

COLLECTIVE AGREEMENT

BETWEEN

AURORA ACADEMIC CHARTER SCHOOL LIMITED

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 TO AUGUST 31, 2025

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This Collective Agreement is made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Between

Aurora Academic Charter School Limited  
(hereinafter called "the Employer")

and

The Alberta Teachers' Association  
A body corporate, incorporated under the laws of the Province of Alberta,  
(hereinafter called "the Association")

Whereas, the Association is the duly certified bargaining agent for the teachers employed by the Employer, and

Whereas, such teachers' terms and conditions of employment and their salaries have been the subject of negotiation between the parties, and

Whereas, the parties desire that these matters be set forth in an agreement to govern the terms of employment of the teachers.

This agreement is made pursuant to the *Education Act*, the Labour Relations Code, the *Occupational Health and Safety Act*, the Employment Standards Code and the *Alberta Human Rights Act*.

## **1. SCOPE**

- 1.1 This Agreement applies to those employees of the Employer who as a condition of their employment must possess a valid teaching certificate issued under the authority of the Ministry of Education, the Province of Alberta, herein collectively called the teachers, or, where the context requires, teacher.
- 1.2 Notwithstanding clause 1.1, the Superintendent shall be excluded from this Agreement.

## **2. TERM AND EFFECTIVE DATE**

- 2.1 Unless specifically provided for in this Collective Agreement, this Collective Agreement takes effect on the first day of the month following ratification by both parties, and remains in effect until August 31, 2025.
- 2.2 Either party may give to the other, not less than 60 days nor more than 120 days prior to the termination of the Collective Agreement, a notice in writing of its intent to commence collective bargaining.

2.3 At the first meeting between the parties following such notice, the parties shall exchange particulars of all amendments they seek. Negotiations shall be limited to the items in the two lists combined, except by mutual agreement.

**3. SALARY SCALE**

3.1 The Employer shall pay its teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are per annum unless specifically stated otherwise.

3.2 The number of complete years of teacher education and the years of teaching experience, as computed according to this Agreement, shall together determine the basic salary rate for each teacher employed by the Employer.

3.2.1 (a) Salary grid effective September 1, 2020

<b>CATEGORY</b>			
	<b>FOUR YEARS TEACHER EDUCATION</b>	<b>FIVE YEARS TEACHER EDUCATION</b>	<b>SIX YEARS TEACHER EDUCATION</b>
0	59,357	62,757	66,601
1	62,741	66,141	69,986
2	66,126	69,527	73,371
3	69,510	72,912	76,755
4	72,895	76,298	80,139
5	76,281	79,682	83,525
6	79,665	83,067	86,909
7	83,049	86,451	90,293
8	86,434	89,835	93,678
9	89,819	93,221	97,063
10	93,917	97,319	101,162

(b) Salary grid effective September 1, 2021 – 0.5% (no retroactive impact)

<b>CATEGORY</b>			
	<b>FOUR YEARS TEACHER EDUCATION</b>	<b>FIVE YEARS TEACHER EDUCATION</b>	<b>SIX YEARS TEACHER EDUCATION</b>
0	59,654	63,071	66,934
1	63,055	66,472	70,336
2	66,457	69,875	73,738
3	69,858	73,277	77,139
4	73,259	76,679	80,540
5	76,662	80,080	83,943
6	80,063	83,482	87,344
7	83,464	86,883	90,744
8	86,866	90,284	94,146
9	90,268	93,687	97,548
10	94,387	97,806	101,668

(c) Salary grid effective September 1, 2022 – 1.25%

<b>CATEGORY</b>			
	<b>FOUR YEARS TEACHER EDUCATION</b>	<b>FIVE YEARS TEACHER EDUCATION</b>	<b>SIX YEARS TEACHER EDUCATION</b>
0	60,399	63,859	67,771
1	63,843	67,303	71,215
2	67,287	70,748	74,660
3	70,731	74,193	78,103
4	74,175	77,638	81,546
5	77,621	81,081	84,992
6	81,064	84,526	88,435
7	84,508	87,969	91,879
8	87,952	91,413	95,323
9	91,396	94,858	98,768
10	95,566	99,028	102,939

