82,425	85,821	89,429
7	86,257	89,655	93,273
8	90,094	93,491	97,111
9	93,941	97,336	100,945

3.3 Education

3.3.1 The evaluation of teacher education for salary purposes shall only be that determined by a Statement of Qualifications issued by the Association Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by memorandum of Agreement amongst the Department of Education, the Association, and the Alberta School Trustees' Association dated March 23, 1967.

3.3.2 Placement on the salary schedule shall be according to the number of full years of teacher education at the first day of each

school year or on commencement of employment and/or on February 1st.

3.3.3 TQS Evaluation

3.3.3.1 Each teacher claiming additional teacher education, and each teacher commencing employment with the Employer, shall supply a Teacher Qualification Service (TQS) evaluation to the Employer within forty-five (45) calendar days from commencement of the school year or from the date of commencement of employment.

Until the Employer receives a satisfactory TQS evaluation, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for the teacher's teaching certificate.

3.3.3.2 If a satisfactory evidence or proof of having applied to TQS is submitted to the Employer within the forty-five (45) calendar days and a subsequent satisfactory TQS evaluation is received, salary shall be adjusted retroactive to the date of commencement. Satisfactory evidence of submission shall include evidence that all documentation necessary for TQS evaluation purposes has been submitted to TQS within the forty-five (45) day calendar period noted herein. While it is expected that actual provision of transcripts will be provided along with other requirements, a receipt, as proof of request for transcripts and dated within the forty-five (45) day period, shall be accepted. If a satisfactory evidence or proof of having applied to TQS is not submitted to the Employer within the 45 calendar days and a subsequent TQS supports a higher placement, salary shall be adjusted effective the beginning of the month following Employer receipt of the satisfactory TQS evaluation.

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 an Employer may be carried over for calculation of experience increments in the following school year with that same Employer.*
- 3.4.4 Provisions 3.4.1 through 3.4.4 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 an Employer being carried over for calculation of experience increments in the 2017-18 school year with that same Employer.*
- 3.4.5 The number of years of teaching experience earned by a teacher prior to engagement by the Employer is counted as if it had been teaching experience in schools under the Employer's jurisdiction. For initial grid placement purposes, the Employer shall recognize partial years of experience with previous Boards provided that such experience equals a minimum of 120 teaching days as per 3.4.6.*
- 3.4.6 A teacher on contract who provides active teacher service with the Employer for a minimum equivalent of 120 teaching days shall be eligible for one teaching experience increment. Such teaching experience must be earned within two (2) consecutive years with the Employer.*
- 3.4.7 Should a substitute teacher accumulate 120 days over three (3) consecutive years, he/she shall be eligible for one year of teaching experience. [Effective September 1, 2017, this clause shall read: Should a substitute teacher accumulate 120 days over five (5) consecutive years, he/she shall be eligible for one year of teaching experience.]*
- 3.4.8 The adjustment date for the changes in the number of years allowed for teaching experience shall be on the first teaching day of the school year or the first day of February, provided however that no teacher shall receive more than one experience increment in any one school year.*

- 3.4.9 *Active teacher service excludes leaves in excess of 30 consecutive calendar days. Upon return to active service, the accumulation of teaching days recommences.*

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Administration Allowances

4.1.1 Principal

- 4.1.1.1 *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.*
- 4.1.1.2 In addition to the salary entitlements earned under the foregoing articles of the Collective Agreement, each principal shall receive an administrative allowance per school year as follows:
- 4.1.1.3 A basic allowance will be paid for each principal. The basic allowance is \$14,442.57.
- 4.1.1.4 For those principals in schools with more than 125 full-time equivalent students registered as of September 30, the principal shall receive the basic allowance and a further allowance. The further allowance is \$23.81 per FTE student.

4.1.2 Vice Principal / Assistant Principal

- 4.1.2.1 In addition to the salary entitlements earned under the foregoing articles of the Collective Agreement, each vice-principal shall receive an administrative allowance equal to half of the principals' allowance and assistant principals shall receive an administrative allowance equal to one quarter of the principals' allowance.

4.1.3 Coaching Allowance

- 4.1.3.1 *The coaching allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- 4.1.3.2 A coaching allowance of \$2,504.70 shall be divided amongst the coaches in accordance with a schedule established by the coaches and approved by the administration of the school and shall be payable during the school year. Designation of coaches shall be

approved by the administration of the school.
Assumption Junior/Senior and Notre Dame Senior High
shall receive an additional amount of \$626.18.

