

# **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 RED DEER SCHOOL DIVISION**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**

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



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This collective agreement is made this \_\_\_\_\_ of \_\_\_\_\_, 2023 between The Red Deer School Division, herein called the "School Division" and The Alberta Teachers' Association, herein called the "Association".

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

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

**WHEREAS** such teachers' terms and conditions of employment and their salaries have been subject to negotiations between the parties, and

**WHEREAS** the parties desire that these matters be set forth in an agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH:**

**1. APPLICATION / SCOPE**

- 1.1 *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the School Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the School Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
- 1.2 Excluded Positions
  - 1.2.1 Superintendent
  - 1.2.2 Deputy Superintendent
  - 1.2.3 Associate Superintendents
  - 1.2.4 Assistant Superintendents
  - 1.2.5 Director of Community Relations
- 1.3 *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
  - 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective*

*agreement with respect to central terms; and*

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

1.5 *Role of TEBA*

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

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

1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms*

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

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

1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*

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

1.10 *All provisions of this collective agreement shall be read to be gender neutral.*

1.11 *It is agreed that the executive of the ATA Local No. 60 shall be informed of any changes to the School Division Policy Handbook, except for those policies dealing with School Division governance and operations and personnel policies relative to non-association staff, at least fifteen (15) operational days prior to those changes being effective.*

**2. TERM**

2.1 *The term of this collective agreement is September 1, 2020 to August 31, 2024. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2024.*

**2.2 List Bargaining**

2.2.1 *Negotiations regarding the list of central and local matters must commence not less than six (6) months and not more than eight (8) months before the expiry*

*of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*

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

### **2.3 Central Matters Bargaining**

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

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

### **2.4 Local Bargaining**

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

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

### **2.5 Bridging**

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

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

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

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

### **2.6 Meet and Exchange**

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

*exchange details of all amendments sought.*

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

## **2.7 Opening with Mutual Agreement**

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

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

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by the School Division, the School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five (5) months. Nothing in this article prevents the School Division from providing the information on a more frequent basis.*
- 2.8.2 *The School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30 but no later than the last operational day in December:*
- 2.8.2.1 *Teacher distribution by salary grid category and step as of September 30;*
  - 2.8.2.2 *Health Spending Account (HSA) / Wellness Spending Account (WSA) / Registered Retirement Savings Plan (RRSP) utilization rates;*
  - 2.8.2.3 *Most recent School Division financial statements;*
  - 2.8.2.4 *Total benefit premium cost;*
  - 2.8.2.5 *Total substitute teacher cost; and,*
  - 2.8.2.6 *Total allowances cost.*

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

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

2.8.1.1 *name;*

2.8.1.2 *certificate number;*

2.8.1.3 *home address;*

2.8.1.4 *personal home phone number;*

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

2.8.1.6 *contract type;*

2.8.1.7 *full-time equivalency (FTE); and,*

2.8.1.8 *salary grid placement.*

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

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

2.8.2.1 *HSA / WSA / RRSP utilization rates;*

2.8.2.2 *Most recent School Division financial statements;*

2.8.2.3 *Total benefit premium cost;*

2.8.2.4 *Total substitute teacher cost;*

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

2.8.2.6 *Total other allowance cost; and,*

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

**3. SALARY**

**3.1 Salary Pay Date / Schedule**

- 3.1.1 *Payments will be made on the 25 day of each month, with the exception of December.*
- 3.1.2 *For the month of December, teachers shall receive their pay on the last school day prior to the Christmas break.*
- 3.1.3 *The School Division will make salary payments by way of an electronic deposit system.*

**3.2 Grid**

- 3.2.1 *The School Division shall pay all teachers in its employ the salaries and allowances as herein set forth.*
- 3.2.2 *The years of teacher education of a teacher and the years of teaching experience shall together determine the annual rate of salary to be paid to each teacher employed by the School Division. One (1) month's salary shall be considered to be one-twelfth (1/12) of the annual salary rate applicable in that month. Teachers leaving the employ of the School Division at the end of the school year shall receive their July and August payments in June of that year.*
- 3.2.3 *Salary rates and the experience increments for each year of teacher education are set forth in the following table:*

3.2.3.1 *Effective until June 9, 2022*

<b>Experience</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>1</b>	\$ 59,555	\$ 63,007	\$ 66,760
<b>2</b>	\$ 63,410	\$ 66,862	\$ 70,615
<b>3</b>	\$ 67,265	\$ 70,718	\$ 74,471
<b>4</b>	\$ 71,121	\$ 74,572	\$ 78,326
<b>5</b>	\$ 74,976	\$ 78,429	\$ 82,181
<b>6</b>	\$ 78,832	\$ 82,283	\$ 86,036
<b>7</b>	\$ 82,686	\$ 86,139	\$ 89,893
<b>8</b>	\$ 86,542	\$ 89,994	\$ 93,747
<b>9</b>	\$ 90,398	\$ 93,850	\$ 97,603
<b>10</b>	\$ 94,253	\$ 97,705	\$ 101,457



3.2.3.2 *Effective June 10, 2022, point five per cent (0.50%) Increase*

<b>Experience</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>1</b>	\$ 59,853	\$ 63,322	\$ 67,094
<b>2</b>	\$ 63,727	\$ 67,196	\$ 70,968
<b>3</b>	\$ 67,601	\$ 71,072	\$ 74,843
<b>4</b>	\$ 71,477	\$ 74,945	\$ 78,718
<b>5</b>	\$ 75,351	\$ 78,821	\$ 82,592
<b>6</b>	\$ 79,226	\$ 82,694	\$ 86,466
<b>7</b>	\$ 83,099	\$ 86,570	\$ 90,342
<b>8</b>	\$ 86,975	\$ 90,444	\$ 94,216
<b>9</b>	\$ 90,850	\$ 94,319	\$ 98,091
<b>10</b>	\$ 94,724	\$ 98,194	\$ 101,964