(d) Salary grid effective September 1, 2023 – 2.0%

<b>CATEGORY</b>			
	<b>FOUR YEARS TEACHER EDUCATION</b>	<b>FIVE YEARS TEACHER EDUCATION</b>	<b>SIX YEARS TEACHER EDUCATION</b>
0	61,607	65,136	69,126
1	65,120	68,649	72,639
2	68,633	72,163	76,153
3	72,145	75,676	79,665
4	75,659	79,191	83,177
5	79,173	82,703	86,692
6	82,685	86,216	90,204
7	86,198	89,729	93,716
8	89,711	93,241	97,230
9	93,224	96,755	100,743
10	97,478	101,009	104,997

(e) Salary grid effective September 1, 2024 – For the 2024-25 school year, Aurora teachers will receive the same pay adjustment as Edmonton School Division teachers.

3.3 OTHER RATES OF PAY— A teacher or administrator who agrees to render service during the vacation periods or weekends, at the request of the superintendent, shall be paid 1/200th of their total annual grid salary plus any applicable allowances for each full day of work, and 1/400th of their total annual grid salary plus any applicable allowances for each half day of work.

#### 4. ADMINISTRATIVE ALLOWANCES

	<u>Sep 1, 2020</u>	<u>Jun 1, 2023</u>	<u>Sep 1, 2023</u>
4.1 Principal—Base Allowance	\$26,000	\$26,457	\$26,986
4.1.1 For schools of 451–500 students	\$27,000	\$27,474	\$28,024
4.1.2 For schools of 501 or more students	\$28,000	\$28,492	\$29,062
4.1.3 The above rates shall be June 1, 2023 and for September 1, 2023. For subsequent years they shall be adjusted by the percentage salary increases shown in 3.2.1.			
4.2 Assistant Principal—50% of the allowance of the principal to whom they report.			

## 5. INITIAL SALARY PLACEMENT AND UNIVERSITY EDUCATION

5.1 The evaluation of a teacher shall be determined by a statement of qualifications from the Alberta Teachers' Association, Teacher Qualifications Service (TQS).

5.2 A teacher upon commencement of employment, must submit to the secretary treasurer, proof of:

- a) teacher qualifications in the form of a TQS evaluation, and
- b) experience, in writing.

Such proof must be submitted within 45 days from the date of employment, in order to obtain, retroactively to the date of employment, an improvement in category placement and experience placement respectively. Failure to do so will result in adjustments being made on the first of the month following submission of proof, unless, through no fault of the teacher, proof is delayed. In this case, if the teacher provides proof of having applied for TQS within 45 days from the date of employment, the adjusted salary will be applied retroactively to the date of employment.

5.3 The teacher must supply written verification of teaching experience from all previous employers.

5.4 Until the teacher submits satisfactory evidence of qualifications and experience, or proof of having applied for same, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for their teaching certificate and on the salary schedule at step 0.

5.5 Teachers currently on staff who complete additional years of education must supply proof in the form of a TQS statement within 45 days following September 1 or February 1 to be eligible for adjustment on those dates. Failure to do so will result in adjustments being made on the first of the month following submission of proof, unless, through no fault of the teacher, proof is delayed. In this case, if the teacher provides proof of having applied for TQS within 45 days from September 1 or February 1, the adjusted salary will be applied retroactively to the respective date.

5.6 Only one year of education increment shall be granted per school year.

5.7 Experience Increments

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.

- 5.7.1. Experience increments shall be earned by a teacher on contract after one hundred and thirty (130) operational days with the Employer.
- 5.7.2. Experience increments shall be earned by a substitute teacher after one hundred and thirty (130) operational days in the preceding five (5) years with the Employer.
- 5.7.3. A teacher shall be granted only one (1) experience increment during any one (1) school year.
- 5.7.4. Uncredited experience shall be carried over for the calculation of experience increments.
- 5.7.5. The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.

### **Prior Experience**

- 5.7.6. The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this article.
  - a) Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero 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.
- 5.7.7. The Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 5.2.
- 5.7.8. A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:
  - a) The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;
  - b) The position held while earning the experience was one that required a valid teaching certificate; and,
  - c) The written confirmation is signed by an authorized officer of the previous employer.

