

# **COLLECTIVE AGREEMENT (TEACHERS)**

**BETWEEN**

**THE MEDICINE HAT PUBLIC BOARD OF EDUCATION**  
Operating As The



**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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- Central Matter

*Blue non-Italic*

- Local Matter

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## 1. APPLICATION/SCOPE

*This collective agreement is made this 11 day of September 2023 between The Medicine Hat Board of Education operating as The Medicine Hat Public Board of Education ("School Division") and the Alberta Teachers' Association ("Association").*

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

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

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

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

1.5 *Role of TEBA*

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

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

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

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

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

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

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

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

1.11 *Structural Provisions*

1.11.1 *Coordinating Committee - The parties hereto recognize that there is in existence, at the present time, a Coordinating Committee for the purpose of communicating the views of teachers on matters of school affairs to the Board of Trustees. It is the intention of the parties hereto that the current practices in this regard shall continue during the currency of this Agreement.*

## **2. TERM AND BARGAINING PROCESS:**

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 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*

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

### **2.3 Central Matters Bargaining**

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

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

### **2.4 Local Bargaining**

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

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

### **2.5 Bridging**

2.5.1 *Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the*

*notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until*

- (1) a new collective agreement is concluded, or*
- (2) a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*

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

## **2.6 Meet and Exchange**

*2.6.1 For central table bargaining, representatives of the Association and TEBA shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.*

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

## **2.7 Opening with Mutual Agreement**

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

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

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

*2.8.1 As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five*

*months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

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

*2.8.2.1 Teacher distribution by salary grid category and step as of September 30;*

*2.8.2.2 Health Spending Account (HSA) / Wellness Spending Account (WSA) / Registered Retirement Savings Plan (RRSP) utilization rates;*

*2.8.2.3 Most recent School Division financial statement;*

*2.8.2.4 Total benefit premium cost;*

*2.8.2.5 Total substitute teacher cost; and*

*2.8.2.6 Total allowances cost.*

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

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

*2.8.1.1 name,*

*2.8.1.2 certificate number,*

*2.8.1.3 home address,*

*2.8.1.4 personal 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, and*

*2.8.1.8 salary grid placement.*

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

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

2.8.2.1 *HSA/WSA)/RRSP utilization rates;*

2.8.2.2 *Most recent School Division financial statement;*

2.8.2.3 *Total benefit premium cost;*

2.8.2.4 *Total substitute teacher cost;*

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

2.8.2.6 *Total other allowances cost; and*

2.8.2.7 *Notwithstanding the timeline set out in 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<sup>st</sup>.*

### **3. SALARY**

#### **3.1 Salary Pay Date/Schedule**

3.1.1 *The School Division shall pay all of the teachers in its employ the salaries and allowances as herein set forth and computed.*

3.1.2 *The amount of teacher education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Division.*

3.1.3 *Pay Dates – The School Division shall pay each teacher one-twelfth ( $\frac{1}{12}$ ) of the teacher's annual salary on or before the last banking day of each calendar month, except for December which shall be the last teaching day.*

3.1.4 *Any days in the last week of August forming part of the new school year shall be deemed to be days taught in September and be subject to all terms of the Collective Agreement in force in the month of September of the new school year.*

#### **3.2 Salary Grids**

*Salaries shall be paid in accordance with the rates specified below:*



**September 1, 2020**

Years of Teaching Experience

<b>Years of Teacher Education</b>		
<b>Four</b>	<b>Five</b>	<b>Six</b>
<i>Annual Salary</i>	<i>Annual Salary</i>	<i>Annual Salary</i>

0	60,573	64,365	67,875
1	63,892	67,684	71,194
2	67,211	71,003	74,513
3	70,530	74,322	77,832
4	73,849	77,641	81,151
5	77,873	81,665	85,175
6	81,897	85,689	89,199
7	85,921	89,713	93,223
8	89,945	93,737	97,247
9	93,969	97,761	101,271

**Effective - Ratification - June 10, 2022**

**0.5%**

Years of Teaching Experience

<b>Years of Teacher Education</b>		
<b>Four</b>	<b>Five</b>	<b>Six</b>
<i>Annual Salary</i>	<i>Annual Salary</i>	<i>Annual Salary</i>

