

# **COLLECTIVE AGREEMENT**

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

**BETWEEN**

**THE FORT VERMILION SCHOOL DIVISION**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**

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



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This Collective Agreement between

The Fort Vermilion School Division  
(hereinafter referred to as the "Employer")

Party of the first part

and

The Alberta Teachers' Association,  
a body corporate, incorporated under the laws of the Province of Alberta  
(hereinafter referred to as the "Association")

Party of the second part

is made this \_\_\_ day of \_\_\_\_\_, 2023.

*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.*

AND WHEREAS certain terms and conditions of employment and salaries of teachers have been the subject of negotiations between the Parties.

AND WHEREAS the Parties desire that these matters be set forth in a Collective Agreement concerning the terms of employment of the said teachers

NOW THEREFORE this Collective Agreement witnesseth that in consideration of these 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 Employer, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Employer and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*

1.1.1 *Except for the provisions covered by articles 5, 15 and 16, none of the provisions of this Collective Agreement apply to substitute teachers.*

## **1.2 Excluded Positions**

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

- a) Superintendent and any other designations which include the term superintendent.

- b) For purposes of this Collective Agreement, the designation superintendent in clause 1.2.1(a) shall include Secretary-Treasurer and Assistant Secretary-Treasurer.
  - c) Any designation which includes the term Supervisor and / or Director.
- 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 Employer 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 Employer 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 Employer on behalf of the teachers in each bargaining unit with respect to local terms and to bind the teachers by a Collective Agreement.*
- 1.5 *Role of TEBA***
- 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employer's 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 Employers and to bind the Employers 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, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms.*
- 1.6 *The Employer 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 an Employer 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 an Employer meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first meeting, the Association and Employer shall exchange details of all amendments sought.*

## **2.7 Opening with Mutual Agreement**

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

2.7.2 *The Association and the Employer may at any time by mutual agreement negotiate revisions to the local matters contained in this Collective Agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.*

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

2.8.1 *As the Association is the bargaining agent for the teachers employed by the Employer, the Employer 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 Employer will identify teachers on leaves of absence greater than five (5) months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*

2.8.2 *The Employer 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 Employer 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 Employer, each Employer 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 Employer 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 Employer will identify teachers on leaves of absence greater than five (5) months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*

2.8.2 *The Employer 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 Employer financial statements;*
- 2.8.2.3 *Total benefit premium cost;*

- 2.8.2.4 *Total substitute teacher cost;*
- 2.8.2.5 *Total principal / vice principal / assistant principal allowance cost;*
- 2.8.2.6 *Total other allowance cost; and,*
- 2.8.2.7 *Notwithstanding the timeline set out in clause 2.8.2, the full-time assignable hours for a typical full-time teacher for each school shall be provided no later than October 31.*

**3. SALARY**

**3.1 Salary Pay Date / Schedule**

3.1.1 *The Employer shall pay all teachers monthly one-twelfth (1/12) of the salary rate in effect for that month as herein set forth and computed. For the purpose of this Collective Agreement, allowances shall be considered to be part of salary, except clause 9.2.*

**3.2 Grid**

3.2.1 *The following shall determine the placement of a teacher on the salary schedule:*

3.2.1.1 *The amount of teacher education, pursuant to clause 3.3.*

3.2.1.2 *The length of teacher experience, pursuant to clause 3.4.*

3.2.2 *Salary Adjustments:*

3.2.2.1 *Effective until June 9, 2022*

<b>Years of Teacher Experience</b>	<b>Years of Teacher Training</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	63,008	65,863	69,085
<b>1</b>	67,702	70,561	73,794
<b>2</b>	72,393	75,263	78,494
<b>3</b>	77,080	79,963	83,201
<b>4</b>	81,772	84,660	87,910
<b>5</b>	86,464	89,363	92,614
<b>6</b>	91,156	94,064	97,317
<b>7</b>	95,853	98,763	102,029



3.2.2.2 *Effective June 10, 2022 (0.50% Increase)*

<b>Years of Teacher Experience</b>	<b>Years of Teacher Training</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	63,323	66,192	69,430
<b>1</b>	68,041	70,914	74,163
<b>2</b>	72,755	75,639	78,886
<b>3</b>	77,465	80,363	83,617
<b>4</b>	82,181	85,083	88,350
<b>5</b>	86,896	89,810	93,077
<b>6</b>	91,612	94,534	97,804
<b>7</b>	96,332	99,257	102,539

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

3.2.2.3 *Effective September 1, 2022 (1.25% Increase)*

<b>Years of Teacher Experience</b>	<b>Years of Teacher Training</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	64,115	67,019	70,298
<b>1</b>	68,892	71,800	75,090
<b>2</b>	73,664	76,584	79,872
<b>3</b>	78,433	81,368	84,662
<b>4</b>	83,208	86,147	89,454
<b>5</b>	87,982	90,933	94,240
<b>6</b>	92,757	95,716	99,027
<b>7</b>	97,536	100,498	103,821

