

# **COLLECTIVE AGREEMENT**

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

**BETWEEN**

**THE BLACK GOLD SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

<b>Article Number</b>	<b>Description</b>	<b>Page Number</b>
1.	APPLICATION / SCOPE.....	3
2.	TERM .....	4
3.	SALARY .....	8
4.	ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE .....	13
5.	SUBSTITUTE TEACHERS .....	17
6.	PART TIME TEACHERS .....	19
7.	GROUP BENEFITS .....	19
8.	CONDITIONS OF PRACTICE .....	21
9.	PROFESSIONAL DEVELOPMENT .....	23
10.	SICK LEAVE .....	23
11.	MATERNITY, ADOPTION AND PARENTAL LEAVE.....	24
12.	PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE .....	27
13.	ASSOCIATION LEAVE AND SECONDMENT.....	27
14.	OTHER LEAVES.....	29
15.	GRIEVANCE PROCEDURE .....	31
16.	EMPLOYMENT .....	35
	<i>LETTERS OF UNDERSTANDING—CENTRAL</i> .....	37
	LETTERS OF UNDERSTANDING—LOCAL.....	54

This collective agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between The Black Gold School Division (“School Division”) and The Alberta Teachers’ Association (“Association”).

**Whereas** *this collective agreement is made pursuant to the laws of the province of Alberta as amended from time to time including but not limited to the 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** the parties have set these matters forth in the agreement to govern the terms of employment of the said teachers.

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

## **1. APPLICATION / SCOPE**

1.1. *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the 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. Associate Superintendent

1.2.3. Division Technology Administrator

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 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.*

**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 a 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 notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.*

2.6.2. *For local table bargaining, representatives of the Association and a School Division shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first meeting, the Association and 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 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. *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 statement;*

2.8.2.4. *Total benefit premium cost;*

2.8.2.5. *Total substitute teacher cost; and,*

2.8.2.6. *Total allowances cost.*

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

2.8.1. *As the Association is the bargaining agent for the teachers employed by each 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 Article prevents the School Division from providing the information on a more frequent basis.*

2.8.2. *Effective June 10, 2022, 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 statement,*

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. *Allowances shall be paid monthly at a rate equal to one-twelfth (1/12) of the annual allowance.*

3.1.1.1. Subject to both the *Education Act* and the *Employment Standards Code*, teachers shall be paid on the last banking day of the month except for the month of December when teachers are paid on the last banking day prior to Christmas Day.

3.1.2. Payment of full amounts for administration shall commence on the effective date of appointment. In the case of a new school, the administrative allowance for the time between the appointment of the principal and the effective date of school opening shall be subject to negotiations between the principal and the School Division. (Effective date of school opening means the day the students arrive at school.)

#### 3.2. *Grid*

3.2.1. *The School Division shall pay all teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are 'per annum' unless specifically stated otherwise.*

3.2.2. *One (1) month's salary shall be one-twelfth (1/12) part of the annual salary at the rate in effect that month.*

3.2.3. *The amount of university education of a teacher and the years of teaching experience hereinafter computed shall determine the annual rate of salary to be paid to each teacher employed by the School Division. The following salary grid states the salary rates assigned to each year of recognized teaching experience and teacher education as determined by the Teacher Salary Qualifications Board (TSQB).*



3.2.4. Salary Grids

3.2.4.1. Effective until June 9, 2022:

<b>Experience</b>	<b>Years of University Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 62,716	\$ 66,105	\$ 69,998
<b>1</b>	\$ 66,218	\$ 69,608	\$ 73,501
<b>2</b>	\$ 69,719	\$ 73,117	\$ 77,013
<b>3</b>	\$ 73,219	\$ 76,622	\$ 80,520
<b>4</b>	\$ 76,722	\$ 80,125	\$ 84,027
<b>5</b>	\$ 80,222	\$ 83,638	\$ 87,534
<b>6</b>	\$ 83,722	\$ 87,145	\$ 91,039
<b>7</b>	\$ 87,224	\$ 90,651	\$ 94,548
<b>8</b>	\$ 90,728	\$ 94,157	\$ 98,054
<b>9</b>	\$ 94,216	\$ 97,655	\$ 101,558