0	60,876	64,687	68,214
1	64,211	68,022	71,550
2	67,547	71,358	74,886
3	70,883	74,694	78,221
4	74,218	78,029	81,557
5	78,262	82,073	85,601
6	82,306	86,117	89,645
7	86,351	90,162	93,689
8	90,395	94,206	97,733
9	94,439	98,250	101,777

**Effective - September 1, 2022**

**1.25%**

Years of Teaching Experience

<b>Years of Teacher Education</b>		
<b>Four</b>	<b>Five</b>	<b>Six</b>
<i>Annual Salary</i>	<i>Annual Salary</i>	<i>Annual Salary</i>

0	61,637	65,496	69,067
1	65,014	68,872	72,444
2	68,391	72,250	75,822
3	71,769	75,628	79,199
4	75,146	79,004	82,576
5	79,240	83,099	86,671
6	83,335	87,193	90,766
7	87,430	91,289	94,860
8	91,525	95,384	98,955
9	95,619	99,478	103,049

**Effective - September 1, 2023**

**2.00%**

Years of Teaching Experience

<b>Years of Teacher Education</b>		
<b>Four</b>	<b>Five</b>	<b>Six</b>
<i>Annual Salary</i>	<i>Annual Salary</i>	<i>Annual Salary</i>

0	62,870	66,806	70,448
1	66,314	70,249	73,893
2	69,759	73,695	77,338
3	73,204	77,141	80,783
4	76,649	80,584	84,228
5	80,825	84,761	88,404
6	85,002	88,937	92,581
7	89,179	93,115	96,757
8	93,356	97,292	100,934
9	97,531	101,468	105,110

### **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 School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
- (1) *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in 3.3.2.*
- (2) *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4 *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within (60) operational days from the date of completion of education or commencement of employment.*
- (1) *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in 3.3.2.*
- (2) *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

### **3.4 Teaching Experience**

*Teachers shall:*

- (a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing Division, and working in a position that requires a teaching certificate as a condition of employment; and*

*(b) Not gain experience during vacation periods and leaves of absence without salary.*

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

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

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

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

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

*Prior Experience*

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

*(1) Until proof of experience is submitted to the Superintendent or designate, all teachers new to the School Division shall be deemed to have zero years of experience on the salary grid.*

*(2) 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.*

*(3) If proof or evident of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

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

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

*(1) 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 Division;*

- (2) The position held while earning the experience was one that required a valid teaching certificate; and*
- (3) The written confirmation is signed by an authorized officer of the previous School Division.*

*3.4.9 The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall be affected by movement between School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous School Division.*

*Effective Until June 9, 2022*

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

*Effective June 10, 2022 (repeal 3.4.10 above)*

*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 – Specialist Training and Experience for Career & Technology Studies (C.T.S.)**

*3.5.1 Definitions: Specialist training shall mean training required to teach a specified C.T.S. course but, is not part of the education or training which has been given credit by a university toward a university program. Experience for specialist training shall mean any trade experience gained after the person has obtained the formal training as outlined in Article 3.5.4(2) and 3.5.4(3) below.*

*3.5.2 Application: The provisions of Article 3.5 shall apply only to teachers of specified C.T.S. courses where a demonstrated staffing shortage exists.*

*3.5.3 The initial placement allowance shall remain constant throughout the period of employment.*

*3.5.4 Training: The professional training of teachers of specified C.T.S. courses shall be evaluated as follows:*

(1) *Teacher education according to Section 3.3.1 of this Agreement.*  
*AND*

(2) *A certificate of proficiency in a designated trade (Journey person's Certificate) recognized by the Alberta Apprenticeship Board.*

*OR*

(3) *Successful completion of a two-year course at a school of technology shall be regarded as equivalent to one year of teacher education for salary purposes.*

(4) *Technical training not covered by the preceding Sections 3.5.4(1) and 3.5.4(2) may be evaluated by a committee consisting of a representative of the School Division, a representative of the Association, and the Superintendent of Schools. Any decision of this committee must be unanimous. The evaluation cannot exceed one year of teacher education beyond the university training evaluated under Section 3.3.1.*