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

3.2.2.4 *Effective September 1, 2023 (2.00% Increase)*

<b>Years of Teacher Experience</b>	<b>Years of Teacher Training</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	65,397	68,359	71,704
<b>1</b>	70,270	73,236	76,592
<b>2</b>	75,137	78,116	81,469
<b>3</b>	80,002	82,995	86,355

<b>Years of Teacher Experience</b>	<b>Years of Teacher Training</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>4</b>	84,872	87,870	91,243
<b>5</b>	89,742	92,752	96,125
<b>6</b>	94,612	97,630	101,008
<b>7</b>	99,487	102,508	105,897

*\*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 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 Employer, until such time as the Employer 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 Employer 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 Employer.*

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 Employer.*

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 Employer in accordance with this clause.*

a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer 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 Employer shall recognize prior teaching experience as if it were earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*

3.4.8 *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the*

*previous employer certifying:*

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

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 Employers covered by PECBA. At the time of movement from another employer, the receiving Employer shall assume the recognition of experience provided by the previous employer.*

*Effective until June 9, 2022*

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

*Effective June 10, 2022, repeal 3.3.10*

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 [Career and Technology Studies]**

3.5.1 *A teacher designated as Career and Technology Studies who holds a valid teaching certificate, and one (1) or more related Journey person trade tickets shall be granted two (2) experience increments above the grid placement determined in accordance with clauses 3.2 and 3.3. Experience increments cannot exceed seven (7) increments.*

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

3.6.1 **Relocation Loan:** A relocation loan of twelve hundred dollars (\$1,200) maximum is to be made available to teachers commencing their first year of employment with the Employer. The loan shall be interest free and principle to be repaid during the first year of the teachers' contract. The loan is to be made available thirty (30) days prior to commencement of the school year.

3.6.2 Notwithstanding clause 3.6.1, teachers appointed during the school year may enter into an agreement with the Employer to borrow such funds as agreed to for relocation. Terms of this loan shall be similar to those in clause 3.6.1.

### **3.7 Pay for Summer or Night School**

- 3.7.1 Teachers who teach summer school or night school shall be paid at the rate of one two-hundredth (1/200) for each full day and one four-hundredth (1/400) for each half-day or evening.

### **3.8 Service Outside Operational Days**

- 3.8.1 Teachers who are assigned to work (at the request of the superintendent) outside of operational days will be compensated at one two-hundredth (1/200) of their annual salary, plus any applicable allowance, for the full day of work.

### **3.9 Other Allowances**

#### **3.9.1 Convention Allowance**

- 3.9.1.1 The Employer shall contribute to each teacher who as a condition of employment is required to attend convention: Nine hundred, thirty-nine dollars and twenty-seven cents (\$939.27).
- 3.9.1.2 Teachers accessing any personal leave during the Alberta Teachers' Association Convention, shall not be eligible for and shall not receive the allowance established in clause 3.9.1.1.
- 3.9.1.3 Teachers who do not travel to and / or do not attend the Alberta Teachers' Association Convention due to any other leave shall not be eligible for and shall not receive the convention allowance established in clause 3.9.1.1.
- 3.9.1.4 A teacher who is engaged by an Alberta Teachers' Association Convention Association as a speaker shall be entitled to retain any honorarium and / or stipend provided by the Convention Association in addition to their regular salary and allowances for that day.

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

### **4.1 Administration Allowances**

#### **4.1.1 Principals Allowances**

- 4.1.1.1 *In addition to their salary in clause 3.2, each principal shall receive, monthly, an allowance equal to one twelfth (1/12) of the following schedule using the student count as of September 30 each school year.*
- 4.1.1.2 *Base administrative allowance:*

Effective until June 9, 2022	Per annum	Per student			
		0-100	101-200	201-400	400+
	\$ 16,446	\$ -	\$ 49.34	\$ 24.69	\$ 16.44
Effective June 10, 2022 (0.50% Increase)	\$ 16,528	\$ -	\$ 49.59	\$ 24.81	\$ 16.52
Effective September 1, 2022 (1.25% Increase)	\$ 16,735	\$ -	\$ 50.21	\$ 25.12	\$ 16.73
Effective September 1, 2023 (2.00% Increase)	\$ 17,070	\$ -	\$ 51.21	\$ 25.63	\$ 17.06