3.2.4.2. Effective June 10, 2022 (0.50% Increase)

<b>Experience</b>	<b>Years of University Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 63,030	\$ 66,436	\$ 70,348
<b>1</b>	\$ 66,549	\$ 69,956	\$ 73,869
<b>2</b>	\$ 70,068	\$ 73,483	\$ 77,398
<b>3</b>	\$ 73,585	\$ 77,005	\$ 80,923
<b>4</b>	\$ 77,106	\$ 80,526	\$ 84,447
<b>5</b>	\$ 80,623	\$ 84,056	\$ 87,972
<b>6</b>	\$ 84,141	\$ 87,581	\$ 91,494
<b>7</b>	\$ 87,660	\$ 91,104	\$ 95,021
<b>8</b>	\$ 91,182	\$ 94,628	\$ 98,544
<b>9</b>	\$ 94,687	\$ 98,143	\$ 102,066

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

3.2.4.3. *Effective September 1, 2022 (1.25% Increase)*

<b>Experience</b>	<b>Years of University Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 63,818	\$ 67,266	\$ 71,227
<b>1</b>	\$ 67,381	\$ 70,830	\$ 74,792
<b>2</b>	\$ 70,944	\$ 74,402	\$ 78,365
<b>3</b>	\$ 74,505	\$ 77,968	\$ 81,935
<b>4</b>	\$ 78,070	\$ 81,533	\$ 85,503
<b>5</b>	\$ 81,631	\$ 85,107	\$ 89,072
<b>6</b>	\$ 85,193	\$ 88,676	\$ 92,638
<b>7</b>	\$ 88,756	\$ 92,243	\$ 96,209
<b>8</b>	\$ 92,322	\$ 95,811	\$ 99,776
<b>9</b>	\$ 95,871	\$ 99,370	\$ 103,342

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

3.2.4.4. *Effective September 1, 2023 (2.00% Increase)*

<b>Experience</b>	<b>Years of University Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 65,094	\$ 68,611	\$ 72,652
<b>1</b>	\$ 68,729	\$ 72,247	\$ 76,288
<b>2</b>	\$ 72,363	\$ 75,890	\$ 79,932
<b>3</b>	\$ 75,995	\$ 79,527	\$ 83,574
<b>4</b>	\$ 79,631	\$ 83,164	\$ 87,213
<b>5</b>	\$ 83,264	\$ 86,809	\$ 90,853
<b>6</b>	\$ 86,897	\$ 90,450	\$ 94,491
<b>7</b>	\$ 90,531	\$ 94,088	\$ 98,133
<b>8</b>	\$ 94,168	\$ 97,727	\$ 101,772
<b>9</b>	\$ 97,788	\$ 101,357	\$ 105,409

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

3.3. *Education*

3.3.1. *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board (TSQB) 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 was 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 clause 3.4.10*

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

### **3.5. Special Considerations for Other Education and Experience (Vocational Teachers)**

*3.5.1 A Vocational Teacher is a person offering instruction in any subject requiring teacher qualifications under the technical and vocational training agreement and its appendices.*

*3.5.2. The School Division, at its discretion, may recognize a Vocational Teacher's trade and teaching experience by initially placing the Vocational Teacher on a step of the basic salary schedule which will provide a salary commensurate with the income in business, trade, or industry, provided that their placement shall not exceed the maximum step in the applicable category, and provided that the School Division will effect a minimum placement on the basis of one (1) year of teaching experience for two (2) years of related trade experience.*

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

**3.6.1.** A teacher who agrees to provide temporary / part-time instruction within the School Division's Alternative Education Programs, or who renders professional service during any vacation period at the request of the superintendent, shall receive a contract and be paid one-two hundredth (1/200) of the teacher's total annual salary for each full day of such work. Where instruction is provided on a part-day basis, the applicable salary will be based on cumulative instructional hours assigned divided by seven (7) instructional hours per full day. All other benefits prescribed in this collective agreement remain in effect, to the maximum of one (1) full-time equivalent per teacher.

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

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

**4.1.1.** The School Division may create or designate new positions not specified in clause 4.2 of this collective agreement but are nevertheless covered by the terms of this agreement under clause 1.1.