**ALLOWANCE FOR VOCATIONAL EXPERIENCE**

(5) *Upon engagement, an initial experience allowance may be granted. The amount of the allowance shall be determined by a committee consisting of one representative of the School Division, the Superintendent of Schools, and two representatives of the Association. The amount of the allowance must be agreed upon by the unanimous agreement of the committee members.*

(6) *The total salary shall not exceed the maximum provided in the respective category of teacher training and shall not exceed that of a teacher on staff with equivalent training and experience.*

**3.6 Other Rates of Pay**

**3.6.1 Summer School** – Notwithstanding Clause 3.2 above, teachers who provide instruction at Summer School shall be paid at the following rates per instructional hour:

(1)	September 1, 2020	\$59.50
(2)	June 10, 2022	\$59.80
(3)	September 1, 2022	\$60.55
(4)	September 1, 2023	\$61.76

**3.6.2 District Orientation** – New teachers attending district orientation sessions outside of the school district calendar will be reimbursed at 1/400<sup>th</sup> of their salary for each half (½) day attended.

### 3.7 Other Allowances

#### 3.7.1 *Early Retirement Incentive Plan (ERIP)*

- (1) *The School Division will pay a retirement incentive to all eligible Teachers.*
- (2) *Eligible Teachers shall be all teachers who have been under contract to the School Division for a minimum of ten (10) consecutive years inclusive of the year of retirement and who meet the following conditions:*
  - (a) *Teachers who are 55 years of age by June 30.*
  - (b) *Teachers who are older than 55 years of age but will achieve a Teacher Retirement Fund Index of 85 by June 30.*
  - (c) *Teachers who are older than 55 years of age, but have not achieved a Teacher Retirement Fund (A.T.R.F.) Index of 85 by June 30.*
  - (d) *A teacher must be in receipt of an A.T.R.F. Pension on the date of payment.*
  - (e) *A teacher must retire on June 30 of the year in which the ERIP is granted.*
  - (f) *Eligible teachers must apply to the Secretary Treasurer no later than March 31 of the year in which they intend to retire.*
  - (g) *In any case, no other teacher shall be eligible.*
- (3) *Notwithstanding Clause 3.7.1(2), the Board of Trustees may, at its sole discretion, grant a Retirement Incentive to other teachers.*
- (4) *The amount of the incentive shall be calculated as follows:*
$$\$25,000 \times \frac{\text{Years of Pensionable Service of Last 10 Years}}{10}$$
- (5) *The date of payment of the incentive shall be August 31st, following retirement or other time mutually agreeable to the teacher and the Secretary Treasurer.*

## 4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

### 4.1 Creation of New Designations/Positions

When the School Division creates any new designations/positions not specified in this Agreement to which a teacher will be assigned, the allowance, if any, for the new designation/position shall be negotiated.

### 4.2 Administration Allowances

#### 4.2.1 Principal Allowances

(1) **Categories** - For the purposes of this article schools shall be grouped into categories based on the number full time equivalent (FTE) certificated teachers working in the respective school.

(2) **Teacher Counts** - Counts will be based on teachers as at September 30<sup>th</sup> of each school year.

(3) **Category groupings** - the groupings shall be as follows:

	<u>Teacher (FTE)</u>
Category A	1 to 14.99
Category B	15 to 19.99
Category C	20 to 24.99
Category D	25 to 29.99
Category E	30 to 34.99
Category F	35 to 39.99
Category G	40 to 44.99
Category H	45 to 54.99
Category I	55 or more

(4) **Principal Allowance rates** - the annual rates shall be as follows:



Category	Sept. 1, 2020	June 10, 2022	Sept. 1, 2022	Sept. 1, 2023
		0.5%	1.25%	2.0%
A	20,000	20,100	20,351	20,758
B	24,000	24,120	24,422	24,910
C	26,000	26,130	26,457	26,986
D	28,000	28,140	28,492	29,062
E	29,500	29,648	30,019	30,619
F	31,000	31,155	31,544	32,175
G	32,500	32,663	33,071	33,732
H	36,500	36,683	37,142	37,885
I	41,000	41,205	41,720	42,554

- (5) **Principal of Alternate Programs** – due to the unique nature of *this* position for purposes of Article 4.2.1(4) – the principal of Alternate Programs shall be considered to be included in Category B.
- (6) Notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated on FTE.