- 4.1.1.3 *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.*
- 4.1.1.4 *Notwithstanding, no school principal shall be paid an allowance of more than: thirty-two thousand, eight hundred and ninety-two dollars (\$32,892) per annum.*
- 4.1.1.5 *The principal of district programs shall receive an annual administrative allowance in addition to the base allowance provided for in clause 4.1.1.2:*
- 4.1.1.5.1 *Effective until June 9, 2022; \$10,339 per annum.*
- 4.1.1.5.2 *Effective June 10, 2022, 0.50 % increase; \$10,391 per annum*
- 4.1.1.5.3 *Effective September 1, 2022, 1.25% increase; \$10,521 per annum*
- 4.1.1.5.6 *Effective September 1, 2023, 2.00% increase; \$10,731 per annum*
- 4.1.1.6 *The principal of district programs is not subject to the minimum principal allowance in clause 4.1.1.3.*
- 4.1.2 *Assistant principal allowance: In addition to their salary in clause 3.1, each assistant principal shall receive fifty per cent (50%) of the allowance paid to the principal.*
- 4.1.2.1 *The minimum allowance for assistant principal allowance will be adjusted in accordance with current proportionality to the principal allowance.*
- 4.1.3 *Facilitator: A teacher acting as a Facilitator, as assigned from time to time by the superintendent or designate, shall receive:*
- 4.1.3.1 *Effective until June 9, 2022; \$2,373 per annum.*
- 4.1.3.2 *Effective June 10, 2022, 0.50% increase; \$2,385 per annum*

4.1.3.3 *Effective September 1, 2022, 1.25% increase; \$2,415 per annum*

4.1.3.4 *Effective September 1, 2023, 2.00% increase; \$2,463 per annum*

4.1.4 *Coordinator: A teacher acting as a Coordinator, as assigned from time to time by the superintendent or designate, shall receive:*

4.1.4.1 *Effective until June 9, 2022; \$6,333 per annum.*

4.1.4.2 *Effective June 10, 2022, 0.50% increase; \$6,365 per annum*

4.1.4.3 *Effective September 1, 2022, 1.25% increase; \$6,444 per annum*

4.1.4.4 *Effective September 1, 2023, 2.00% increase; \$6,573 per annum*

## **4.2 Acting / Surrogate Administrators—Compensation**

4.2.1 When all school administrators are absent from the school, one (1) teacher shall receive an allowance per day while assuming principal / assistant principal responsibilities:

4.2.1.1 *Effective until June 9, 2022 - \$79.15 per day*

4.2.1.2 *Effective June 10, 2022 - \$70.55 per day*

4.2.1.3 *Effective September 1, 2022 - \$80.54 per day*

4.2.1.4 *Effective September 1, 2023 - \$82.15 per day*

4.2.2 In schools where there are assistant principals, if a principal is absent the assistant principal will assume the duties. After five (5) consecutive days absence, the assistant principal will receive one two-hundredth (1/200) of the principal's allowance pro-rata to the first day of the principal's absence.

4.2.3 It is recognized that teachers in one (1) room schools must be exempted from the provisions of clause 4.2.1.

4.2.4 Where reasonably practicable, when both administrators are away from the school site, the teacher chosen as the acting / surrogate administrator may follow the regular procedures for accessing a substitute teacher to cover their instructional responsibilities.

## **4.3 Red Circling**

4.3.1 In the case of an involuntary transfer, the Employer will red circle the allowance of a principal or assistant principal as follows:

a) the allowance of their previous school for one (1) year, and

b) for the second year and thereafter, the applicable allowance of the new school.

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

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

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

- 4.5.1 **Lieu Days for School-Based Administrators**
- 4.5.1.1 **Effective the beginning of the 2023-2024 school year, school-based principals and vice principals will be granted two (2) days in lieu per school year, at a mutually agreeable time for the principal, with the superintendent or designate, and the vice principal, with the principal.**



- 4.5.1.2 The paid days must be taken by May 31, of the school year, or days will be forfeited, and no payment shall be made in lieu. For any extension to the end of the year, permission of the superintendent or designate must be granted.

## 5. SUBSTITUTE TEACHERS

### 5.1 Rates of Pay

- 5.1.1 *A substitute teacher is a teacher employed on a day-to-day or a part day basis where a contract of employment is not in effect.*
- 5.1.2 *Full Day Rate of Pay:*
  - 5.1.2.1 *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be \$208.92 plus six per cent (6%) vacation pay of \$12.54 for a total of \$221.46.*
  - 5.1.2.2 *Effective June 10, 2022, 0.50% increase, the substitute teachers' daily rates of pay will be \$209.96 plus six per cent (6%) vacation pay of \$12.61 for a total of \$222.57.*
  - 5.1.2.3 *Effective September 1, 2022, 1.25% increase, the substitute teachers' daily rates of pay will be \$225.34 plus two per cent (2%) in lieu of benefits of \$4.52 for a total of \$229.86.*
  - 5.1.2.4 *Effective September 1, 2023, 2.00% increase, the substitute teachers' daily rates of pay will be \$229.85 plus two per cent (2%) in lieu of benefits of \$4.60 for a total of \$234.45.*
- 5.1.3 *Half Day Rate of Pay:*
  - 5.1.3.1 *Effective until June 9, 2022, the substitute teachers' half day rates of pay will be \$121.87 plus six per cent (6%) vacation pay of \$7.31 for a total of \$129.18.*
  - 5.1.3.2 *Effective June 10, 2022, 0.50% increase, the substitute teachers' half day rates of pay will be \$122.48 plus six per cent (6%) vacation pay of \$7.35 for a total of \$129.83.*
  - 5.1.3.3 *Effective September 1, 2022, 1.25% increase, the substitute teachers' half day rates of pay will be \$131.45 plus two per cent (2%) in lieu of benefits of \$2.63 for a total of \$134.08.*
  - 5.1.3.4 *Effective September 1, 2023, 2.00% increase, the substitute teachers' half day of pay will be \$134.08 plus two per cent (2%) in lieu of benefits of \$2.68 for a total of \$136.76.*
- 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: Notwithstanding clause 5.1, a substitute teacher who substitutes for a period of three (3) or more consecutive teacher / pupil contact days in the same school for the same teacher shall be treated as a temporary teacher from the beginning and during the continuance of such consecutive days. In such a case the substitute teacher must submit proof of experience and Qualifications in accordance with clause 3.2 and clause 3.3 of this Collective Agreement.*