4.1.2. The amount and method of remuneration shall be set by the School Division after consultation with the Local employee representative on the teachers' local Teacher Welfare Committee.

#### 4.2. Administration Allowances

4.2.1. *In addition to the foregoing salary, a teacher so assigned shall be paid additional allowances in accordance with the following schedule.*

4.2.2. *Student count for the purposes of calculating administrative allowances shall be that count as of September 30 with the adjustment date of January 1 of the next succeeding calendar year. No student shall be counted more than once for the purpose of calculating administrative allowances.*

#### 4.2.3. *Principal's Allowance*

4.2.3.1. *Nineteen (19%) per cent of maximum at four (4) years teacher education on the salary grid in clause 3.2.4 plus twenty-two per cent (22%) of maximum at four (4) years teacher education on the salary grid divided by one thousand (1000) per enrolled student in excess of one hundred (100) students, to a maximum allowance of forty-one per cent (41%) of maximum at four (4) years teacher education on the salary grid.*

4.2.3.2. *Teachers of One Room School: Teachers of one room schools shall receive an allowance equal to three per cent (3%) of the annual salary at maximum on four (4) years teacher education on the salary grid in clause 3.2.4. The minimum principal allowance specified in clause 4.2.3.6 does not apply to Teachers of One Room School.*

4.2.3.3. *Principal, Alternative Education: Allowance based on enrollment of two hundred (200) students.*

4.2.3.4. *Where early child services are a part of the regular school program, pupils of such program shall be counted as seven tenths (7/10) of a pupil for determining allowances.*

4.2.3.5. *Division Principal: Allowance equal to the principal's allowance of the largest school in the Division.*

4.2.3.6. *Notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of twenty-five thousand dollars (\$25,000) annually, prorated based on FTE.*

4.2.4. *Assistant Principal / Vice Principal's Allowance*

4.2.4.1. *Each assistant principal / vice principal shall receive an allowance at a rate equivalent to one-half (1/2) the allowance paid to the principal under this Article.*

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

4.2.5. *Director's Allowance*

4.2.5.1. *A teacher designated by the School Division to be a director will receive an annual allowance equal to thirty-five per cent (35%) of the annual salary at maximum and four (4) years teacher education on the salary grid in clause 3.2.4. The director shall work a twelve- (12) month year, according to the schedule for Division Office staff as defined by The Black Gold School Division Administrative Handbook and shall be entitled to an annual vacation of thirty (30) working days. The dates of the annual vacation shall be as mutually agreed between the superintendent and the director.*

4.2.5.2. *In the event that the position of director is abolished, the director shall be offered an alternate position in the School Division. If the salary for the alternate position is less than that of director, salary and benefits will be maintained at the existing level for a period of twelve (12) months after the redesignation or until the end of the director's term of appointment, whichever period of time is less. Following this period of time, salary and benefits shall be determined by the alternate position.*

4.2.6. *Instructional Consultants / Psychologists and Coordinators*

4.2.6.1. *Instructional Consultants / Psychologists – System Based*

a) *Instructional consultants/psychologists on a ten- (10) month work year will receive an annual allowance equal to sixteen per cent (16%) of the annual salary at maximum and four (4) years teacher education on the salary grid in clause 3.2.4.*

b) *By mutual consent, instructional consultants / psychologists who accept a twelve- (12) month work year, according to the schedule for Division Office staff as defined by The Black Gold School Division Administrative Handbook, shall be entitled to an annual vacation of thirty (30) working days and shall receive an annual allowance equal to twenty-two per cent (22%) of the annual salary at maximum and four (4) years teacher education on the salary grid in clause 3.2.4. The dates of the annual vacation shall be as mutually agreed between the superintendent and the instructional consultants / psychologists.*

4.2.6.2. *Coordinators – School-Based: Administration Coordinators will receive an annual allowance equal to six per cent (6%) of the annual salary at maximum and four (4) years teacher education on the salary grid in clause 3.2.4.*