4.2 Acting/Surrogate Administrators – Compensation

- 4.2.1 In the absence of the principal, a person shall be designated as temporary acting principal and shall be paid 1/200 of the principal's allowance for each operational day, commencing on the eleventh consecutive day.
- 4.2.2 Effective November 1, 2018:
- 4.2.2.1 When the principal and vice principal are away from the school at the same time, the principal shall appoint a principal designate who will undertake the administrative responsibilities and do follow-up accordingly.
- 4.2.2.2 The principal designate can be a teacher or a retired Lakeland Catholic administrator.
- 4.2.2.3 When the assignment is given to a teacher, the teacher shall receive an allowance, in addition to the teacher's salary, of either \$60.00 per full day or \$30.00 per one-half day.
- 4.2.2.4 The hiring of a substitute teacher for the staff member acting as principal designate shall be at the discretion of the principal of the school

4.3 Teachers with Principal Designations

- 4.3.1 *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 Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.3.2 *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 Employer 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.

4.3.3 *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 Employer must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

4.4 Other Administrator Conditions

4.4.1 *Lieu Days: The Employer shall grant each principal, vice-principal, and assistant principal five (5) days of leave per school year without loss of pay with scheduling by agreement with the Superintendent.*

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 *The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

5.1.3 *A teacher employed as a substitute teacher shall be paid \$206.37 per day, including vacation pay.*

5.1.4 *A teacher employed as a substitute teacher shall be paid as follows:*

(i) Substitute teachers who teach for a half day or less will be paid 50% of the full day rate.

(ii) Substitute teachers who teach for greater than a half day will be paid the full day rate.

5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid: A teacher substituting for four (4) or more consecutive full-time equivalent days for the same teacher shall be paid according to grid position retroactive to the first day.*

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

5.3 Other Substitute Teacher Conditions

5.3.1 Effective November 1, 2018:

5.3.1.1 In the event that a substitute teacher's assignment is cancelled by the Employer and notice of such cancellation is not transmitted to the substitute teacher prior to 6:00 PM on the day prior to the assignment, the substitute teacher shall report to work as directed by the Employer and carry out those duties that are assigned to the substitute teacher by the Employer.

5.3.1.2 The provisions of clause 5.3.1.1 shall not apply where the cancellation of assignment is due to inclement weather, cancellation of classes, school closure for any reason, or if another assignment is offered by the Employer for the same date as the cancelled assignment.

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.*

6.2 A part-time teacher shall mean a teacher employed under a contract of employment with the Employer, whose assignment is less than that of a full-time teacher.

6.3 Other Part-time Teacher Conditions

6.3.1 The Employer may provide a part-time assignment to a teacher with a full-time continuous contract, upon the teacher's request.

7. GROUP BENEFITS

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

7.1.1 Alberta School Employee Benefits Plan (ASEBP) Life Insurance, Accidental Death, Dismemberment and Extended Disability

Benefits - Schedule 2 and Plan D or Equivalent—*The Employer shall contribute the monthly premium payable per eligible teacher.*

7.1.2 ASEBP Extended Health Care Benefits - Plan 1 or Equivalent—*The Employer shall contribute the monthly premium payable per eligible teacher.*

7.1.3 ASEBP Dental Care Benefits - Plan III or Equivalent—*The Employer shall contribute the monthly premium payable per eligible teacher.*

7.1.4 ASEBP Vision Care - Plan III-or Equivalent—*The Employer shall contribute the monthly premium payable per eligible teacher.*

7.1.5 Alberta Health Care Insurance Plan—*The Employer shall contribute the monthly premium payable per eligible teacher.*

7.2 Group Benefits Eligibility

7.2.1 Membership in group insurance plans operated by the Employer shall be a condition of employment of all eligible teachers. However, where there is duplication of benefit because the spouse of a teacher has the benefit plans, the teacher may be exempt from the condition of employment.