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

## **5.3 Other Substitute Teacher Conditions**

5.3.1 When required, a substitute teacher shall be called, if available

5.3.2 Substitute teachers who wish to attend a professional development opportunity offered by the Employer, shall request permission to attend the day from the principal.

5.3.2.1 Should the superintendent or designate request a substitute teacher to attend professional development, they shall be paid the daily rate as per clause 5.1.

## **6. PART TIME TEACHERS**

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

6.1.1 *A part-time teacher shall mean a teacher employed under Contract of Employment to provide service for less than the regular hours of instruction per school year as established by the Employer's policy.*

### **6.2 Part-time Teachers Salaries**

6.2.1 *Part-time teachers shall receive the salary stipulated in this Collective Agreement on a pro-rata basis according to the percentage of time worked.*

### **6.3 Part-time Teachers Benefits, Leaves and Proration**

6.2.2 *Part-time teachers shall receive the benefits stipulated in this Collective Agreement on a pro-rata basis according to the percentage of time worked.*

## **7. GROUP BENEFITS**

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

- 7.1.1 *When enrolment and other requirements for group participation in various plans have been met, the Employer will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.*
- 7.1.2 *Subject to the provisions of the Master Policies, all teachers appointed to the staff shall be required to join the Alberta School Employee Benefit Plan (ASEBP), Plan D, Schedule 2; ASEBP, Extended Health Care Plan 2; ASEBP, Dental Care Plan 3I and ASEBP, Vision Care Plan 3, and all teachers presently enrolled in the Plans shall continue to be enrolled in the Plans as a condition of employment with the Employer.*
- 7.1.3 *Notwithstanding clause 7.1.2 it is understood that where there is a duplication of the benefits because the spouse of the teacher has the same or similar plans to ASEBP, Plan D, Schedule 2; ASEBP, Extended Health Care Plan 2; ASEBP, Dental Care Plan 3 and ASEBP, Vision Care Plan 3, the teacher may be exempted from participation.*
- 7.1.4 *The Employer shall contribute toward the costs of the various premiums as follows:*
- a) *ASEBP, Plan D, Schedule 2—one hundred per cent (100%) of each full-time teacher's monthly premium.*
  - b) *ASEBP, Extended Health Care Plan 1—one hundred per cent (100%) of each full-time teacher's monthly premium.*
  - c) *ASEBP, Dental Care Plan 3—one hundred per cent (100%) of each full-time teacher's monthly premium.*
  - d) *ASEBP Vision Care Plan 3—one hundred per cent (100%) of each full-time teacher's monthly premium.*

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

- 7.2.1 *The Employer shall implement an HSA / WSA that adheres to Canada Revenue Agency (CRA) rules and is administered by the ASEBP for the benefit of each eligible teacher and the teacher's spouse and dependents. The Employer shall contribute the following amount for each eligible teacher: seven hundred and twenty-five dollars (\$725).*
- 7.2.2 *Such amount shall be provided in equal monthly instalments. Any unused balance shall be carried forward to the extent permitted by CRA. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance after the expiry of the established time to submit expenses. An eligible teacher means any teacher on a continuing, probationary, interim, or temporary*

*contract. (Article 6 applies to this section).*

### **7.3 Other Benefits**

#### **7.3.1 Retiree Benefits**

*7.3.1.1 Where a retired teacher is employed on a contract by the Employer and therefore ineligible for regular group benefits with the ASEBP, the Employer agrees to pay the same premium contributions to the teacher as provided in clause 7.1.4. Payment will only be made upon receipt of expense claims, showing benefit costs paid by the employee up to the maximum of ASEBP rates.*

*7.3.1.2 When a teacher continues employment beyond age 70 and is no longer eligible for regular benefits with the ASEBP, the Employer agrees to pay the same premium contributions to the teacher as provided in clause 7.1.4. Payment will only be made upon receipt of expense claims showing benefit costs paid by the employee up to the maximum of ASEBP rates.*

#### **7.3.2 Employment Premium Reduction**

**7.3.2.1** Payments made toward benefit plans by the Employer shall permit the Employer to retain and not pass onto teachers any rebates of employment insurance premiums.