5.7.9. The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between Alberta school jurisdictions or equivalents. At the time of movement from another school jurisdiction, the receiving school jurisdiction shall assume the recognition of experience provided by the previous school jurisdiction.

5.7.10. Clauses 5.7.6 through 5.7.9 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.

## **6. SUBSTITUTE TEACHERS**

6.1 Effective September 1, 2020, substitute teachers will be paid \$225 for a full day and \$135 for a half day.

Effective June 1, 2023, substitute teachers will be paid \$229 for a full day and \$137 for a half day.

Effective September 1, 2023, substitute teachers will be paid \$234 for a full day and \$140 for a half day.

Effective September 1, 2024, substitute teachers will receive the same pay adjustment as Edmonton School Division teachers.

6.2 Substitute teachers employed for a period of six consecutive teaching days or more, as a replacement for a specific teacher, shall be placed on the basic salary schedule, according to the substitute's qualifications and experience, on the sixth and consecutive subsequent days in the same assignment. This period of consecutive employment during the school year shall not be considered interrupted or nonconsecutive, if a holiday, teachers' convention, professional day or such other Employer-regulated break (excluding Summer Break) interrupts the substitute teacher's continuity in the classroom.

6.3 When a substitute teacher has been called in and the assignment is cancelled with fewer than twenty-four (24) hours' notice, the substitute shall be provided with an alternate assignment. If no such assignment is available, the substitute teacher shall be paid the rate which would have been received for the assignment. If the substitute declines the alternate assignment, the teacher is not entitled to any pay.

## **7. SALARY PAYMENT**

- 7.1 Salaries will be paid by electronic deposit to the financial institution of the employee's choice, 1/12 of the annual salary (taking into consideration any necessary adjustments) by the second last banking day of each month.
- 7.2 The Employer will collect Alberta Teachers' Association dues and fees as identified from time to time by the Association via payroll deduction from all teachers who hold a teaching certificate and are covered by this collective agreement. The Employer will remit these dues to the Alberta Teachers' Association.

## **8. SICK LEAVE**

- 8.1 Sick leave with pay will be provided for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability.
  - 8.1.1 The Employer will count all operational days worked toward entitlement to sick leave credits.
- 8.2 Sick leave will be treated in accordance with the Employer's short-term disability insurance plan. Except in the case of an accident (when the disability plan takes effect immediately), sick leave with full salary will be granted for the first seven days. On the eighth day, the disability plan shall take effect.
- 8.3 For a teacher in the first year of employment the total number of sick leave days with pay taken in a school year shall not be more than:
  - 20 teaching days, or the total number of teaching days determined by dividing by 9 the total number of teaching days that the employee taught for the Employer during the contract year, whichever is the lesser number of days.

Effective September 1, 2020, an employee may carry over up to five (5) unused sick leave days with pay from the previous school year. Such carried over days must be used prior to an employee being eligible for further carryover.

Effective September 1, 2020, the total amount of sick leave days with pay taken in a school year shall not be more than:
  - Up to twenty-five (25) teaching days, up to five (5) of which must have been carried over from the previous school year, or the total number of teaching days determined by dividing by 9 the total number of teaching days that the employee taught for the Employer during the contract year, whichever is the lesser number of days.

Effective September 1, 2023, after one year of employment with the Employer the employee will be credited with their sick leave entitlement at the beginning of each school year and sick leave entitlement and related matters, including salary, shall be reconciled as required throughout the school year.

An employee may carry over up to six (6) unused sick leave days with pay from the previous school year. Such carried over days must be used prior to an employee being eligible for further carry over. The total amount of sick leave days with pay taken in a school year shall not be more than:

Up to twenty-six (26) teaching days, up to six (6) of which must have been carried over from the previous school year, or the total number of teaching days determined by dividing by 9 the total number of teaching days that the employee taught for the Employer during the contract year, whichever is the lesser number of days.

In cases of absence of greater than three teaching days the Employer may require the employee to provide a statement substantiating the illness. In cases of shorter term absence the Employer may require the employee to provide a statement substantiating the illness, however such shorter term requirements shall be made in writing and the Employer shall be responsible for the costs of obtaining them, upon submission of invoices from the employee.