7.2.2 *No premiums are payable by the Employer when leaves of absence for more than one month have been granted.*

7.3 Health Spending Account

7.3.1 *The Employer shall make an annual contribution of \$650 for each teacher to the health spending account administered by ASEBP (or equivalent plan) as allowed by the Canada Revenue Agency (CRA) and income, tax regulations for the benefit of the teacher and his/her spouse and dependents.*

7.3.2 *Teachers leaving the employ of the Employer will forfeit any remaining balance, subject to the run off provisions as per CRA regulations.*

7.3.3 *In this article "eligible teacher" means any teacher on a continuing, probationary or temporary contract during the year. For temporary contract teachers, 1/12 of the annual contribution will be deposited for each full month the teacher is under contract.*

7.4 Other Group Benefits

7.4.1 Employment Insurance Premium Reduction

7.4.1.1 Payments made toward benefit plans by the Employer shall permit the Employer to retain and not pass on to teachers any rebates of premiums otherwise required under Canada Employment and Immigration Commission (previously, Unemployment Insurance Commission) regulations.

7.4.2 Subrogation

7.4.2.1 (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 Judgment Interest Act*, SA 2000, c.J-1 and amendments and regulations thereto.

(c) 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 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.

7.4.2.2 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 his/her 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.

7.4.2.3 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 share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.

7.4.2.4 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 share of legal fees payable thereon by the teacher to his/her solicitor with respect to such recovery.

7.4.2.5 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 this Article 7.4.2.

7.4.2.6 In exercising any of its rights under Article 7.4.2, the Employer 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 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*

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 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 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 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.

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 Sabbatical Leave

9.2.1 *Sabbatical leave shall mean leave of absence granted by the Employer on application by a teacher for study approved by the*

Employer for improving the teacher's academic or professional education.

- 9.2.2 To be eligible for sabbatical leave under clause 9.2.1, the teacher shall have served the Employer for six (6) years.
- 9.2.3 A teacher who is granted sabbatical leave shall give an understanding in writing to return to his/her duties following expiration of his/her 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 resumption of his/her duties. In the event that this condition is not met, the teacher shall repay the Employer for the Employer costs of the leave, in full or, if there is a partial period of return to work, pay the costs on a pro rata basis.
- 9.2.4 All applications for sabbatical leave shall be submitted to the Employer by March 1 preceding the school year in which the sabbatical leave is to commence.
- 9.2.5 The Employer shall determine, in its sole discretion, both the number and the persons to be granted sabbatical leave of absence after considering the seniority of each applicant and the interests of the school system.
- 9.2.6 A teacher who is granted sabbatical leave for the year shall receive as salary, a minimum of \$16,000.00 for that year, payable in equal monthly installments on the last day of each month.
- 9.2.7 A period of sabbatical leave shall be considered as an equal period of classroom service for the purpose of determining service and salary status.
- 9.2.8 Upon resumption of duties, the teacher shall be returned to a position no less favorable than the one which he or she enjoyed before the leave was taken.

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 because of accident, sickness or disability according to the following schedule:*
 - (i) *In the first year of service with the Employer –twenty (20) school days, at a rate of two (2) days per month.*

(ii) In the second year of service with the Employer - the unused portion of the days from year one plus twenty (20) school days, at a rate of two (2) days per month.

(iii) During the third and subsequent years of service with the Employer, annual sick leave will be granted for ninety (90) calendar days.

- 10.2 *After ninety (90) calendar days of continuous illness due to medical disability, no further salary shall be paid and the ASEBP shall take effect.*
- 10.3 *Where a teacher has suffered an illness and/or has received benefit under the provision of ASEBP (Plan D) and has been granted sick leave benefits in accordance with clause 10.1(iii), the teacher shall be entitled to additional sick leave benefits in the current school year in accordance with clause 10.1(iii) upon resumption of full-time duty.*
- 10.4 For absences due to illness on three or more consecutive days, a statement verifying illness and signed by a qualified physician may be required by the Employer. However, the Employer may request the opinion of a second qualified physician.