4.2.6.3. *Coordinator – Division-Based:*

a) *Division coordinators on a ten- (10) month work year will receive an annual allowance equal to twelve per cent (12%) of the annual salary at maximum experience and four (4) years teacher education on the salary grid in clause 3.2.4.*

b) *By mutual consent, division coordinators who accept a twelve- (12) month work year, according to the schedule for Division Office staff as defined by The Black Gold School Division Administrative Handbook, shall be entitled to an annual vacation of thirty (30) working days and shall receive an annual allowance equal to sixteen and a half per cent (16.5%) of the annual salary at maximum experience and four (4) years teacher education on the salary grid in clause 3.2.4. The dates of the annual vacation shall be as mutually agreed between the superintendent and the division coordinator.*

4.2.6.4. *Subject Area Coordinators: Subject area coordinators will receive an annual allowance equal to three-point seven per cent (3.7%) of the annual salary at maximum and four (4) years teacher education on the salary grid in clause 3.2.4.*

### 4.3. Red Circling

4.3.1. No principal or assistant principal shall have their allowance reduced by reason of implementation of clause 4.2.2 unless the number of students is reduced, in which case the allowance shall be reduced accordingly.

4.3.2. In the event the School Division reconfigures a school community or initiates the transfer of a principal and such reconfiguration/transfer results in an administrative allowance that is less than the allowance the principal currently receives by more than twenty-five (25) students; the School Division will maintain the higher of the two allowances until the end of the first complete school year. This clause does not apply to the division principal.

### 4.4. Acting/Surrogate Administrators – Compensation

4.4.1. In the absence of the principal and the assistant principal, or where there is no assistant principal, a teacher shall be designated as acting principal.

4.4.2. Where an assistant principal or administrative coordinator acts in place of a principal for more than five (5) consecutive school days, they shall receive an allowance



equivalent to that of the principal's allowance for such excess period. Such designation shall terminate upon the principal's return to duty or upon the appointment of a new principal.

4.4.2.1. In a school where there is no assistant principal or administrative coordinator, a teacher shall be temporarily designated to act as principal in the absence of the principal and the teacher shall receive an allowance equivalent to fifty per cent (50%) of the principal's allowance after the fifth (5) consecutive school day of the principal's absence.

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

4.5.1. *Teachers appointed to a position which carries a designation shall, after the initial year of appointment, have the appointment confirmed as continuing unless the School Division can show just cause to terminate the designation or the position is eliminated. In the event that a designated position is eliminated, the guidelines respecting placement and transfers prescribed in The Black Gold School Division Policy GCPA will apply to the designation.*

#### 4.6. Other Administrator Conditions

4.6.1. Travel: A teacher authorized or assigned on a regular basis by the School Division to travel by automobile in the performance of the teacher's regular duties shall be reimbursed at the kilometrage rate established for trustees by the School Division.

4.6.2. Vacation / work schedule: Any teacher required to work during a normal vacation period shall be notified in writing by the superintendent. The teacher will be granted equivalent leave with pay at a date that is satisfactory to both the teacher and the principal within six (6) months of the time worked.

4.6.3. Lieu Days: principals, as identified in clause 4.2.3.6 will be granted two (2) paid lieu days per school year, at a time mutually agreeable to the principal and the superintendent or designate. Effective September 1, 2023, the allotment will be increased to a total of three (3) days. Effective September 1, 2023, assistant principals as identified in clause 4.2.4.2 will be granted one (1) paid lieu day per school year, at a time mutually agreeable to the assistant principal and the superintendent or designate. Unused lieu days will not be carried forward nor will they be paid out.

## 5. **SUBSTITUTE TEACHERS**

### 5.1. *Rates of Pay*

5.1.1. *A substitute teacher is a teacher employed on a day-to-day or part-day basis where a contract of employment is not in effect.*