8.3.1 on the attached form;

8.3.2 a certificate from the employee's attending medical or dental practitioner, providing either the anticipated date of return to work, or, if that is not available, the date of the next medical assessment; and

8.3.3 any other information required by the Employer's short-term disability insurer. This information is to be provided directly to the disability insurer, and not to the Employer.

8.3.4 The Employer will investigate and report on the feasibility of reporting sick leave accumulation.

8.4 Family Medical Leave - A teacher may use up to four (4) days of their sick leave entitlement per school year in order to attend to the medical needs of their sick child, grandchild, spouse, parent, grandparent, parent-in-law and grandparent-in-law, son-in-law, daughter-in-law or an individual who resides in the teacher's household.

## **9. BENEFIT PLANS**

9.1 The Employer shall contract for and implement the following group benefit plans:

9.1.1 Life Insurance

9.1.2 Accidental Death and Dismemberment

9.1.3 Dependent Life Insurance

9.1.4 Short-term Disability

9.1.5 Long-term Disability Insurance

9.1.6 Extended Health Care

9.1.7 Dental Care Insurance

- 9.2 The payment of contributions for the plan as set out in 9.1 above shall be as follows:
- 9.2.1 Life Insurance. The Employer shall pay 100% of the cost of Life Insurance premiums.
  - 9.2.2 Accidental Death and Dismemberment. The Employer shall pay 100% of the cost of Accidental Death and Dismemberment premiums.
  - 9.2.3 Dependent Life Insurance. The Employer shall pay 100% of the cost of Dependent Life Insurance premiums.
  - 9.2.4 Short-term Disability (STD). The Employer shall pay 100% of the cost of Short-term Disability premiums.
  - 9.2.5 Long-term Disability (LTD) Insurance. The Employer shall pay 100% of the cost of Long-term Disability Insurance.
  - 9.2.6 Extended Health Care. The Employer shall pay 100% of the Extended Health Care premiums.
  - 9.2.7 Dental Care Insurance. The Employer shall pay 100% of the cost of Dental Care premiums.

**9.3 Health Spending – Wellness Spending Account (HSA-WSA)**

- 9.3.1 The Employer will establish for each teacher on a continuing, probationary or temporary contract of at least three month's duration, a Health Spending – Wellness Spending Account (HSA-WSA). Eligible teachers shall be actively at work, on maternity/parental/adoption leave, on paid sick leave or on disability. Any unused amount shall carry forward one year; any unused amount at the end of the carry over year shall be forfeited to the Employer. The HSA-WSA shall be operated in accordance with the *Income Tax Act* and the Canada Revenue Agency.
- 9.3.2 Teachers on temporary or probationary contracts that are rehired by September 1 shall be entitled to carry over their previous amounts from the previous year.
- 9.3.3 The Employer will contribute \$500 per teacher per calendar year to be paid in quarterly installments. The HSA is pro-rated for part-time teachers.  
  
Effective October 1, 2020, the Employer will contribute \$725 per teacher per calendar year to be paid in quarterly installments. The Account is pro-rated for part-time teachers.
- 9.3.4 At the commencement of each school year each teacher shall opt to split the amount between Health Spending and Wellness Spending at set amounts for that school year.