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

3.2.3.3 *Effective September 1, 2022, one point two-five per cent (1.25%) Increase*

<b>Experience</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>1</b>	\$ 60,601	\$ 64,114	\$ 67,932
<b>2</b>	\$ 64,524	\$ 68,036	\$ 71,855
<b>3</b>	\$ 68,446	\$ 71,960	\$ 75,779
<b>4</b>	\$ 72,370	\$ 75,882	\$ 79,702
<b>5</b>	\$ 76,293	\$ 79,806	\$ 83,624
<b>6</b>	\$ 80,216	\$ 83,728	\$ 87,547
<b>7</b>	\$ 84,138	\$ 87,652	\$ 91,472
<b>8</b>	\$ 88,062	\$ 91,575	\$ 95,393
<b>9</b>	\$ 91,986	\$ 95,498	\$ 99,317
<b>10</b>	\$ 95,908	\$ 99,421	\$ 103,239

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

3.2.3.4 *Effective September 2, 2023, two per cent (2%) Increase*

<b>Experience</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>1</b>	\$ 61,813	\$ 65,396	\$ 69,291
<b>2</b>	\$ 65,814	\$ 69,397	\$ 73,292
<b>3</b>	\$ 69,815	\$ 73,399	\$ 77,294
<b>4</b>	\$ 73,817	\$ 77,399	\$ 81,296
<b>5</b>	\$ 77,819	\$ 81,403	\$ 85,297
<b>6</b>	\$ 81,821	\$ 85,403	\$ 89,298

<b>Experience</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>7</b>	\$ 85,821	\$ 89,405	\$ 93,301
<b>8</b>	\$ 89,823	\$ 93,406	\$ 97,301
<b>9</b>	\$ 93,825	\$ 97,408	\$ 101,303
<b>10</b>	\$ 97,826	\$ 101,409	\$ 105,304

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

### **3.3 Education**

- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications School Division established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2 *The adjustment dates for increased teacher's education shall be September 1, and February 1.*
- 3.3.3 *For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four (4) years education.*
- 3.3.3.1 *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
- 3.3.3.2 *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4 *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within sixty (60) operational days from the date of completion of education or commencement of employment.*
- 3.3.4.1 *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
- 3.3.4.2 *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

### **3.4 Experience**

*Teachers shall:*

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

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

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

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

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

3.4.5 *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

*Prior Experience*

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

- a) *Until proof of experience is submitted to the Superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*
- b) *If proof or evidence of application for such proof is submitted to the Superintendent or designate within forty (40) operational days of commencement of employment, the Superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
- c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

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

3.4.8 *A teacher requesting that the School Division recognize experience earned with a previous school division shall provide to the School Division written*

*confirmation from the previous school division certifying:*

- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
- b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
- c) *The written confirmation is signed by an authorized officer of the previous school division.*

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

*Effective until June 9, 2022*

*3.4.10 Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure from the 2018–2020 Collective Agreement.*

*Effective June 10, 2022, repeal 3.4.10*

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

### **3.5 Special Consideration for Other Education and Experience**

*3.5.1 The School Division shall place a teacher at any step within the salary table, provided that:*

*3.5.1.1 this original placement is justified on the basis of approved trades training and experience in business, trade, or industry;*

*3.5.1.2 a teacher who holds one (1) or more Alberta Journeyperson's Certificates or the equivalent related to the teaching assignment, shall be granted one (1) year in teacher education on the basis of such trades qualifications in addition to actual teacher education as per Teacher Qualifications Service; and,*

*3.5.1.3 advancement after original placement will be on the basis of teacher education under clause 3.3 and teacher experience under clause 3.4.*

*3.5.2 The original placement on the salary table shall be subject the grievance procedure in article 15. Notwithstanding article 15, a grievance under this article shall be brought forth within two (2) years from the original placement.*

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

3.5.3.1. *Teachers must present valid proof of education and experience, satisfactory to the Employer/School Division, prior to this evaluation.*

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

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

*Effective until August 31, 2022*

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

*Effective September 1, 2022*

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

### **3.6 Other Rates of Pay**

3.6.1 Summer school teachers shall be paid according to the following formula:

$$\begin{array}{r} \text{Standard Teacher Cost* / 200 days per year / 9.1 hours per day} \\ = \\ \text{hourly rate of remuneration} \end{array}$$

\*Standard Teacher Cost is the amount charged to schools on a yearly basis for each full-time equivalent teacher.

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

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

4.1.1 If an allowance is to be paid to a teacher appointed to a classification which appropriately belongs within the bargaining unit, but is not provided for in the collective agreement, the amount of such allowance must be determined by negotiations with the Association prior to the appointment. The School Division

shall provide notification of any new classification to the Chair of the Teacher Welfare Committee (TWC) and the Associate Coordinator—Collective Bargaining, Teacher Employment Services.

## 4.2 Administration Allowances

4.2.1 **Principal:** In addition to the salary earned as a teacher, a principal shall receive the applicable administrative allowance according to the following schedule:

4.2.1.1 Effective until June 9, 2022

Category A	Category B	Category C*	Category D
1-15 FTE Teachers (Excluding Principal)	15.01 - 25 FTE Teachers (Excluding Principal)	25.01 - 35 FTE Teachers (Excluding Principal)	35.01+ FTE Teachers (Excluding Principal)
\$ 24,229.00	\$ 25,500.00	\$ 27,081.00	\$ 27,081.00 <b>Plus:</b> 35.01-70.00 FTE Teachers \$243.00 per teacher <b>Over 70.00 FTE Teachers</b> \$227.50 per teacher

\*Category C includes the Principal of the Alternative School Centre.