5.1.2. *Payment for substitute teachers shall be*

- 5.1.2.1. *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be \$200 plus six per cent (6%) vacation pay of \$12 for a total of \$212.*
- 5.1.2.2. *Effective June 10, 2022 (0.50 % Increase), the substitute teachers' daily rates of pay will be \$201.00 plus six per cent (6%) vacation pay of \$12.06 for a total of \$213.06 for each full day of work.*
- 5.1.2.3. *Effective September 1, 2022 (1.25% Increase), the substitute teachers' daily rates of pay will be \$215.72 plus two per cent (2%) in lieu of benefits \$4.31 for a total of \$220.03 for each full day of work.*
- 5.1.2.4. *Effective September 1, 2023 (2.00 % Increase), the substitute teachers' daily rates of pay will be \$220.04 plus two per cent (2%) in lieu of benefits \$4.40 for a total of \$224.44 for each full day of work.*
- 5.1.3. *Payment for part-days shall be prorated but in no case shall payment be for less than one-half (1/2) day.*
- 5.1.4. *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. *Number of days to go on grid: Payment will be made at the daily rate for the first three (3) consecutive school days. On the fourth (4) and subsequent days in the same school where a substitute teacher continues to replace the same regular teacher, payment shall be made according to placement on the salary schedule.*
  - 5.2.1.1. *In order for a substitute to qualify for payment as per clause 5.2.1, sufficient proof of qualifications will have to be supplied as per clauses 3.3 and 3.4 for proper placement on the salary grid.*
- 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

Where a substitute teacher has accepted employment and where the anticipated employment is for more than one (1) day, the employment may be cancelled with twelve (12) hours' notice. Without such notice and failing to place the substitute teacher in an alternate assignment and upon request of the substitute, the substitute will receive fifty per cent (50%) of the full day substitute rate.

#### 5.4. Substitute Teacher Professional Development

Effective September 1, 2023, any substitute teacher who has worked for the School Division for a minimum of twenty-five (25) full-time equivalent (FTE) days by the last day of February of the school year shall be entitled to claim one half (1/2) day at the daily substitute rate upon completion of a half (1/2) day School Division-provided training/professional learning. The entitlement must be used by the end of the school year and earned days will not be carried forward to the following school year.

### 6. PART TIME TEACHERS

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

#### 6.2. Part-time Teachers Salaries

6.2.1. *Part-time teachers shall be eligible for salary and allowances on a prorata basis in the proportion that their contract amount (including preparation time) bears to a full-time contract amount.*

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

6.3.1. *Part-time teachers shall be eligible for benefits, and personal leave days set forth in this agreement on a prorata basis in the proportion that their contract amount (including preparation time) bears to a full-time contract amount.*

#### 6.4. Other Part-time Teacher Conditions

6.4.1. A teacher on continuing full-time contract who voluntarily accepts a part-time position:

- a) will be given a part-time continuing contract for a specified period.
- b) at the end of the specified period, or any other agreed-upon period, will be reinstated in a full-time position with continuing full-time contract status.

6.4.2. Teachers on a continuous part-time contract shall not have their full-time equivalent status vary more than plus or minus zero point one five (0.15) FTE without consent of both parties.

### 7. GROUP BENEFITS

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

7.1.1. *When enrolment is satisfactory to the insurers, the School Division will make available the Alberta School Employee Benefit Plan (ASEBP), which provides Life Insurance,*

*Accidental Death and Dismemberment, Extended Disability Benefits, Extended Health Care, Vision Care, and Dental Care.*

- 7.1.2. *The School Division shall pay one hundred per cent (100%) toward the premiums for Life Insurance, Plan 2A, Accidental Death and Dismemberment, Plan 2A, and Extended Disability Benefits, Plan D, of the ASEBP.*
- 7.1.3. *The School Division shall pay one hundred per cent (100%) of the premiums payable for the Extended Health Care, Plan 1, of the ASEBP.*
- 7.1.4. *The School Division shall pay one hundred per cent (100%) of the premiums payable for Dental Care, Plan 3, of the ASEBP.*
- 7.1.5. *The School Division shall pay one hundred per cent (100%) of the premiums payable for Vision Care, Plan 3, of the ASEBP.*
- 7.1.6. *Teachers on professional development leave, the voluntary portion of a maternity leave, or any other voluntary leave in excess of thirty (30) calendar days shall be solely responsible for any costs or premiums relating to any benefit plans the teacher participates in under this Collective Agreement for the duration of the leave.*
- 7.1.7. *A teacher absent on unpaid leave in excess of thirty (30) calendar days shall cease to accrue and shall not be eligible to utilize benefits under this agreement such as sick leave and the School Division contributions to group and health insurance plans. Where eligible the employee may prepay the total contribution towards any benefit plans in order to maintain coverage during the period of such leave.*