#### **7.3.3 Northern Residents Travel Allowance**

*7.3.3.1 Deducted from the grid will be a travel allowance as described in the Northern Living allowance. The amount of six thousand dollars (\$6,000.00) per annum will be allocated to holiday travel and the amount of two thousand five hundred dollars (\$2,500.00) per annum will be allocated to medical travel. These funds will be remitted to teachers on a monthly basis. Both allocations will be identified on the employee's T4 statement.*

*7.3.3.2 This amount will increase on the same dates and by the same percentages as applied to the salary grid provided these improvements are compliant with CRA regulations.*

**7.3.4** Property Protection: Where, as a result of maintaining order and discipline among students, a teacher suffers damage or destruction to personal property, the teacher shall be entitled to receive reasonable compensation for financial losses incurred. The Employer shall determine the amount of compensation upon being provided with such documentation as may be required.

## **8. CONDITIONS OF PRACTICE**

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

**8.1.1** *Effective until August 31, 2022, teacher instructional time will be capped at 907*

*hours per school year.*

8.1.2 *Effective September 1, 2022, teacher instructional time will be capped at 916 hours per school year.*

8.1.3 *Teacher assignable time is 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 Employers assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*

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

8.2.2 *Teachers have professional obligations under the 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 Employers. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

8.2.3 *Time spent traveling to and from professional development opportunities identified in 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**

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

8.2.1 *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 Employer.*

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

8.2.3 *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.*

## **9. PROFESSIONAL DEVELOPMENT**

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

9.1.2 *Teacher Professional Growth Plans will consider but will not be required to include the Employer's goals.*

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

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

### **9.2 Professional Improvement Leave**

9.2.1 *A teacher is eligible, after five (5) years of service with the Employer, to apply to the Employer, prior to February 1, for Professional Improvement Leave for the purpose of further study which will increase the teacher's capabilities.*

9.2.2 *The Employer shall submit all applications to a selection committee of two (2) Employer members and the superintendent or designate, who shall be a non-voting member of the committee and two (2) teacher representatives appointed by Local #77 of the Association.*

9.2.2.1 *Notwithstanding clause 9.2.2, in the event of a tie vote, the superintendent or designate will cast the deciding vote.*

9.2.3 *In addition, the Employer shall suggest criteria of a general nature to be used in the selection of the applicants for professional leave.*

9.2.4 *The selection committee will identify to the Employer, candidates eligible to*

*receive professional leave on or before March 1.*

- 9.2.5 *From the candidates identified by this selection committee the Employer may, at its discretion, grant one (1) or more teachers a one (1) year professional improvement leave.*
- 9.2.6 *Each teacher granted professional improvement leave shall receive an allowance equal to sixty-five per cent (65%) of grid salary.*
- 9.2.7 *The allowance shall be computed based on the teacher's salary agreement effective at the date the leave commences.*
- 9.2.8 *Teachers on professional improvement leave shall not be eligible for any benefits under this contract except those provided by the ASEBP. The cost of these benefits shall be covered by the Employer.*
- 9.2.9 *The one (1) year period of professional improvement leave shall not be considered as equal to classroom service for the purpose of determining experience for salary purposes.*
- 9.2.10 *Unless approved otherwise by the Employer any teacher granted professional improvement leave will be required:*
  - a) *to remain on contract with the Employer for an additional period of not less than two (2) years; or*
  - b) *to repay the allowance or repay that portion of the allowance for services not rendered in (a) plus interest at current rates. This includes the cost of benefits during the leave.*
- 9.2.11 *Prior to taking professional improvement leave the teacher shall enter into a written contract with the Employer establishing:*
  - a) *A teaching position, no less favourable as determined by the Employer than the one enjoyed before the leave, upon return. This placement is appealable to the Employer.*
  - b) *The method and time of payment of the entitlement.*
  - c) *The dates of the leave.*

## **10. SICK LEAVE**

- 10.1 *Sick leave with pay will be granted to the employee for the purpose of obtaining necessary personal medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.*
- 10.2 a) *As per the Education Act 220(1)(d)(ii) and 220(2), in the first year of employment with this Employer the teacher shall be entitled to statutory sick leave. Should sick leave*

*exceed the number of days of sick leave entitlement any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*

- b) During the second and subsequent years of service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness, or disability for ninety (90) calendar days.*
- c) A teacher who has more than one (1) year of service and has been absent for reasons listed in clause 10.1 shall, upon return to full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days. Part-time teachers shall be entitled to ninety (90) calendar days.*
- d) For the purpose of this Collective Agreement, an interrupted illness for the same illness shall be counted as one (1) illness.*

*10.3 Before any payment is made under the foregoing provisions the employee shall provide:*