#### 4.2.2 **First Vice-Principals**

First or only vice-principals shall be paid an administrative allowance equal to sixty percent (60%) of their respective school's principal allowance.

#### 4.2.3 **Second and Third Vice-Principals**

Second and third vice-principals shall be paid an administrative allowance equal to fifty percent (50%) of their respective school's principal allowance.

#### 4.2.4 **Department Heads**

Department Heads shall be paid an administrative allowance equivalent to one-half ( $\frac{1}{2}$ ) of the Coordinators' allowance. Accordingly, the Department Heads' annual allowance shall be as follows:

- |     |                   |         |
|-----|-------------------|---------|
| (1) | September 1, 2020 | \$7,000 |
| (2) | June 10, 2022     | \$7,035 |
| (3) | September 1, 2022 | \$7,123 |
| (4) | September 1, 2023 | \$7,265 |

#### 4.2.5 **Team Leaders, Project Leaders and Curriculum Leaders**

*Team leaders, project leaders and curriculum leaders shall be paid an allowance equivalent to one-half (1/2) of a Department Heads Allowance. Accordingly, the annual allowance shall be as follows:*

(1)	September 1, 2020	\$3,500
(2)	June 10, 2022	\$3,518
(3)	September 1, 2022	\$3,561
(4)	September 1, 2023	\$3,633

#### 4.2.6 **Coordinators**

*Coordinators shall be paid an annual administrative allowance as follows:*

(1)	September 1, 2020	\$14,000
(2)	June 10, 2022	\$14,070
(3)	September 1, 2022	\$14,246
(4)	September 1, 2023	\$14,531

#### 4.2.7 **Consultants**

*Consultants shall be paid an annual administrative allowance as follows:*

(1)	September 1, 2020	\$9,600
(2)	June 10, 2022	\$9,648
(3)	September 1, 2022	\$9,769
(4)	September 1, 2023	\$9,964

### 4.3 **Red-Circling**

4.3.1 **Application** – This article applies to all principal and vice-principal positions.

4.3.2 **If the Employer:**

- (a) directs an Administrator to an alternative assignment which has a lower administrative allowance, or
- (b) reconfigures the grade structure of a school resulting in a reduction of students,

- (c) changes the attendance area of a school resulting in a reduction of students,

then the employee's administrative allowance, that they were receiving immediately prior to the School Division decision, shall be red-circled.

- 4.3.3 Red-circled shall mean that they will continue to receive the same administrative allowance that they were receiving at the time of transfer/change for a specified red-circle period of time.
- 4.3.4 During the Red-Circle Period the teacher will not be eligible for any increase in their administrative allowance until their new administrative allowance exceeds their red-circled allowance.
- 4.3.5 The red-circled period shall be determined as the lessor of the following:
  - (a) three (3) years, or
  - (b) a term equivalent to the period that the teacher served in the role that they were removed from, if applicable or
  - (c) a term equivalent to the period that the teacher held the administrative position in the school that was reconfigured or whose attendance boundaries were changed.
- 4.3.6 An employee will not be red circled in the following situations:
  - (a) the employee initiates/requests a transfer,
  - (b) the employee applies for an alternate position and is successful, or
  - (c) there is a reduction in staff FTE due to reason's other than those identified in 4.3.2 above, such as natural enrolment variations, resulting in a reduction in the employee's administrative allowance.

#### **4.4 Acting/Surrogate Administrators – Compensation**

- 4.4.1 In the absence of both the principal and vice principal(s), of one-half (1/2) day or greater, a teacher shall be designated as acting principal and shall be compensated in the amount of twenty-five dollars (\$25) for each half-day.
- 4.4.2 After five (5) consecutive instructional days in a designated principal position clause 4.2.1(7) shall no longer apply and the acting principal shall be compensated in the amount of one four hundredth (1/400th) of the respective principal's allowance per half day.