## *7.2. Group Benefits Eligibility*

- 7.2.1. *Subject to the provisions of the master policies, all teachers appointed to the staff of the School Division participating in the ASEBP after the signing of this collective agreement shall be required to enroll in Life Insurance, Plan 2A, Accidental Death and Dismemberment, Plan 2A, and Extended Disability Benefits, Plan D, of the ASEBP.*

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

- 7.3.1. *The School Division will establish a combined HSA / WSA, which adheres to Revenue Canada Agency (CRA) requirements and the Income Tax Act, by making monthly contributions based on the FTE assignment for each teacher covered by a probationary, temporary, or permanent contract covering a minimum period of one hundred (100) instructional days. The annual contribution by the School Division for a full-time teacher will be \$725.00. 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.*

#### 7.4. *Other Group Benefits*

7.4.1. Employment Insurance Premium Reduction: Payments made towards benefit plans by the School Division shall permit it to retain and not pass on to teachers, any rebates of premiums otherwise required under Employment Insurance Premium Reduction 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 commencing the 2017-2018 school year.*

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

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

#### 8.2. *Assignable Time Definition*

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

- a) *Operational days (including teachers' convention);*
- b) *Instruction;*
- c) *Supervision, including before and after classes, transition time between classes, recesses, and lunch breaks;*
- d) *Parent teacher interviews and meetings;*
- e) *School 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 work day.*

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

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

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

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

### 8.3. *Duty Free Lunch*

8.3.1. *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.*

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

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

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

### 8.4. *Other Conditions of Practice*

8.4.1. *Subject to the approval of the superintendent, staff deployment is the responsibility of the principal in consultation with his staff.*

8.4.2. *It is recognized that a teacher's professional duties extend beyond instruction of pupils. Teachers will provide such instruction, supervision, and other duties as are reasonable as assigned by the principal.*

8.4.3. *The School Division will ensure that all student instruction will be performed by members of the Association.*

## 8.5. Extracurricular

8.5.1. The program of extra-curricular activities will be determined by the principal and their staff.

8.5.2. It is understood that any teacher involvement in extra-curricular activities is on a voluntary basis.

## 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. *School Divisions 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 Development Funds

9.2.1. Enhanced professional development funding in the amount of sixty-six thousand dollars (\$66,000) will be allocated each school year; unused monies will roll over each year to a maximum of one hundred and thirty-two (\$132,000). The accumulated amount will be equally allocated for both credit and not-for-credit professional development opportunities. The enhanced professional development program, as per Administrative Procedure 422, will be reviewed by the Joint Division/Local Alberta Teachers' Association (ATA) committee yearly and updated as needed. In the event of an impasse of the Joint/ Division/Local ATA committee regarding updates, the superintendent shall have the final right of approval.

## 10. SICK LEAVE

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

a) after two (2) years of service—ninety (90) calendar days.

b) less than two (2) years of service—the unused portion of statutory sick leave.

- 10.1.1. Where a teacher has suffered an illness and / or has been paid under the provisions of the ASEBP, upon their return to full-time duty, they shall be entitled to sick leave under the provisions of clause 10.1.
- 10.1.2. After ninety (90) calendar days of continuous absence due to disability the ASEBP will take effect.
- 10.1.3. It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the ASEBP will not be entitled to receive sick pay benefits as provided for elsewhere in this contract.
- 10.2. A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability, or sickness, for a period of more than three (3) consecutive teaching days, shall be required to present to the superintendent or designate a medical certificate within fourteen (14) calendar days from the commencement of the absence. The medical certificate referenced in this clause shall be included as a form in the Administrative Procedure Manual. Though it is anticipated this medical certificate will be sufficient in most instances, nothing in this clause prohibits the School Division from requesting additional medical information or introducing an alternate form. Should the School Division amend this form, the Association shall be notified and provided a copy of the amended form.
- 10.2.1. A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident or sickness for a period of three (3) consecutive teaching days or less shall be required to present to the principal a signed statement giving the reason for such absence immediately upon return to teaching duties.
- 10.2.2. In the case of any request for prolonged sick leave with pay, the School Division may require, at its expense, a certificate from a medical or dental practitioner designated by the School Division.
- 10.2.3. The School Division may require any teacher employed by it to undergo a medical examination by a physician named or approved by the School Division.
- 10.2.4. When a teacher has been on sick leave 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 continuous basis.