4.2.1.2 Effective June 10, 2022, point five per cent (0.50%) Increase

Category A	Category B	Category C*	Category D
1-15 FTE Teachers (Excluding Principal)	15.01 - 25 FTE Teachers (Excluding Principal)	25.01 - 35 FTE Teachers (Excluding Principal)	35.01+ FTE Teachers (Excluding Principal)
\$ 24,350.00	\$ 25,627.50	\$ 27,216.41	\$ 27,216.41 <b>Plus:</b> 35.01-70.00 FTE Teachers \$244.22 per teacher <b>Over 70.00 FTE Teachers</b> \$228.64 per teacher

\*Category C includes the Principal of the Alternative School Centre.

4.2.1.3 *Effective September 1, 2022, one point two-five per cent (1.25%) Increase*

<b>Category A</b>	<b>Category B</b>	<b>Category C*</b>	<b>Category D</b>
<b>1-15 FTE Teachers (Excluding Principal)</b>	<b>15.01 - 25 FTE Teachers (Excluding Principal)</b>	<b>25.01 - 35 FTE Teachers (Excluding Principal)</b>	<b>35.01+ FTE Teachers (Excluding Principal)</b>
\$ 24,654.00	\$ 25,947.84	\$ 27,556.61	\$ 27,556.61
			<b>Plus:</b> <b>35.01-70.00 FTE Teachers</b> \$247.27 per teacher <b>Over 70.00 FTE Teachers:</b> \$231.50 per teacher

*\*Category C includes the Principal of the Alternative School Centre.*

4.2.1.4 *Effective September 1, 2023, two per cent (2%) Increase*

<b>Category A</b>	<b>Category B</b>	<b>Category C*</b>	<b>Category D</b>
<b>1-15 FTE Teachers (Excluding Principal)</b>	<b>15.01 - 25 FTE Teachers (Excluding Principal)</b>	<b>25.01 - 35 FTE Teachers (Excluding Principal)</b>	<b>35.01+ FTE Teachers (Excluding Principal)</b>
\$ 25,147.00	\$ 26,466.80	\$ 28,107.74	\$ 28,107.74
			<b>Plus:</b> <b>35.01-70.00 FTE Teachers</b> \$252.21 per teacher <b>Over 70.00 FTE Teachers</b> \$236.13 per teacher

*\*Category C includes the Principal of the Alternative School Centre.*

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

4.2.3 **Vice Principal:** *In addition to the salary earned as a teacher, a vice principal shall receive an administrative allowance equal fifty per cent (50%) of the allowance designated for a principal of that school.*

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

#### 4.2.4 **Curriculum Leaders**

4.2.4.1 **High School Curriculum Leaders** shall be provided with an allowance of;

4.2.4.1.1 *Effective until June 9, 2022, \$2,940.00*

4.2.4.1.2 *Effective June 10, 2022, point five per cent (0.50%) increase, \$2,954.70*

4.2.4.1.3 *Effective September 1, 2022, one point two-five per cent (1.25%) increase, \$2,991.63*

4.2.4.1.4 *Effective September 1, 2023, two per cent (2%) increase, \$3,051.47*

4.2.4.2 *High School Curriculum Leader recommendations will be made by department members and must receive the approval of the principal.*

4.2.4.3 *High School Curriculum Leader appointments will be for two (2) year terms.*

4.2.4.4 Teachers appointed as **District Curriculum Leaders** shall be provided with an allowance of;

4.2.4.4.1 *Effective until June 9, 2022, \$2,940.00*

4.2.4.4.2 *Effective June 10, 2022, point five per cent (0.50%) increase, \$2,954.70*

4.2.4.4.3 *Effective September 1, 2022, one point two-five per cent (1.25%) increase, \$2,991.63*

4.2.4.4.4 *Effective September 1, 2023, two per cent (2%) increase, \$3,051.47*

4.2.5 *On September 1<sup>st</sup> of each year, the allowances described in clauses 4.2.1, 4.2.2, 4.2.3, and 4.2.4 shall be adjusted by the same percentages as applied in clause 3.2.3.*

### 4.3 **Red Circling**

4.3.1 Any principal or vice principal who is transferred as a result of a School Division request shall retain the same administrative allowance that was in effect at the time of the transfer until such time as the provisions of the collective agreement result in an increased allowance.



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

- 4.4.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2017, may continue under the term contract until the total number of years designated as a principal is five (5) years.*
- 4.4.3 *Effective September 1, 2023 a teacher designated as an assistant or vice principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.4 *Any current assistant or vice principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2023, may continue under the term contract until the total number of years designated as an assistant or vice principal is five (5) years. When the total length of the assistant's or vice principal's designation will be five (5) years between September 1, 2023, and January 1, 2024, the School Division must decide by January 1, 2024, whether or not the designation will continue in the 2023-2024 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.4.5 *For any current assistant or vice principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2023, the School Division may extend the temporary contract for one (1) additional year and must decide by January 1, 2024 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract*

#### **4.5 Other Administrator Conditions**

- 4.5.1 In article 4, reference to '**high school**' shall mean only Lindsay Thurber Comprehensive High School and Hunting Hills High School.
- 4.5.2 Each school with eight (8) or more teachers (excluding the principal) shall have a vice principal.
- 4.5.3 Each school with twenty-two (22) or more teachers (excluding the principal) shall have a second vice principal.

- 4.5.4 Each of Lindsay Thurber Comprehensive High School and Hunting Hills High School shall have a principal and two (2) or more vice principals.
- 4.5.5 The teaching staff allocation as of September 30 shall be used for establishing the school category. The school principal shall not be included in this number.
- 4.5.6 Principals shall be eligible to be absent from duty for up to four (4) operational days during each school year and vice principals shall be eligible to be absent from duty for up to two (2) operational days during each school year, with full salary and benefits, and with each absence requiring the notification and approval of the Superintendent of Schools.
- 4.5.7 Teachers appointed to seconded positions within the division shall be paid their annual salary and any applicable allowance(s), as if they had retained their previous position, throughout the duration of the secondment. However, if an individual is seconded to a position for which the remuneration is higher than the individual's salary as a teacher, the individual shall receive the higher salary.
- 4.5.8 School Division psychologists within the scope of the collective agreement will have vacation entitlements determined by the vacation schedule contained in the classified staff handbook.