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

- 4.5.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2 *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.*
- 4.5.3 *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 Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.4 *Any current assistant or vice principal who has had a term contracts) for a term(s) of a total of less than five 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 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 School Division must decide by January 1, 2024 whether or not the designation will continue in the 2023/24 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.5.5 *For any current assistant or vice principal who is on a term contract(s) for a period of five years or more as of September 1, 2023, the Division may extend the temporary contract for one 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.*

## **5. SUBSTITUTE TEACHERS**

### **5.1 Rates of Pay**

5.1.1 *Substitute teachers' daily rates of pay will be as follows:*

- (1) *September 1, 2020 - \$200.47 plus six percent (6%) vacation pay of \$12.03 for a total of \$212.50*
- (2) *June 10, 2022 - \$213.56*
- (3) *September 1, 2022 - \$216.23*
- (4) *September 1, 2023 - \$220.55*

5.1.2 *Substitutes shall be paid one-half of the above daily rate per half day, A "half-day" shall mean the operational time from the commencement of instruction until the lunch break, or from the commencement of instruction after the lunch break until the cessation of instruction in the afternoon.*

5.1.3 *Effective September 1, 2022, substitute teachers shall be paid an additional compensation of 2% of their daily rate set out in clause 5.1.1 and 5.1.2 in lieu of benefits.*

### **5.2 Commencement of Grid Rate**

5.2.1 *In the case of a substitute being employed more than five (5) consecutive instructional days in the same classroom, commencing on the sixth day and each day thereafter, the rate of pay shall be in accordance with training and experience as set forth in Article 3.2.*

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 *Substitute Teacher means a teacher employed on a day-to-day basis.*
- 5.3.2 **Substitute Teachers shall not be assigned supervision duties at the beginning of the first day of an assignment.**
- 5.3.3 **Substitute teachers who work 50 or more days in a school year shall receive, upon request, up to two (2) paid Professional Development days to attend school division professional learning.**

## 6. **PART TIME TEACHERS**

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

### 6.2 **Alteration of Part Time Assignments:**

- (1) **A part time teacher's FTE will not be varied by more than .2 FTE from the prior year's assignment without the mutual agreement of both the teacher and the School Division.**
- (2) **Notwithstanding the above, clause 6.2(1) does not apply in situations of layoff or termination.**

## 7. **GROUP BENEFITS**

### 7.1 **Group Health Benefit Plans**

#### 7.1.1 **Alberta School Employee Benefit Plan (ASEBP) – Life Insurance and Extended Disability**

*All teachers under contract, excluding those receiving disability benefits under the ASEBP, shall be covered under the provisions of Plan 2, with the School Division paying one hundred percent (100%) of the premium.*

#### 7.1.2 **ASEBP – Extended Health Care**

*The School Division's contribution to the ASEBP - Extended Health Care - Plan I covering teachers under contract employed by the School Division, excluding those receiving disability benefits under the Alberta School Employee Benefit Plan, shall be at the rate of one hundred percent (100%) of the total premium.*

#### **7.1.3 ASEBP – Dental Care**

*Teachers under contract employed by the School Division, excluding those receiving disability benefits under the Alberta School Employee Benefit Plan, shall be covered under the provisions of Plan 3 of the ASEBP – Dental Care Plan, with the School Division paying one hundred per cent (100%) of the total premium.*

#### **7.1.4 ASEBP – Vision Care**

*All teachers under contract, excluding those receiving disability benefits under the ASEBP, shall be covered under the provisions of Vision Care Plan 3 with the employer paying one hundred percent (100%) of the premium.*

### **7.2 Health Spending Account**

*The School Division will establish for each teacher, other than a substitute teacher, a Health Spending Account, which adheres to Revenue Canada Requirements. The School Division will contribute an amount equal to two percent (2.0%) of salary and allowances.*

*7.2.1 Effective September 1, 2022, the Employer shall replace the Health Spending Account with a Health Spending Account/Wellness Spending Account for all eligible teachers. All other effective provisions in clause 7.2 continue to apply. Each eligible teacher may allocate Health Spending Account credits to a Wellness Spending Account.*

*7.2.2 Effective September 1, 2022, notwithstanding article 7.2 above, the maximum allowed Health Spending Account contributions per school year shall be nine hundred dollars (\$900). Teachers with balances greater than \$900 shall be allowed to carry forward any current unused balance to the extent permitted by the CRA.*