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1 Maternity Leave/Parental Leave/Adoption Leave

11.1.1 Maternity Leave

11.1.1.1 *Maternity leave shall be for a maximum of fifteen (15) weeks.*

11.1.1.2 *Each teacher shall endeavor to notify the Employer of her leave requirements three months in advance, however, she shall give the Employer at least six (6) weeks' notice of the day on which she intends to commence maternity leave. Such notice shall be in writing.*

11.1.1.3 *Prior to the commencement of maternity leave the teacher shall access sick leave for any health-related absence related to the teacher's pregnancy.*

11.1.1.4 *Upon commencement of maternity leave the teacher agrees to apply for employment insurance benefits and to access the Employer's SUB plan for the health-related portion of her maternity leave. The payment of such benefits shall commence on the date of birth, or the date of eligibility for employment insurance, if later than the date of the birth and will continue during the*

health-related portion of the maternity leave until the teacher's available sick leave is exhausted, or for a maximum of thirteen (13) weeks, whichever event first occurs. Pre-delivery health-related leave and SUB plan payments shall not exceed thirteen (13) weeks.

11.1.1.5 *Payment under the SUB plan, when combined with employment insurance benefits shall be equivalent to 100% of the teacher's salary.*

11.1.1.6 *The teacher shall provide a medical certificate respecting the health-related portion of her maternity leave.*

11.1.1.7 *Maternity leave shall be without payment and contribution to benefit premiums except as provided in clauses 11.1.1.3 and 11.1.1.4.*

11.1.1.8 *The teacher shall provide the Employer with four (4) weeks' notice of her intention to return to her duties.*

11.1.2 Parental Leave

11.1.2.1 *The Employer shall grant parental leave, without salary and without Employer contributions to health plan benefits, to a teacher in the following circumstances:*

11.1.2.2 *(a) in the case of a teacher entitled to maternity leave, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the teacher's maternity leave; in the case of a parent who is employed by the Employer, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth; in the case of an adoptive parent who is employed by the Employer, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent.*

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

11.1.2.4 Notice of Parental Leave

(a) A teacher must give the Employer six (6) weeks of notice of the date the teacher will start parental leave unless: the medical condition of the birth mother or child makes it impossible to comply with this requirement; or the date of the child's placement with the adoptive parent was not foreseeable.

(b) If the teacher cannot comply with the written notice requirement for any of the reasons stated under subsection 11.1.2.4(a), the teacher must give the Employer written notice at the earliest possible time of the date that the teacher will start or has started parental leave.

11.1.2.5 Notice of Resumption of Employment

(a) A teacher who wishes to resume working on the expiration of a maternity leave or parental leave shall give the Employer four (4) weeks written notice of the date on which the teacher intends to resume work and, in no event not later than four (4) weeks before the end of the leave period to which the teacher is entitled, or four (4) weeks before the date on which the teacher has specified as the end of the teacher's leave period, whichever is earlier.

(b) A teacher returning from maternity leave or parental leave is entitled to a teaching position with the Employer. The Employer, in its sole discretion, shall when possible, return the teacher to the position held prior to the leave.

11.2 Benefits—Prepayment or Repayment of Premiums During Unpaid Portion of Leave

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 Employer to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing Collective Agreement, for a period of up to twelve (12) months.

11.2.3 Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer

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 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 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 Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer 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 *The teacher may, for personal reasons, and with prior notification to the school administration, be absent from duties for two (2) days per school year. The first day is without loss of pay and the second day is with the deduction from his/her salary of 50% of the cost of a substitute as per clause 5.1.*
- 12.2 *Unused personal leave will accumulate to the credit of each teacher to a maximum of five (5) days at a rate of two unused personal leave days per school year. Accumulated days used are less the cost of a substitute.*
- 12.3 *Two (2) or more consecutive days of personal leave may be taken with the agreement of the principal of the school.*
- 12.4 *To qualify for one day personal leave entitlement, an employee must have a minimum contract of five continuous months in a school year with this Employer. Such employees may use the personal day in advance of completing five continuous months of employment. However, if they leave prior to completion of the five month period, the cost of the personal leave day advanced shall be recovered from their final pay cheque at 1/200 of their salary.*

13 ASSOCIATION LEAVE AND SECONDMENT

- 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 his/her behalf while on secondment under this clause.*

14. OTHER LEAVES

14.1 Critical Illness and Bereavement Leave

- 14.1.1 A teacher shall be granted a leave of absence without loss of pay in the case of critical illness of the following immediate family members of the teacher: spouse, son, daughter, father or mother, up to a maximum of three (3) teaching days. A statement, provided by a qualified physician, certifying the critical nature of the illness, may be required by the Employer. However, the Employer at its discretion, may grant such leaves for more than three (3) days.
- 14.1.2 Furthermore, a teacher shall be granted a leave of absence without loss of pay in case of death of the following relative of either teacher or teacher's spouse: immediate family members, spouse, son or daughter, parent, brother or sister, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, up to a maximum of five (5) teaching days.