#### **4.6 Vacation Work Schedule**

- 4.6.1 Any teacher in receipt of an administrative allowance shall accept the responsibility for having their school units operational on the commencement day of each school term, semester, or other division of the school year. Where schools are open prior to the commencement of the school year, administrators can develop with their leadership teams a flexible schedule for their own presence at the school. Such plans shall be shared with the Superintendent.
- 4.6.2 A teacher with an administrative designation, who agrees to render professional service outside of the calendar year, at the written request of the Superintendent or designate, shall be granted one additional lieu day for each full day of work or an additional half day in lieu, for each half day of work.

### **5. SUBSTITUTE TEACHERS**

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

- 5.1.1 **Half Day Rate:** *The rate of pay for substitute teachers who teach only one-half (1/2) day shall be fifty-seven per cent (57%) of the daily rate of pay for substitute teachers.*
- 5.1.2 *On September 1<sup>st</sup> of each year, the rate of pay for substitute teachers shall be adjusted by the same percentages as applied in clause 3.2.3, rounded to the nearest fifty cents (\$0.50).*
- 5.1.3 *Effective until August 31, 2022, these rate are inclusive of vacation pay*

allowance.

#### 5.1.4 Full Day Rate

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

5.1.4.2 *Effective June 10, 2022, 0.50 % increase, the substitute teachers' daily rates of pay will be \$201.00 plus six per cent (6%) vacation pay of \$12.00 for a total of \$213.00.*

5.1.4.3 *Effective September 1, 2022, 1.25% increase, the substitute teachers' daily rates of pay will be \$215.50 plus two per cent (2%) in lieu of benefits \$4.50 for a total of \$220.00*

5.1.4.4 *Effective September 1, 2023, 2% increase, the substitute teachers' daily rates of pay will be \$220.00 plus two per cent (2%) in lieu of benefits \$4.50 for a total of \$224.50.*

5.1.5 *Effective until August 31, 2022, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as five per cent (5%) of their earnings at the daily rate, vacation pay, and general holiday pay earned in the four (4) weeks immediately preceding the general holiday.*

## 5.2 Commencement of Grid Rate

5.2.1 *Notwithstanding clauses 5.1.1 - 5.1.5, a substitute teacher who substitutes for the same teacher for a period of more than two (2) consecutive teaching days shall be paid as per their grid placement commencing with the third (3) day.*

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

## 5.3 Other Substitute Teacher Conditions

5.3.1 If a substitute teacher is unable to work as a result of an injury incurred in the course of performing their assigned duties, and where the injury is not compensable under Workers' Compensation, the School Division shall pay the teacher the per diem rate specified in clauses 5.1.1 - 5.1.5 for a maximum of twenty (20) consecutive teaching days immediately following the injury, provided that the inability to work is verified by a physician chosen or approved by the School Division. The Substitute Teacher must complete the agreed upon Substitute Teacher Ability to Work Form and report the incident to the school administration on the day it occurred through a formal accident report

5.3.2 Whenever practical the same substitute teacher shall be assigned for the duration of an assignment.

- 5.3.3 **Substitute Teacher Schedule:** When a substitute teacher is hired, they shall follow the schedule, including any unassigned time and supervision of the teacher they are booked to replace, except where the substitute teacher is replacing an Administrator or where the teacher's schedule would be less than a full day but more than a half day where the School Division is obligated to pay a full sub pay.
- 5.3.4 Notwithstanding clause 5.3.3, a substitute teacher shall not be assigned morning supervision on the first day of the assignment
- 5.3.5 In the event of an unfilled absence and when the School Division has made attempts to fill the absence, the school administration is permitted to assign duties to the substitute teacher during the absent teacher's unassigned time.

## 6. PART-TIME TEACHERS

- 6.1 **FTE Definition:** *Part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher, assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*
- 6.2 The timetable for a continuous part-time teacher shall be contiguous, where reasonably practicable. A continuous part-time teacher whose timetable is not able to be made contiguous will be provided with the rationale in writing for the decision.

## 7. GROUP BENEFITS

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

- 7.1.1 *Effective September 1, 2022, all references to the Alberta Health Care (AHC) Insurance / Plan and premiums are removed from this collective agreement.*
- 7.1.2. *The School Division shall pay 100% of the monthly premiums for Alberta School Employee Benefit Plan (ASEBP) as follows:*
- *ASEBP Extended Health Care Plan 1*
  - *ASEBP Dental Care Plan 3*
  - *ASEBP Vision Care Plan 3*
  - *ASEBP Extended Disability Benefits Plan D*
  - *ASEBP Life Insurance Plan 2*
  - *ASEBP Accidental Death and Dismemberment Plan 2*
- 7.1.3 *Participation in the Alberta School Employee Benefit Plan (ASEBP) shall be a condition of employment for all teachers commencing employment on or after August 30, 1982, except where teachers are receiving coverage under a spouse's dental plan.*
- 7.1.4 *The School Division shall pay the premium on behalf of a member of a teacher's immediate family and / or those declared as dependents as described by the policy of the current benefit provider of the School Division.*

## **7.2 Health Spending Account (HSA) / Wellness Spending Account (WSA)**

7.2.1 *Effective until August 31, 2022, the School Division will contribute one thousand, one hundred and fifty-two dollars (\$1,152) per year on behalf of each eligible teacher to the ASEBP combined HSA / WSA.*