## **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 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 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 one hundred 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 a 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. *Upon informing the principal, a teacher shall be granted three (3) days of absence per school year with pay for personal reasons, except when circumstances put such a leave in conflict with the interests of the school. Such leave shall not be unreasonably denied.*
- 12.2. *Upon informing the superintendent or designate, a teacher covered in clauses 4.2.3, 4.2.4, 4.2.6.2, and 4.2.6.3 will be eligible for one (1) additional day of absence for personal reasons, except where circumstances put such leave in conflict with the interests of the school. Such leave shall not be unreasonably denied.*
- 12.3. *The first day of such leave shall be provided without a deduction for the cost of the substitute; if this day is not used by the end of the school year, it will be accumulated to a maximum of two (2) days available in any given school year – these two (2) days without substitute deduction must be used first. The teacher will pay the cost of a substitute, for the day(s) beyond the above-mentioned day(s) they were absent, as determined in clauses 5.1.2 and 5.1.4, depending on the effective date and clause 5.2.1.*
- 12.4. *A teacher may carry forward personal leave days with a maximum of five (5) personal days available in any given school year.*

## **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 Article.*

*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 Article.*

## 14. OTHER LEAVES

### 14.1. *Bereavement, Critical Illness and Funeral Leave*

14.1.1. *A Leave necessitated by critical illness or death of a spouse, child, stepchild, parent, stepparent, guardian, parent-in-law, grandparent, son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, sister-in-law, grandparent of spouse, and other close family member residing within the teacher's household shall be granted with full salary by the School Division as follows:*

14.1.1.1. *Up to and including five (5) teaching days for critical illness; critical illness leave granted under clause 14.1.1.1 will terminate in the event of death.*

14.1.1.2. *The days of absence referred to in clause 14.1.1.1 will be taken during the time of the actual occurrence of the critical illness. In any one school year, not more than five (5) days leave will be granted for each individual identified in clause 14.1.1.*

14.1.1.3. *Up to and including five (5) teaching days for death.*

14.1.1.4. *The days of absence referred to in clause 14.1.1.3 must be taken during the time of the actual occurrence of the death, within reason. In any one school year, not more than five (5) days leave will be granted for each individual identified in clause 14.1.1.*

14.1.1.5. *Those days referred to in clauses 14.1.1.1 and 14.1.1.2 may be extended at the discretion of the School Division should additional time be required.*

14.1.1.6. *Leave with pay up to one (1) day per school year may be granted by the School Division for the purpose of attending the funeral of a close friend other than those referred to in clause 14.1.1.*

14.1.1.7. *Before payment is made under clause 14.1.1, the School Division may require a medical certificate stating that critical illness was the reason for the absence.*

### 14.2. *Additional Parental Leave*

14.2.1. *In addition to maternity or adoption / parenting leave, teachers may be entitled to a parenting leave without pay or School Division contribution to benefit premiums for up to one (1) year. Such leave must commence immediately following maternity or adoption leave.*

14.2.2. *Application for such leave must be made no later than three (3) months prior to the commencement of parenting leave.*

14.2.3. *Parenting leave will terminate at the end of the school year.*

- a) *The School Division shall endeavor to reinstate a teacher returning from parenting leave to the position occupied at the time the leave commenced, or*
- b) *Provide the teacher with alternative work of a comparable nature at not less than the same wages and other benefits that had accrued to the teacher to the date the parenting leave commenced.*

#### 14.3 Graduation, Convocation and University Exams Leave

14.3.1. A teacher is entitled to leave of absence with pay for one (1) day of each of the teacher's own convocation and to write an examination related to the teacher's academic studies provided that convocation or the day of the examination falls on a school day.

#### 14.4. Inclement Weather/Impassable Roads Leave

14.4.1. Upon approval by the School Division, a teacher who, despite reasonable effort, is unable to travel to their school from their usual place of residence because of;

- a) inclement weather,
- b) impassable road conditions, or
- c) the failure of transportation facilities other than their own,

will be granted their salary for the periods of absence so occasioned.