## 10. LEAVES OF ABSENCE

- 10.1 **Compassionate leave** shall be approved by the Employer in a case of critical illness or death of the employee's spouse, son, daughter, father, mother, sister, brother, grandparent, father-in-law, mother-in-law, daughter-in-law, sister-in-law, son-in-law, brother-in-law, or grandparent of spouse:
- 10.1.1 For critical illness, up to four operational days without loss of salary.
  - 10.1.2 For death (including an unborn child), up to five operational days without loss of salary.
  - 10.1.3 The length of leave provided for in article 10.1.1 or 10.1.2 may be extended at the discretion of the Employer, should additional time be required for travel.
  - 10.1.4 Notification of compassionate leave must be given to the Superintendent. The Employer may require documentation to verify the reason for the absence.
  - 10.1.5 Leave with pay may be granted for up to one day to attend the funeral of someone not named in 10.1.
- 10.2 **Convocation Leave.** Leave of up to two operational days per school year without loss of salary shall be approved for an employee to attend their convocation or the convocation of an immediate family member. This leave shall be limited to one day for convocations held in the Greater Edmonton-Calgary corridor. In exceptional circumstances, at the discretion of the Superintendent, this leave may be extended to the second day.
- 10.3 **Personal Leave.** In consultation with the Superintendent, and with two weeks' notice where operationally possible, a teacher other than those covered in 10.3.2, below, shall be granted up to three (3) days personal leave with pay, less cost of a substitute teacher, per school year, except where circumstances put such a leave in conflict with the interests of the school.
- 10.3.1 Teachers taking personal leave are solely responsible for securing substitute teacher coverage on those days. Personal leave may not be taken if substitute teacher coverage cannot be provided.
  - 10.3.2 **Part Time Personal Leave.** Any employee under contract for 61 to 100 days in a school year may be granted two (2) days personal leave with pay, less cost of a substitute teacher, per school year.
- 10.4 **Additional Leave.** With approval of the Superintendent, additional leave of absence may be granted by the Employer with pay, with pay less cost of substitute teacher calculated in accordance with 6.1. and 6.2 or without pay.
- 10.5 **Extended Leave.** Leave of absence without pay, allowances and other benefits may be granted to any employee by the Employer for a period not to exceed one school year, subject to the following conditions:

10.5.1 The employee shall apply to the Employer in writing prior to March 1 of the current year. The applicant shall set forth the reasons for the request.

10.5.2 The employee shall notify the Employer, prior to March 1 of the following year of their intention to return to teaching duties.

10.6 **Other Leave.** Leave of absence without loss of salary and benefits shall be granted:

- a) for jury duty or any summons related thereto,
- b) to answer a subpoena or summons to attend as a witness in any proceedings authorized by law to compel the attendance of a witness provided that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body.
- c) 10.6 (b) shall not apply when the teacher or the Association is taking action against the Employer.

### **Appointments**

10.7 The Employer may create or designate for teachers new positions not referred to or covered in this agreement. Salaries and/or additional allowances shall be arrived at through the following procedure:

- a) The Employer shall set the salary and/or additional allowances and provide the Association with the same in writing before filling the position.
- b) Where the Association registers no written objection to the information described in article 10.7 a) within 15 days, the salary and/or additional allowances shall stand.
- c) Where the Association registers a written objection to the information described in article 10.7 a), the Employer and the Association will negotiate the salary and/or additional allowances.
- d) Fifteen days following the expiration of the objection period described in article 10.7 b), the Employer may fill the position at the salary and/or additional allowances initially set by the Employer pursuant to article 10.7 a) even if an agreement has not yet been reached through negotiation. Any negotiated rate in excess of that will be applied retroactively to the date of appointment.
- e) Where the Association and the Employer are unable to arrive at a negotiated agreement relative to salary and/or additional allowances, the matter will be resolved in accordance with the arbitration process contained in this collective agreement. Any increase in the salary and/or additional allowances which results from arbitration will apply retroactively to the date of appointment.

## Secondments

- 10.8 Teachers may be seconded from Aurora Charter School. Where such secondment is in response to a teacher request, the Employer may grant such request at its sole discretion. Teachers seconded from Aurora Charter School shall be entitled to an experience increment for each year of secondment, be considered a full member of the Employer and the Association, receive salary and benefits normally afforded any teacher of similar experience and position and return to a position no less favourable than the position held prior to the secondment. Notwithstanding any of the foregoing a teacher on secondment must comply with section 76(5) of the *Labour Relations Code* as it applies to a strike vote.