7.2.1.1 *Effective September 1, 2022, the maximum allowed HSA / WSA credit contributions per school year shall be nine hundred dollars (\$900). Teachers with HSA / WSA balances greater than nine hundred dollars (\$900) shall be allowed to be carried forward any current unused balance to the extent permitted by the Canada Revenue Agency (CRA).*

7.2.2 *The HSA / WSA (Plan 2) will be administered by ASEBP as allowed by CRA rules for the benefit of that teacher and their dependents(s).*

7.2.3 *The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.*

## **7.3 Other Group Benefits**

7.3.1 *Where a teacher employed on a contract by the School Division is ineligible for regular group benefits with the ASEBP due to their age, the School Division agrees to pay the same premium contributions to the teacher as provided in article 7.*

7.3.2 *It is understood that payment of premiums of the aforementioned benefit plans shall permit the School Division to retain and not pass on to teachers any rebate or premiums otherwise required under Employment Insurance Regulations.*

## **8. CONDITIONS OF PRACTICE**

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

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

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

8.1.2 *Teacher assignable time will be capped at twelve hundred (1200) hours per school year.*

### **8.2 Assignable Time Definition**

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

- a) *operational days (including teachers' convention);*
- b) *instruction;*
- c) *supervision, including before and after classes, transition time between classes, recesses, and lunch breaks;*
- d) *parent-teacher interviews and meetings;*
- e) *the School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3;*
- f) *staff meetings;*
- g) *time assigned before and at the end of the school day; and,*
- h) *other activities that are specified by the School Division to occur at a particular time and place within a reasonable workday.*

8.2.2 *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by the School Division. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

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

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

### **8.3 Duty Free Lunch**

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

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

*Division.*

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

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

8.4 ATA Local No. 60 shall be able to use the facilities of the School Division at no cost to the Association for Association business including, but not limited to, the following activities:

- a) Bargaining Unit General Meetings;
- b) Executive Meetings; and / or,
- c) Committee Meetings.

#### **8.5 Notice to Probationary Teachers**

8.5.1 When reasonably practicable, the School Division shall provide notification to probationary teachers no later than June 1, if their contract will not be renewed.

### **9. PROFESSIONAL DEVELOPMENT**

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

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

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

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

#### **9.2 Professional Improvement Leave**

9.2.1 *A teacher who has taught in the school system for a minimum of five (5) years may be granted a leave for professional development.*

9.2.2 *Application for leave shall be presented to the Superintendent of Schools no later than April 1<sup>st</sup>. Each application for leave shall be considered on its own merits by the School Division and the applicant must be notified of the School Division's decision within thirty (30) days after the deadline for receipt of applications.*

9.2.3 *A teacher who is granted leave shall, upon their return, be given a position no less favourable than the one they had before the leave.*

- 9.2.4 *A teacher having been granted leave shall spend their time in the improvement of their professional standing by studying at a recognized learning institution. Application for leave shall be accompanied by a clear statement of the teacher's purpose.*
- 9.2.5 In lieu of regular salary a teacher, while on a professional improvement leave, shall be granted a bursary as follows:
- 9.2.5.1 Fifty per cent (50%) of the dollar amount in clause 9.2.7 for a full year leave with arrangement for payment to be determined by the applicant and Associate Superintendent—Human Resources, effective September 1, each year.
- 9.2.5.2 Twenty-five per cent (25%) of the dollar amount in clause 9.2.7 for a leave of one (1) semester with arrangement for payment to be determined by the applicant and Associate Superintendent—Human Resources, effective September 1, each year.
- 9.2.5.3 AHC Insurance and ASEBP coverage will remain in effect during the leave.
- 9.2.5.3.1 Effective September 1, 2022, all references to the AHC Insurance / Plan and premiums are removed from this collective agreement.
- 9.2.6 *A teacher who is granted leave shall agree in writing to serve the School Division for a period of not less than one (1) year for each semester taken.*
- 9.2.7 The School Division shall commit an amount of eighty-eight thousand five hundred and eighty (\$88,580) dollars annually for such leaves.
- 9.2.8 *The School Division shall approve all applications meeting the requirements to the maximum amounts outlined in clause 9.2.7.*
- 9.2.9 The School Division will set aside a fund of fifty thousand dollars (\$50,000) per school year for implementation of a subsidy program for teachers of The Red Deer School Division who are currently on Continuing Contracts. Subject to approval, which shall not unreasonably be denied, the School Division will pay seventy-five per cent (75%) of expenses incurred for tuition fees to a teacher who successfully completes a trade, undergraduate or graduate / post-secondary course which is tied to the teacher Professional Growth Plan. Approvals must be made prior to the commencement of the course work and will be made by the Associate Superintendent—People Services in consultation with the Professional Development (PD) Chairperson of the ATA Local No. 60 or designate chosen by the PD Committee. If the demand for the subsidy is greater than the allocated fund amount in any given year, the successful applicants will receive an equal percentage per completed course. The Associate Superintendent—People Services, in consultation with the PD Chairperson of the Local ATA No. 60 or designate chosen by the PD Committee will reserve the right to provide a maximum allocation to any



individual teacher. Unexpended money shall be added to the following year's allocation.

- 9.2.10 Should there be a shortage of applicants requesting the available funds as outlined in clause 9.2.7, the unexpended funds shall be divided between clause 9.3 and the School Division's general account on the following basis: The first fifteen thousand dollars (\$15,000) to clause 9.3 with any remaining funding divided equally with a maximum allocation of twenty-nine thousand and five hundred dollars (\$29,500) to clause 9.3 in any school year.
- 9.2.11 Applicants approved for a bursary in accordance with clause 9.2.5, may not simultaneously receive a subsidy in accordance with clause 9.2.9.