- 14.1.3 A teacher shall be granted a leave of absence for no more than one (1) day in total per school year, without loss of pay, in the event of a death of one of the following: aunt, uncle, niece, nephew, cousin or close personal friend.

14.2 Parental Leave

- 14.2.1 A teacher shall be granted, upon request, up to two (2) operational days' leave with pay at the time of the birth of his child during the school year, with the time to be taken within two calendar days, from either of:

- (i) the date of birth, or
- (ii) the date of the mother's release from hospital.

- 14.2.2 Effective November 1, 2018, a teacher shall be granted, upon request, up to two (2) operational days of leave with pay to attend to matters occurring on the date that the teacher receives his/her adoptive child.

14.3 Jury Duty, Court Summons or Subpoena Leave

- 14.3.1 Leave of absence without loss of pay shall be granted:

- (a) For jury duty or any summons related thereto;
- (b) To answer a subpoena or summons to attend, as a witness, in any proceeding authorized by law to compel the attendance of witnesses, providing that the jury fee or court stipend is returned to the Employer.

14.4 Family Medical Leave

- 14.4.1 A maximum of three (3) days per school year shall be granted with full pay for family medical treatment *provided that the teacher's accumulated number of sick leave credits, as granted by clause 10.1 for teachers in the first two (2) years of service with the Employer is reduced by a corresponding amount.*

- 14.4.2 Effective November 1, 2018, in addition to the provisions of clause 14.4.1, a maximum of one (1) day per school year shall be granted with full pay for family medical treatment.

- 14.4.3 Additional days may be granted upon a request at the discretion of the Employer.

14.5 Discretionary Leave

14.5.1 *Additional leaves of absence may be granted by the Employer, with pay and with benefits, with pay and without benefits, without pay and with benefits, or without pay and without benefits, at the discretion of the Employer.*

14.6 Convocation Leave

14.6.1 Effective November 1, 2018, the Employer shall grant no more than two (2) teaching days in any school year for the teacher to attend a post-secondary convocation in which the teacher or the teacher's spouse or child is participating as a degree or diploma recipient.

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 Employer calendar on which teachers are scheduled to work.*

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

15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*

- a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
 - b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.7 *The written notice shall contain the following:*
- a) *A statement of the facts giving rise to the difference,*
 - b) *The central item or items relevant to the difference,*
 - c) *The central item or items and the non-central item or items, where the difference involves both, and*
 - d) *The remedy requested.*
- 15.8 *The written notice must be served on the other Party to the difference within thirty (30) operational days of when the grieving Party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*
- 15.9 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days to discuss the difference or at such later date that is mutually agreeable to the Parties. By mutual agreement of TEBA and the Association, representatives of the Employer 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 Employer, and any affected teacher or teachers.*
- 15.11 *If the difference is not resolved, the grieving Party may advance the difference to arbitration by notice to the other Party within fifteen (15) operational days of the meeting.*
- 15.12 (a) *Each Party shall appoint one member as its representative on the Arbitration Board within 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 Employer rectify any failure to comply with the Collective Agreement.*
- b) An affected Employer 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 Employer.*
- 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 an employee covered by this Collective Agreement and the Employer, or in a proper case between the local of the Association and the Employer concerning the interpretation, application, operation, or alleged violation of this Collective Agreement and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work:

16.2 STEP A

Such difference (hereinafter called "a grievance") shall first be discussed by the aggrieved within 10 calendar days from the date of the incident giving rise to the grievance or from the date the aggrieved first had knowledge of the incident, whichever is later, with the Secretary-Treasurer, with the objective of resolving the matter informally.

16.3 STEP B

If the aggrieved is not satisfied with the disposition of his/her grievance, or if no decision has been rendered within three (3) school days after the presentation of the grievance, the aggrieved shall file the grievance in writing with the Secretary-Treasurer of the Employer and provide a copy of the grievance to the Local Association President. Such written submission shall be made within five (5) school days after the grievance was first presented. Such submission shall set out the nature of the grievance, the articles of this Collective Agreement which is alleged have been violated, and the remedy sought.