- a) For illness of three (3) consecutive days or less a statement in a form approved by the Employer signed by the employee substantiating the illness.*
- b) For illness of more than three (3) consecutive days, the Employer may request a medical certificate during the illness in a form approved by the Employer from a qualified medical or dental practitioner or district nurse. Further medical certificates may be requested monthly during the leave as determined appropriate by the Employer.*

*10.4 The superintendent or designate may require a teacher to provide a medical certificate as prescribed by clause 10.3 (b) for any illness of three consecutive days or less provided the teacher is informed of this requirement prior to their return to teaching duties.*

*10.5 The Employer may require a teacher to submit to a medical examination by an Employer-designated doctor. The expense of the medical examination and all other reasonable related expenses will be borne by the Employer.*

*10.6 a) Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the ASEBP.*

- b) When a teacher is eligible for the extended disability benefits contained elsewhere in this Collective Agreement, the provisions for sick leave shall be suspended and no further salary shall be paid.*

*10.7 A teacher injured in other remunerative employment other than Employer employment shall not be entitled to benefit of clause 10.*

*10.8 Provisions of this clause shall not be applicable when a teacher is on another leave (other than sick leave), without pay.*

*10.9 When a teacher leaves the employ of the Employer, all benefits contained under these provisions are cancelled.*



- 10.10 *If a teacher is medically prevented from performing regular work with the Employer as a result of an accident that is recognized by the Workers' Compensation Board (WCB), clause 10 will still apply. The teacher will assign the WCB award for loss of wages to the Employer.*
- 10.11 *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.*

## **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 Employer 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 Employer 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 Employer 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 Employer no less than four (4) weeks' notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one (1) teacher or shared by both teachers. In any case, the Employer may grant but is not required to grant parental leave to more than one (1) parent of the child at the same time.*

### **11.3 Salary and Benefit Premium (Health-Related)**

- 11.3.1 *The Employer 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 Employer 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 Employer shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The HSA / WSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA / WSA during this time.*

### **11.4 Benefits—Prepayment or Repayment of Premiums During Unpaid Portion of Leave**

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Employer 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 Employer will continue paying the Employer 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 Employer 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 Employer paid benefit premiums and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than 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 Employer paid benefit premiums and shall reimburse the Employer upon receipt of an invoice.*
- 11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer 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 *Leave with pay for up to three (3) days per school year for personal reasons may be granted to teachers at the discretion of the school principal provided the educational program of the school is not disrupted and subject to the following:*
  - a) *Where possible, all requests are to be made in writing in advance to the principal.*
  - b) *Requests shall be made on the form provided by the Employer.*
  - c) *The principal shall review each request to ensure the educational program of the school is not disrupted.*
  - d) *Any principal taking personal leave shall notify the superintendent or designate prior to taking leave.*

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

*Effective until August 31, 2022*

- 13.1 *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.2 *Upon written request to the superintendent or designate, the Employer may consider additional Association Leave. The written request shall be provided with as much notice*

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

- 13.3 *One (1) representative appointed by the Local #77 of the Association is entitled to attend all Employer Board meetings provided all expenses inclusive of substitute teacher pay is paid by the Association.*
- 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 Employer, the teacher, and the Association and is at no cost to the Employer.*
- 13.5 *During such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the Collective Agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on the teacher's 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 Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the 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 *One (1) representative appointed by the Local #77 of the Association is entitled to attend all Employer Board meetings provided all expenses inclusive of substitute teacher pay is paid by the Association.*
- 13.4 *Upon written request to the superintendent or designate, the Employer may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Employer. The Association will reimburse the Employer as per clause 13.1. Such leaves will not be unreasonably denied.*
- 13.5 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the Collective Agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded*

*is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.*

- 13.5 *During such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the Collective Agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on teacher's behalf while on secondment under this article.*

## **14. OTHER LEAVES**

### **14.1 Compassionate Leave**

14.1.1 *The superintendent or designate may, upon request and the presentation of a medical certificate or some other proof satisfactory to the superintendent or designate, grant a temporary leave of absence with pay up to a total of four (4) days and allow for a maximum of two (2) days travel, where necessary, when such absence is necessitated for reasons of critical illness and / or death of a member of the teacher's family. The word "family" shall be interpreted as meaning: husband, wife, son, daughter, brother, sister, parent, guardian, grandparents, great-grandparents, grandchild or other relative who is a member of the teacher's household. This includes family members listed above with the term "in-law".*

14.1.2 *The superintendent or designate may grant additional compassionate leave with pay.*

### **14.2 Family Medical Leave**

14.2.1 *A teacher is entitled to three (3) days with pay in each school year to attend to the medical needs for family members of the teacher's household.*

14.2.2 *clause 14.2.1 can also be used to attend to the medical needs of the teacher's child or parent who is not a member of the teacher's household.*

14.2.3 *On the first day, this leave shall be approved by the principal; however, in the event of the second or more consecutive days, the leave will be approved by the superintendent or designate.*

14.2.4 *The superintendent or designate may request acceptable medical documentation from a qualified medical or dental practitioner.*

14.2.5 *The superintendent or designate will consider the following:*

- a) *Multiple family members using family medical leave at the same time, and / or*
- b) *The use of multiple leave provisions consecutively and the impact on the student environment.*

### **14.3 Deferred Salary Leave**

- 14.3.1 The Employer shall maintain a Deferred Salary Leave Plan with any amendment subject to agreement by a committee made up of Association Local #77 members and Employer's members, and contingent on CRA Regulations.