### **9.3 Conferences, Workshops and Seminars**

- 9.3.1 The School Division shall establish a fund to be distributed to Local No.60 of The Alberta Teachers' Association. The funds shall be made available in two (2) equal installments, paid on September 1 and February 1 of each school year.
  - 9.3.1.1 A teacher may use funds to support costs incurred in professional development activities or for resources related to an individual professional growth plan, including but not limited to courses, workshops or conferences, online courses, books, interschool visitation, collaboration or practical research or any other professional development activities which the teacher believes meet a professional growth need. This money may not be used for the purchase of teaching resources, electronic devices, or capital items.
  - 9.3.1.2 The ATA Local No.60 shall be responsible for establishing the guidelines for administration of the fund established by this clause.
  - 9.3.1.3 The amount to be allocated to this fund shall be: \$297,250.
  - 9.3.1.4 The clause shall apply to all members of the certified instructional staff, except the Superintendent, Deputy Superintendent, Associate Superintendents, and Assistant Superintendents, and Director of Community relations.

9.3.1.5 At the request of the School Division, an annual accounting of monies distributed through the fund shall be sent to the Superintendent.

## 10. SICK LEAVE

- 10.1 *In the first (1) year of service with the School Division, a teacher shall be credited with twenty (20) days of sick leave at the beginning of the school year.*
- 10.2 *In the event that during the first (1) year of service:*
- a) *a teacher has insufficient sick leave to provide full salary and benefits during the qualifying period for ASEBP Extended Disability Benefits; and,*
  - b) *the teacher is accepted by the insurance carrier as an Extended Disability claimant,*  
*the School Division shall pay the salary and benefits of the teacher for the period of insufficient sick leave to a maximum of ninety (90) calendar days once the teacher is accepted by the insurance carrier as an Extended Disability claimant and receives the first (1) Extended Disability payment.*
- 10.3 *During the second (2) and subsequent years of service, annual sick leave with full salary and benefits will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness, or disability for ninety (90) calendar days.*
- 10.4 *A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to sick leave benefit of ninety (90) calendar days.*
- 10.5 *Notwithstanding clause 10.4, a teacher upon returning to work from a period of sick leave of less than ninety (90) consecutive calendar days thereafter will, if that teacher does not take any sick leave during the first ten (10) consecutive school days following return to work, have their sick leave entitlement reinstated to ninety (90) consecutive calendar days. If sick leave is taken for the same illness during the first ten (10) consecutive school days following return to work, sick leave shall only be available to the extent of the unused portion of the initially available ninety (90) consecutive calendar days.*
- 10.6 *When a teacher has been on sick leave for a period over forty-five (45) calendar days and wishes to return to work, the teacher may be required by the School Division to provide medical evidence, satisfactory to the School Division, stating that the teacher is fit to perform all regular duties on a full-time continuous basis.*
- 10.7 *Before any payment is made under the foregoing regulations, the teacher shall, if requested by the School Division, provide:*
- 10.7.1 *A declaration where the absence is for a period of three (3) days or less. This declaration shall be submitted within fifteen (15) days of return to work or on June 30, whichever is sooner.*

- 10.7.2 *A medical statement signed by a qualified medical or dental practitioner where the absence is for a period of more than three (3) days. This medical statement shall be submitted within fifteen (15) days of return to work or on June 30, whichever is sooner.*
- 10.7.3 *A further medical statement at the end of each month for the duration of the disability when the disability extends for a period of over one (1) month. If a fee is charged for obtaining such a medical statement, the cost will be paid by the School Division.*
- 10.7.4 *Non-compliance shall result in loss of salary for days absent.*
- 10.8 *Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the ASEBP.*

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

### **11.1 Maternity Leave**

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

### **11.2 Parental Leave**

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

- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks' notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one (1) teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one (1) parent of the child at the same time.*

### **11.3 Salary Payment and Benefit Premium**

- 11.3.1 *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 per cent (100%) of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per article 10.*
- 11.3.2 *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per article 10.*
- 11.3.3 *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4 *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA / WSA amounts specified in article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5 *The School Division shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The HSA / WSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA / WSA during this time.*

## **11.4 Benefits – Prepayment or Repayment of Premiums during Unpaid Portion of Leave**

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred per cent (100%) of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*
- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums and shall reimburse the School Division upon receipt of an invoice.*
- 11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

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

### **12.1 Personal Leave with Full Salary and Benefits**

- 12.1.1 *For the purpose of attending to personal concerns, two (2) days per year. Only teachers who are on contract for a minimum of one half (1/2) of the school year shall be entitled to such leave. No personal leaves shall be granted to teachers to extend Christmas vacation. Personal leave days may not be taken during scheduled parent- teacher conference dates unless prior approval has been received from the Associate Superintendent—Human Resources.*
- 12.1.2 *Personal leave days may be accumulated to a maximum of four (4) days in any given year. Unused days may be carried forward for a maximum of one (1) year.*

### **12.2 Leaves of Absence Less the Cost of a Substitute**

- 12.2.1 *Personal leave for not more than two (2) days in any school year shall be granted for attending to private concerns, subject to availability of substitute*

*teachers. When possible, unless constrained by emergency, at least five (5) days' notice shall be given to the school and Associate Superintendent—Human Resources.*

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

*Effective until August 31, 2022*

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

*Effective September 1, 2022*

- 13.1 The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this article by providing advance notice when possible and committing to making best efforts in resolving challenges.*
- 13.2 A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.3 Upon written request to the Superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as*

*much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per clause 13.1. Such leaves will not be unreasonably denied.*

- 13.4 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.*
- 13.5 *During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on the teacher's behalf while on secondment under this clause.*

#### **14. OTHER LEAVES**

14.1 *The following definitions shall apply for the purposes of this article:*

14.1.1 **School Year:** *The school year approved by the Board of Trustees of The Red Deer School Division.*