#### 14.5. Jury Duty Leave

14.5.1. *Leave of absence without loss of salary shall be granted:*

- a) *For jury duty or any summons related thereto.*
- b) *To answer a subpoena or summons to act as a witness in any proceeding authorized by law to compel the attendance of witnesses provided that the teacher remits to the School Division any witness fee or jury stipend (excluding allowances and / or expenses) set by the court or other body.*

#### 14.6. Leave for Child's Arrival

14.6.1. *A teacher has two (2) days leave of absence for parental leave available with pay and benefits to attend the teacher's partner in the time surrounding the arrival of the child. Costs for the substitute teacher will be borne by the teacher for the second such day.*

#### 14.7. Family Medical Leave

14.7.1. *Leave with pay up to two (2) days per school year to attend to the medical needs of a teacher's parent, spouse, child, or those to whom the teacher is a primary caregiver. The teacher shall be required to present to the superintendent or designate a medical certificate from a medical practitioner within fourteen (14) calendar days from the commencement of the absence.*

#### 14.8. Discretionary Leave

14.8.1. *Additional leaves of absence may be granted by the School Division with or without pay for reasonable cause.*

### 15. GRIEVANCE PROCEDURE

*Subject to Letter of Understanding on Interim Grievance Procedure, current Article 15 and 16 in 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 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 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 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 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.*

## **16. EMPLOYMENT**

### 16.1. Information and Files:

16.1.1. The School Division shall submit proposed School Division regulations pertaining to teachers to representatives of its teaching staff. It shall be the responsibility of these representatives to communicate the views of the teachers regarding the proposed School Division regulations to the School Division.

16.1.2. Newly appointed teachers may be required to present a medical certificate of good health and satisfactory proof of age.

16.1.3. Upon employment with the School Division, each teacher shall be given a copy of the current collective agreement.

16.2. Transfers: A teacher designated as a principal or assistant principal who is being required to transfer may be required to retain such designation only with their consent.

**IN WITNESSETH WHEREOFF** the parties have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 2023.

**THE ALBERTA TEACHERS' ASSOCIATION**

\_\_\_\_\_  
Negotiating Subcommittee Chair

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

**BOARD OF TRUSTEES OF  
THE BLACK GOLD SCHOOL DIVISION**

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Associate Superintendent

## **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 Alberta Teachers' Association (Association) and the Teachers' Employer Bargaining Association (TEBA) were actively engaged in central bargaining;

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

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

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

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

**THE PARTIES AGREE AS FOLLOWS:**

**EFFECTIVE DATES**

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

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

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

**TRANSITION OF EXISTING GRIEVANCES**

1. *For grievances filed under Article 15 (Central Grievance Procedure) of 2018-2020 teacher collective agreements prior to February 1<sup>st</sup>, 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.

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 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.*
- 1.18.3. *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.*
- 1.18.4. *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 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 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 clause 3, and / or mutually agreeing to book alternative dates to those in clause 2 where the hearing can be facilitated sooner.*
5. *The Parties to the grievance shall cover their own costs of the hearing and equally share the cost of the arbitrator. If no hearing occurs, TEBA and the Association shall share equally the cancellation costs for the arbitrator.*
6. *To minimize cost, and where the hearing is not done virtually, the offices of the Association, TEBA, or 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 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**

*The 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**

**3.4. 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 was 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.*

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.*

## **LETTERS OF UNDERSTANDING—LOCAL**

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

#### **ATA SELF DIRECTED PROFESSIONAL DEVELOPMENT**

The School Division commits to identify three (3) consecutive hours on a designated professional development day in the 2023-2024 school year as ATA self-directed. The School Division will attempt to identify three (3) consecutive hours as ATA self-directed on a second designated professional day, if possible. A maximum of twelve (12) hours over the eight (8) professional development days in the 2023-2024 school year will be identified as ATA self-directed. This letter of understanding will expire on August 31, 2024.

### **LETTER OF UNDERSTANDING #11**

The teacher currently in the position at the Warburg Hutterite Colony will be red circled until such time that the teacher leaves the position.