### **14.4 Jury Duty**

- 14.4.1 *Leave of absence without loss of salary shall be granted for Jury Duty or any summons related thereto provided that the Jury stipend accumulated during instructional time (excluding allowances and / or expenses) are reimbursed to the Employer.*

### **14.5 Court Appearance**

- 14.5.1 *Where a teacher is summoned by subpoena to testify as a witness in a court proceeding involving an indictable offense, the teacher will be granted leave of absence without loss of salary on the provision that the legal stipend accumulated during instructional time (excluding allowances and / or expenses) are reimbursed to the Employer.*

### **14.6 Paternity Leave**

- 14.6.1 *Leave of absence without loss of salary shall be granted to a teacher for paternal leave to a maximum of two (2) days within two (2) weeks of childbirth or within the period of the date of birth and the time when both the mother and the child have left the hospital.*

### **14.7 Additional Leave/General Discretionary Leave**

- 14.7.1 Additional leave of absence for less than one (1) school year may be granted by the superintendent or designate with or without pay and Employer's share of contribution to benefit insurance premiums for reasonable cause. The superintendent or designate's decision shall be appealable to the Employer.
- 14.7.2
- i. A leave without pay and Employer's share of contribution to benefit insurance premiums for the next school year may be granted by the superintendent or designate provided the teacher makes application for this leave of absence prior to March 31 of the current school year. The superintendent or designate, may at their sole discretion, consider an application received after March 31 of the current school year.
  - ii. If a leave of absence without pay and Employer's share of contribution to benefit insurance premiums is granted to a teacher for a school year the teacher must notify the superintendent or designate prior to February 1 of the school year in which the teacher is on leave of their intent to return to a teaching position in the next school year. If the teacher fails to provide notice of their intent to return it shall be presumed the teacher has resigned and the Employer shall be under no obligation to place the teacher in any position for the next school year.

- 14.7.3 Provided the insurance carrier allows, a teacher may continue coverage under the insurance plans provided the teacher pays one hundred per cent (100%) of the benefit insurance premiums.

#### **14.8 Inclement Weather**

- 14.8.1 Upon ratification by both parties, the superintendent or designate may grant leave of absence with pay and benefits where a teacher is prevented from travelling from the teacher's usual place of residence to work because of impassable roads due to inclement weather, provided that:
- a) the absence is communicated to the principal,
  - b) the teacher makes a reasonable effort (at least two (2) attempts) to return to their place of work if road conditions improve, and
  - c) the teacher carries out employment duties and responsibilities that can be reasonably completed from their usual residence.
- 14.8.2 Impassable roads means roads temporary closed by municipal or provincial authorities or, a reasonable effort to travel to work has been made by the teacher, but due to road conditions, the teacher was unable to attend at work.
- 14.8.3 Where roads are reopened or become passable during the workday, the teacher is expected to attend their place of work.
- 14.8.4 Access to such leave shall not be unreasonably denied.

### **15. 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 Employer, 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 clause(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 Employer, 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 Employer shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6 *Representatives of the Employer 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 Employer 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 Employer portion of statutory benefit contributions, as per clause 13.2. The Employer will give advance notice to the Association when a representative of the Employer affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the Employer against a teacher, the Employer 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 Employer and / or the Association may convey a grievance to arbitration.*
- 15.11 *The Employer 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 (3) member arbitration*



*board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three (3) member arbitration board, and the nominees shall endeavour to select an independent Chair.*

*15.12.1 If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*

*15.13 Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*

*15.14 The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*

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

*15.15.1 the Employer 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 Employer.*

*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 Employer.*

*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 clauses 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 Employers 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 Employer'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 Subrogation

#### 16.1.1 Interpretation:

- 16.1.1.1 *Cost of Absence* means the total remuneration paid by the Employer during a period when the teacher was absent from work.
- 16.1.1.2 *Interest* means interest calculated in accordance with the provisions of the Alberta Judgement Interest Act, RSA 2000, c.J-1, and amendments and regulations thereto.
- 16.1.1.3 *Judgement or Settlement* means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
- 16.1.1.4 *Remuneration* means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.
- 16.1.1.5 *Teacher* means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian, or the estate of the deceased teacher.