14.1.2 **Near Relative:** *Parent, spouse, sibling, child, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, and sister-in-law.*

14.2 **Leaves of Absence with Full Salary and Benefits:** *A teacher shall apply to the Associate Superintendent—Human Resources for and receive a personal leave of absence subject to the following conditions:*

##### **14.2.1 Critical Illness, Death, and Funeral Leave**

14.2.1.1 *In any one (1) school year, not more than five (5) days for the death of each near relative. However, when the funeral is to be held more than four hundred (400) kilometers from The City of Red Deer, then six (6) days shall be granted for each near relative. These days do not have to be taken consecutively.*

14.2.1.2 *In any one (1) school year, not more than three (3) days for the critical illness of each near relative. For the purposes of this clause, critical illness shall be defined as a medical condition which is life-threatening, or which requires admission to a hospital intensive care unit or palliative care unit.*

14.2.1.3 *In any one (1) school year, not more than one (1) day for attendance at the funeral of each close friend, aunt, uncle, first cousin, niece, nephew, and any other relative who was a member of*

*the teacher's household at the time of death. However, when a funeral is to be held more than four hundred (400) kilometers from The City of Red Deer, then one (1) additional day shall be granted.*

- 14.2.2 Attendance at the teacher's university convocation exercise, one (1) day.
- 14.2.3 *For the purpose of the teacher adopting a child, two (2) days.*
- 14.2.4 *Paternity leave, which must be taken within ten (10) days of the birth, two (2) days.*
- 14.2.5 *For the purpose of acting in any official capacity at a funeral, one (1) day.*
- 14.2.6 *For the purpose of obtaining citizenship papers, one (1) day.*
- 14.2.7 Notwithstanding any of the above, in special situations the Associate Superintendent—Human Resources, may at their discretion, extend a leave.
- 14.2.8 For the purpose of attending the grade twelve (12) graduation or post-secondary convocation of a spouse or child, one (1) day.
- 14.2.9 *For the purpose of attending to medical concerns of children, a parent or spouse, two (2) days per year.*
- 14.2.10 *For the purpose of jury selection or jury duty, or when subpoenaed to appear in court as a witness. Any witness fee or jury stipend received by the employee shall be remitted to the School Division.*

**14.3 Leaves of Absence Less the Cost of a Substitute** *(whether a substitute is required or not): A teacher shall apply to the Associate Superintendent—Human Resources for and receive a personal leave of absence subject to the following conditions:*

- 14.3.1 *In any school year, to attend to a parent, spouse, or child who is critically ill for a time period which exceeds three (3) days.*
- 14.3.2 *In any school year to care for each family member who is seriously ill. Length of time to be determined by the teacher and the Associate Superintendent—Human Resources.*
- 14.3.3 *In any one school year, the teacher shall be granted no more than two (2) days to attend to a near relative.*
- 14.3.4 To attend a function or conference of an organization in which the teacher holds an executive office.
- 14.3.5 *To attend a special function, such as a wedding or an important anniversary.*
- 14.3.6 For the purpose of writing university examinations, two (2) days.
- 14.3.7 To attend an event at which the teacher is being given special recognition for personal accomplishments.



- 14.3.8 To participate in a competition beyond the local level in which the teacher is representing the community or zone.
- 14.3.9 In any one school year to campaign for an elected provincial or federal office – not more than twenty (20) working days. The teacher will be responsible for the actual cost of the substitute teacher.
- 14.3.10 To campaign for local political office, not more than three (3) days.
- 14.3.11 In any school year for filling a political office, other than Mayor, such special leave on a day-to-day basis not to exceed twelve (12) days. The teacher will be responsible for the actual cost of the substitute teacher.
- 14.3.12 Any other reason that has been approved by the Associate Superintendent—Human Resources.
- 14.3.13 Notwithstanding any of the above, in special situations, the Associate Superintendent—Human Resources may, at their discretion, extend a leave.
- 14.3.14 For the purpose of providing consulting services to other school divisions or agencies, a maximum of five (5) days. Requests for release time for consulting services are to be forwarded to the Associate Superintendent—Human Resources for approval. If a substitute teacher is required during the employee's absence, it is the employee's responsibility to make the necessary arrangement through the normal channels.

**14.4 Leaves of Absence with Loss of Salary and School Division Contributions to Benefits:** *After one (1) year of service a teacher may apply to the School Division for Leave:*

- 14.4.1 For filling an elected provincial or federal office.
- 14.4.2 *For the purposes of adopting a child, extending beyond the two (2) days referenced in clause 14.2.3.*
- 14.4.3 For other reasons acceptable to the School Division.
- 14.4.4 *At the request of the teacher, the School Division shall allow the teacher to participate in the Benefits package they were participating in at the time of the leave. This cost shall be the sole responsibility of the teacher.*
- 14.4.5 *Such leave, if granted by the School Division, shall be limited to three per cent (3%) of the staff at any one (1) time. It shall not be credited as experience for increment purposes except when there is an exchange of positions that qualifies the teacher for an increment under clause 3.4. The teacher shall be entitled to a position on staff on the teacher's return and the School Division will attempt to place the person in a comparable position at the level which the teacher left.*

## 15. GRIEVANCE PROCEDURE

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

15.1 *This procedure applies to differences:*

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

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

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

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

15.4 *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the School Division, and shall contain the following:*

15.4.1 *the name(s) of the parties aggrieved;*

15.4.2 *a statement of facts giving rise to the grievance;*

15.4.3 *the article(s) of the agreement that are alleged to have been violated; and,*

15.4.4 *the remedy or correction being sought.*

15.5 *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.*

15.5.1 *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*

15.6 *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*

15.6.1 *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forgo a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*