## 11. MATERNITY AND PARENTAL LEAVE

- 11.1 An employee who has completed 52 weeks continuous employment shall, upon her written request at least 6 weeks in advance, be granted maternity/parental leave to become effective at any time within 12 weeks of the estimated date of delivery, provided that the teacher commences maternity/parental leave not later than the date of delivery.
- 11.2 Maternity leave shall be without pay and benefits except for that portion of maternity leave during which the employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, Employment Insurance (EI) Supplementary Unemployment Benefits (SUB) Plan benefits, short term disability (STD) or long term disability (LTD). The total period of maternity and parental leave shall not exceed seventy-eight weeks. The Employer share of benefits shall continue for the first sixteen (16) weeks of Maternity Leave. Should the teacher wish to continue benefits under 9.2 after this period, the teacher shall make arrangements prior to commencement of this leave for premium payments to be provided to the employer.
- 11.3 An employee on maternity or parental leave shall provide the Employer with 4 weeks written notice of readiness to return to work at which time the Employer will reinstate the employee into a position. The employee must be reinstated in the same or a comparable position with earnings and other benefits at least equal to those received when the leave began.
- 11.4 Parents and/or adoptive parents are eligible for up to sixty-two (62) weeks of unpaid, job-protected parental leave. The preceding sixteen (16) weeks of the seventy-eight (78) week total is solely for the use of the birth mother. Adoptive parents can take parental leave regardless of the age of the adopted child. Parental leave can begin any time after the birth or adoption of the child, but it must be completed within seventy-eight (78) weeks of the date a baby is born, or an adoptive child is placed with the parent.
- 11.5 An employee must give the Employer at least six weeks written notice to start parental leave.

## **12. TEACHER-BOARD LIAISON COMMITTEE (TBLC)**

- 12.1 The Board and Teachers recognize that collaborative decision making is the most appropriate method for the schools. The Board thus undertakes to ensure that administrative and management practices do not undermine professional relations or collaborative decision making in the school(s). The Committee's mandate is advisory in nature. It may make recommendations to the Board on matters affecting teachers' terms and conditions of work other than those defined in the Collective Agreement.
- 12.2 The Parties agree to form a Teacher Board Liaison Committee (TBLC) for the purpose of shared decision making in the best interests of Aurora Academic Charter School.
- 12.3 The committee shall include:  
One teacher from the Teacher Welfare Committee (TWC)  
One teacher elected from each school  
One school administrator  
One Superintendent  
One director, who shall act as Chair

Attendance at committee meetings shall be limited to committee members unless mutually agreed by the parties at least one operational day prior to the meeting.

- 12.4 The committee will deal with issues and concerns arising from the membership. Examples include but are not limited to:  
School Calendars  
Timetables  
Professional Development  
School-Based Budgeting  
Working Conditions for Professional Service  
Proposed policies or administrative practices that impact teachers' terms and conditions of work
- 12.5 The committee will not deal with terms and conditions of work as defined in the Collective Agreement.
- 12.6 The committee shall meet at a mutually agreeable time upon the request of either party and in any event, no later than four weeks following the initial request. The committee members will determine their procedures and agendas. The party requesting the meeting must submit an agenda at least five operational days prior to the meeting, otherwise the meeting will be rescheduled for a later date.
- 12.7 Committee meetings will take place outside of instructional hours.

## **13. GRIEVANCE PROCEDURE**

- 13.1 The purpose of the grievance procedure is to ensure that any grievance is processed in an expeditious manner, therefore, compliance with the provisions is mandatory. If the Employer fails to comply with the provisions, the grievance may

be processed to the next step. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned.

- 13.2 Any difference between any teacher covered by this Agreement, or in a proper case between the Association and the Employer, concerning the interpretation, application, operation or alleged violation of this Agreement, and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows:
- 13.3 Step 1—Such difference (hereinafter called “grievance”) shall be promptly submitted in writing to the Superintendent of Schools and to the Associate Coordinator—Collective Bargaining of Teacher Employment Services of The Alberta Teachers’ Association. Such written submission shall be made within forty-five (45) days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the articles of this Agreement which it is alleged have been violated and the remedy sought.
- 13.4 Step 2—The Employer shall render a decision in writing within 21 days following receipt of the submission.
- 13.5 Step 3—In the event the grievance is not resolved within 21 days following receipt of the submission or the grievor does not agree with the decision rendered by the Employer, then the Association may, by written notice, submit the grievance to arbitration as hereinafter provided. Such notice must be given within 10 days after the aforesaid 21 days’ time limit expires or a written decision is rendered and received by the grievor.