16.4 STEP C

If no decision has been rendered within five (5) school days after submitting the written grievance, the aggrieved, or the local of the Association as the case may be, shall submit his/her grievance to a grievance committee as hereinafter provided. Such grievance committee shall be composed of two (2) representatives of the Employer and two (2) representatives of the Association. A quorum of this committee shall consist of all members.

The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within twenty-one (21) calendar 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 majority decision as to the disposition of any grievance, that decision shall be final and binding.

16.5 STEP D

16.5.1 If the grievance committee does not reach a majority 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 as hereinafter provided. Such notice must be given within ten (10) calendar days after the date of the aforesaid twenty-one (21) calendar day limit expires or the date the

grievance committee renders other than a unanimous decision, whichever is shorter.

- 16.5.2 In a proper case, the Employer or the Local may institute a grievance and shall submit it within ten (10) calendar days of the act giving rise to the grievance, or from the date on which it reasonably came to the attention of the aggrieved. The particulars shall be forwarded in writing by the Employer to the Local or the Local to the Employer, as applicable. The respondent shall render a written decision within ten (10) calendar days. In the event that the respondent's decision fails to resolve the matter, either Party may, by written notice within ten (10) calendar days of receipt of the decision, require the establishment of an Arbitration Board as hereinafter provided.
- 16.5.3 Each Party shall appoint one member as its representative on the Arbitration Board within seven (7) calendar days of such notice and shall so inform the other Party of its appointee. The two members so appointed shall within five (5) calendar 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, any Party may request the Director of Mediation Services to make the necessary appointment.
- 16.5.4 The Arbitration Board shall determine its own procedure but shall give full opportunity to all Parties to present evidence and to be heard.
- 16.5.5 The Arbitration Board shall not change, amend or alter any of the terms of this Collective Agreement. All grievances or differences submitted under this Collective Agreement shall not depend on or involve an issue of contention by either Party that is contrary to any provision of this Collective Agreement or that involves the determination of a subject matter not covered by, or arising during the term of this Collective Agreement.
- 16.5.6 The findings and decisions of a majority of the Arbitration Board are the award of the Arbitration Board and are final and binding upon the Parties and upon any employee affected by them. 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.
- 16.5.7 The Arbitration Board shall give its decision not later than fourteen (14) calendar days after the appointment of the Chairman,

provided however, that this time period may be extended by written consent of the Parties.

16.5.8 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.

16.5.9 All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.

16.5.10 In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the Arbitration Board) a Party fails to take necessary action within the time limits specified, the grievance shall be deemed to be at an end.

16.6 Any of the aforesaid time limits may be extended at any stage upon the written consent of the Parties.

IN WITNESS WHEREOF the parties have executed this agreement this

8 day of March, 2019.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE ASSOCIATION

Joni A. ...

Sandi Jellies

Rene Bauer

Michelle Drapak

Mary A. ...

Scott ...

...

...

...

...

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 Employer but also provide assurance for teachers that increases in the length of instructional days may result in associated time off for teachers.

	Maximums	
	Instructional Days	Non Instructional Days
190	10	200
189	11	200
188	12	200
187	13	200
186	14	200
185	15	200
184	16	200
Base 183	17	200
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 Employer will establish a committee to support the CIF grant program. CIF committees will be composed of equal number of Employer representatives, appointed by the Employer or designate, and teacher representatives, appointed by the Association. Teacher representatives must be employed by the Employer. 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 Employer. 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 Employer.*
3. *A majority of the CIF committee members must agree in order to advance a proposal for a CIF grant.*
4. *The Employer 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.*

Letter of Understanding #4 – Guidance / Counselling Position(s)

It is recognized that the organizational changes have resulted in a phase out of the teacher occupied positions of Guidance/ Counselling positions and that as of the date of signing of this letter (February 4, 2013) there remains one recognized incumbent performing a portion of the role as originally established. However, the School District agrees that on a present incumbent only basis, that incumbent will continue to receive an allowance of \$1,006.88 per year until the incumbent ceases to perform those duties, or assumes other responsibilities, positions or leaves the employment of the Employer.

The counselling allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

Addendum

The Employer and the Association agree that the following coordinator positions allowances are excluded from the Collective Agreement:

- (1) French Coordinator
- (2) Religious Coordinator
- (3) Instruction Program Coordinator