- 15.7 *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8 *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9 *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10 *Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11 *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12 *By mutual consent, the parties may agree to convene a three-member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three- (3) member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1 *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13 *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14 *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15 *The findings, decision, and award of the arbitrator / arbitration board is final and binding on:*
- 15.15.1 *the School Division and the Association; and,*
- 15.15.2 *teachers covered by the Collective Agreement who are affected by the award.*
- 15.16 *TEBA Involvement in Grievance Proceedings***
- 15.16.1 *At any point in the Grievance Procedure, where TEBA determines that the*

*grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.*

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

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

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

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

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

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

### **15.17 Optional Mediation Process**

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

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

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

*arbitration board for resolution.*

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

**15.18 Administration**

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

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

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

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

**IN WITNESS WHEREOF** the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023.

On the behalf of  
**THE ALBERTA TEACHER’S ASSOCIATION**

On the behalf of  
**THE RED DEER SCHOOL DIVISION**

\_\_\_\_\_  
NEGOTIATING SUB-COMMITTEE MEMBER

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
NEGOTIATING SUB-COMMITTEE MEMBER

\_\_\_\_\_  
ASSOCIATE SUPERINTENDENT—HUMAN  
RESOURCES

\_\_\_\_\_  
ASSOCIATE COORDINATOR—COLLECTIVE  
BARGAINING, TEACHER EMPLOYMENT  
SERVICES

\_\_\_\_\_  
TRUSTEE REPRESENTATIVE

## **LETTERS OF UNDERSTANDING—CENTRAL**

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

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

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

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

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

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING #2**

### **RE: INTERIM GRIEVANCE PROCEDURE**

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

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

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

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

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

#### **THE PARTIES AGREE AS FOLLOWS:**

##### **EFFECTIVE DATES**

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

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

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

##### **TRANSITION OF EXISTING GRIEVANCES**

1. *For grievances filed under article 15 (Central Grievance Procedure) of 2018–2020 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
  - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
  - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until*



*a resolution is reached.*

2. *For grievances filed under article 16 (Local Grievance Procedure) of 2018-2020 teacher collective agreements prior to February 1, 2022, the School Division and the Association will meet no later than March 31, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
  - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
  - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

## **INTERIM GRIEVANCE PROCEDURE**

15.1 *This procedure applies to differences:*

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

15.1.2 *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*

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

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

15.4 *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the School Division, and shall contain the following:*

15.4.1 *the name(s) of the parties aggrieved;*

15.4.2 *a statement of facts giving rise to the grievance;*

15.4.3 *the article(s) of the agreement that are alleged to have been violated; and,*

15.4.4 *the remedy or correction being sought.*

15.5 *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.*

- 15.5.1 *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6 *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1 *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7 *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the School Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8 *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9 *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10 *Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11 *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12 *By mutual consent, the parties may agree to convene a three-member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three-member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1 *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13 *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14 *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*

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

15.15.1 *The School Division and the Association; and,*

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

### **15.16 TEBA Involvement in Grievance Proceedings**

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

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

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

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

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

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

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

### **15.17 Optional Mediation Process**

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

15.17.2 *The mediator shall be appointed by mutual agreement of the parties and the*

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

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

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

### **15.18 Administration**

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

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

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

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

**LETTER OF UNDERSTANDING #3**

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

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

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

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

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

**LETTER OF UNDERSTANDING # 4**

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

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

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

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

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

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

**LETTER OF UNDERSTANDING #5**

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

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

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

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

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

## **LETTER OF UNDERSTANDING #6**

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

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

*"This award is the result of an expedited procedure to which the parties agreed.*



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

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

## **LETTER OF UNDERSTANDING #7**

### **DUTY TO ACCOMMODATE**

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

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

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

## **LETTER OF UNDERSTANDING #8**

### **DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE**

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

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

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

#### **NOW THEREFORE THE PARTIES AGREE THAT:**

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

## **LETTER OF UNDERSTANDING #9**

### **EXPERIENCE FORM**

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

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

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

**TEACHING EXPERIENCE FORM**

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

Issuing School Division: \_\_\_\_\_

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

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

**Teaching Experience**

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

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

**School Division Contact**

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

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

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

**APPENDIX A—Teaching Experience Provisions**

**3.1 Experience**

*Teachers shall:*

- a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
  - b) *Not gain experience during vacation periods and leaves of absence without salary.*
- 3.1.1 *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*
- 3.1.2 *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*

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

*Prior Experience*

- 3.1.6 *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article*
  - a) *Until proof of experience is submitted to the Superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*
  - b) *If proof or evidence of application for such proof is submitted to the Superintendent or designate within forty (40) operational days of commencement of employment, the Superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
  - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.1.7 *The School Division shall recognize prior teaching experience as if it were earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.1.8 *A teacher requesting that the School Division recognize experience earned with a previous school division shall provide to the School Division written confirmation from the previous school division certifying:*
  - a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
  - c) *The written confirmation is signed by an authorized officer of the previous school division.*
- 3.1.9 *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another school division, the receiving School Division shall assume the recognition of experience provided by the previous school division.*
- 3.1.10 *clauses 3.4.6 through 3.4.9 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

## **LETTERS OF UNDERSTANDING—LOCAL**

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

#### **TEACHER VOICE COMMITTEE**

The School Division agrees as follows:

1. The School Division shall maintain an Administrative Procedure (AP) that addresses the Teacher Voice Committee.
2. The School Division shall consult with the ATA Local No. 60 on the development of an AP that addresses the structure and implementation of the Teacher Voice Committee.
3. The School Division agrees that the AP will include an Administrative Procedure Review.

**LETTER OF UNDERSTANDING #11**

**ATA LOCAL NO. 60 / SENIOR ADMINISTRATION LIAISON**

The School Division agrees as follows:

1. The School Division shall establish an ATA Local No. 60 / Senior Administration Liaison Committee. The Committee shall meet up to three (3) times annually to discuss issues of mutual importance.