#### **14. ARBITRATION PROCEDURE**

- 14.1 The notice referred to in clause 13.5 shall specify the name or a list of names of the person or persons it is willing to accept as the single arbitrator.
- 14.2 On receipt of a notice referred to in clause 14.1 the party receiving the notice,
  - 14.2.1 if it accepts the person or one of the persons suggested to act as arbitrator, shall, within seven days, notify the other party accordingly, and the grievance shall be submitted to the arbitrator, or
  - 14.2.2 if it does not accept any of the persons suggested by the party sending the notice, shall, within seven days, notify the other party accordingly and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator.
- 14.3 If the parties are unable to agree on a person to act as the single arbitrator either party may request the Director of Mediation Services, in writing, to appoint a single arbitrator.
- 14.4 The arbitrator may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.

- 14.5 The arbitrator shall inquire into the grievance and issue an award in writing, and the award is final and binding on the parties and on every teacher affected by it.
- 14.6 The parties agree to share equally the expenses of the arbitrator.

Where any reference in either article 13 or 14 is to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and Employer-declared holidays.

**15. PROFESSIONAL DEVELOPMENT (PD)**

- 15.1 The parties agree that professional development will seek to provide appropriate balance between Employer priorities, school-based program priorities and individual teacher growth plans.

**16. ASSOCIATION BUSINESS**

- 16.1 It is recognized that from time to time the Alberta Teachers' Association may request that certain of its members be granted, subject to the approval of the Employer, release from duties to serve on Association committees or other bodies or to act as its representative. Said leave shall be limited to five (5) operational days per school year, per school, unless otherwise authorized by the Superintendent. No more than five (5) days per year may be taken by any one teacher. The Association will reimburse the Employer an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable as per article 6.

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

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE ASSOCIATION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Associate Coordinator—Collective Bargaining,  
Teacher Employment Services

### **Letter of Understanding – Professional Development**

The Board of Directors will support and encourage staff members who take the initiative in their ongoing development of skills and competencies tied to their professional growth plans. The Employer will allocate funds in the annual budget to assist staff in participating in such professional growth.

Professional Development (PD) for which teachers may access their PD fund includes but is not limited to:

- Charter School conference through the Alberta Association of Public Charter Schools.
- International Educator Exchange Program short or long term teacher exchanges.
- Professional Development delivered by Edmonton Regional Learning Consortium (ERLC).
- University credit courses, as long as they are relevant to a teacher's professional growth plan.
- Association Specialist Council Conferences.
- Any other PD event that supports the teacher's professional growth plan.

Teachers will not be obligated to access their PD fund for school or Employer mandated training.

When the Employer reviews Policy 5120 – Professional Development, the Employer shall notify the Alberta Teachers Association. The Association will be invited to the appropriate meeting of the Policy Committee.

**Appendix A**

**MEDICAL LEAVE CERTIFICATE**

1. Teacher's Name: \_\_\_\_\_

2. Teacher's Position: \_\_\_\_\_

3. Teacher was unable to work due to medical reasons effective \_\_\_\_\_ (date)

4. Is the teacher receiving treatment?                      Yes     No     Not Applicable

5. Has the teacher been referred to a specialist? Yes     No     Not Applicable

6. Anticipated date of return to work (if known) \_\_\_\_\_

7. If anticipated return to work is unknown, is the absence likely to be:

Less than 30 days?

Between 30 days and 60 days?

Between 60 days and 90 days?

Indeterminate

Name of Doctor:

\_\_\_\_\_

Address of Doctor:

\_\_\_\_\_

Date Seen by Doctor:

\_\_\_\_\_

**Appendix B**

**JOINT INFORMATION LETTER**

The Board of Directors and the Alberta Teachers' Association (Association) wish to support the presence of the Association in Aurora Academic Charter School and to emphasize the mutual respect and spirit of collaboration of the parties.

Please be advised that it is recommended all teachers make themselves familiar with their collective agreement.

Teachers are recommended to discuss all such matters with the Association.

Please contact Teacher Employment Services with any collective agreement or employment concerns.