#### 16.1.2 In the event that the Employer incurs a cost of absence as a result of an act or omission of a third party, the Employer is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:

- 16.1.2.1 the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;
- 16.1.2.2 the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
- 16.1.2.3 the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
- 16.1.2.4 the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
- 16.1.2.5 the teacher will not settle their claim without the prior written consent

of the Employer as to the amount of the cost of absence to be recovered by the Employer;

16.1.2.6 upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;

16.1.2.7 the teacher shall not release any third party from the cost of absence without the consent of the Employer; and

16.1.2.8 the Employer's consent to settlement shall not be unreasonably withheld.

16.1.3 When as a result of judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest.

16.1.4 When as a result of a judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest.

16.1.5 The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this clause 16.1.

16.1.6 In exercising any of its rights under clause 16.1, the Employer shall have due regard for the interests of the teacher.

## **16.2 Travel**

16.2.1 Subject to a request received on or before January 15, any teacher required by the Employer to travel for work purposes (other than attending their required place of work and excluding teacher's convention) shall receive a T2200.

16.2.2 Any teacher who requests to receive a T2200 shall complete a form that verifies any eligible travel and holds the Employer harmless with respect to any errors associated with the CRA guidelines.

16.3 The Employer shall provide a probationary teacher notice, on or before April 30 of the preceding school year, whether or not the teacher's contract will be renewed or extended for the next school year.

**IN WITNESS THEREOF** the Parties hereto executed this Collective Agreement by affixing the signatures of their proper officers on their behalf on the date(s) as set out below.

On the behalf of:  
**The Fort Vermilion School Division**  
(Employer)

On the behalf of:  
**The Alberta Teachers' Association**  
(Association)

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Michael McMann, Superintendent

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Jim Weller, NSC Chair

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Norman Buhler, Associate Superintendent of Finance

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Sean Brown, Associate Coordinator,  
Collective Bargaining

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Signed on \_\_\_\_\_ 2023  
Date

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Signed on \_\_\_\_\_ 2023  
Date

## **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 an Employer 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 LOU;

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

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

##### **EFFECTIVE DATES**

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

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

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

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

1. *For grievances filed under article 15 (Central Grievance Procedure) of 2018–2020 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
  - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*

- b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*
2. *For grievances filed under article 16 (Local Grievance Procedure) of 2018-2020 teacher collective agreements prior to February 1, 2022, the Employer 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 Employer, 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 clause(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 Employer, 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 Employer shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6 *Representatives of the Employer 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 Employer 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 Employer portion of statutory benefit contributions, as per clause 13.2. The Employer will give advance notice to the Association when a representative of the Employer affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the Employer against a teacher, the Employer 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 Employer and / or the Association may convey a grievance to arbitration.*
- 15.11 *The Employer 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 (3) member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three (3) member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1 *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13 *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*

15.14 *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*

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

15.15.1 *the Employer 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 Employer.*

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 Employer.*

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 Employers in this clause 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 Employer's school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.*
- 15.18.2 In the event, at any stage of this procedure (except clause 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*
- 15.18.3 The time limits in this article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.*
- 15.18.4 At any point, the grievance may be resolved through terms mutually agreed upon by the parties. Any agreed to resolution is binding on the signatories to the resolution.*

**LETTER OF UNDERSTANDING #3**

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

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

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

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

*The Employer 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:**

*Employers shall provide the information needed for the Association to contact individual new hires and returning teachers independently of the Employer 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 Employer.*

*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 Employers, TEBA and the Association shall meet within sixty (60) days to discuss the appropriate apportionment of costs.*

## **LETTER OF UNDERSTANDING #6**

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

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

*"This award is the result of an expedited procedure to which the parties agreed. Consequently, there has been evidence entered by agreement as well as by submission. Reference to case law has been limited. The parties are satisfied with an award that accommodates their agreed restrictions on the procedure. The arbitrator reserves jurisdiction regarding the quantum of any*

*damages awarded and any issues concerning the implementation of the award.”*

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



## **LETTER OF UNDERSTANDING #7**

### **DUTY TO ACCOMMODATE**

*TEBA, the Association, and Employers 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 Employers acknowledge a shared responsibility for the duty to accommodate teachers up to a point of undue hardship. The Association and Employers 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. Employers 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, an Employer with a distributed education program shall establish a Distributed Education Collaboration Committee to facilitate ongoing conversations on the above noted elements of a distributed education program.

## **LETTER OF UNDERSTANDING #9**

### **EXPERIENCE FORM**

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

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

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

**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 Employer.*

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 Employer.*

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 Employer in accordance with this article*
- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero (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 Employer shall recognize prior teaching experience as if it were earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8 *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
  - c) *The written confirmation is signed by an authorized officer of the previous employer.*
- 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 Employers covered by PECBA. At the time of movement from another employer, the receiving Employer shall assume the recognition of experience provided by the previous employer.*
- 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**

The Association and the Employer agree to establish and formalize a forum for discussing issues that arise which may affect the work life of teachers and Employer operations, including, but not limited to, the divisional calendar.