### **7.3 Probationary to Continuous Teachers**

*Teachers moving from a Probationary Contract to either another Probationary or a Continuous Contract shall receive the group benefits identified under articles 7.1 (Group Health Benefit Plans) and 7.2 (Health Spending Account).*

### **7.4 Other Group Benefits**

#### **7.4.1 Employment Insurance (EI) Rebates**

*In consideration of the improvements to the ASEBP - Extended Health Care and the Alberta Health Care Insurance, the employees covered by this contract waive any claims on rebates under the provisions of the Employment Insurance Act.*

## **8. CONDITIONS OF PRACTICE**

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

8.1.1 *Teacher instructional time hours are capped at 907 hours per school year. The instructional hour cap will increase to 916 hours commencing on September 1, 2022 (2022-23 school year).*

8.1.2 *Teacher assignable time will be capped at 1,200 hours per school year.*

### **8.2 Assignable Time Definition**

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

- (1) operational days (including teachers' convention)*
- (2) instruction*
- (3) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
- (4) parent teacher interviews and meetings*
- (5) School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
- (6) staff meetings*
- (7) time assigned before and at the end of the school day*
- (8) other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*

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

8.2.3 *Time spent traveling to and from professional development opportunities identified in 8.2.1(5) will not be considered in the calculation of a teacher's assignable time if:*



- (1) the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*
- (2) 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.*
- (3) the time is spent traveling to and from the teacher's annual convention.*

### **8.3 Duty Free Lunch (Rest Periods)**

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

- 8.3.1 Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the School Division.*
- 8.3.2 When reasonable, this break shall occur in the middle of the assignment.*
- 8.3.3 These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

## **9. PROFESSIONAL DEVELOPMENT**

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

- 9.1.1 Teacher Professional Growth Plans will consider but will not be required to include the School Division's goals.*
- 9.1.2 The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*
- 9.1.3 School Divisions and/or schools are not restricted in developing their own staff development plan in which the School Division and/or school may require teachers to participate.*

## 9.2 Professional Development Funds

- 9.2.1 The School Division will establish a Professional Development Account for each teacher under contract as of September 30.
- 9.2.2 The School Division will contribute to said account: \$1300 for each principal or coordinator, \$1050 for each vice-principal or consultant, and \$600 for each full-time teacher. Part-time teachers shall have an allocation of \$600 prorated to their proportion of time under contract.
- 9.2.3 Teachers, other than principals, vice-principals and consultants may accumulate money in their account for a period of five years to a total of five times the amount specified above. Principals, vice-principals and consultants may accumulate money for a period of three years.
- 9.2.4 A teacher who has not used their allocation of money by the end of the specified period shall have all subsequent allocations to their account made to the school based Professional Development Fund. However, as soon as the allocation of funds fall below the total allowed allocation, all additional funds will again be allocated to the individual's account until the total allocation amount is reached.
- 9.2.5 When a teacher retires, all funds in their Professional Development Account will be allocated to the school based Professional Development Fund of the school or schools where the teacher last taught.
- 9.2.6 A teacher may use the money in their account to pay for any professional development activity approved by the Superintendent of Schools or designate.
- 9.2.7 The School Division will allocate \$200 per school plus \$75 for each full-time equivalent teacher in that school to provide for professional development or in-service activities within that school. Such activities must be approved by the Superintendent of Schools or designate.
- 9.2.8 The School Division will allocate \$100 for each full-time equivalent teacher for professional development or in-service activities within the School Division as determined by the Superintendent of Schools.
- 9.2.9 The School Division will provide up to one-day equivalent per school year of substitute coverage for each part-time teacher to participate in professional development activities.

## 10. **SICK LEAVE**

- 10.1 *Annual sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability, in accordance with the following schedule:*
- 10.1.1 *In the first year of service with the School Division, in accordance with the provisions of the Education Act. After one (1) year of continuous service – ninety (90) calendar days.*
- 10.1.2 *For the purposes of this article, a teacher on a probationary contract to June 30<sup>th</sup> of a given year and who is given a contract on or before the beginning of the next school year will be deemed to have provided continuous service between contracts.*
- 10.2 *After ninety (90) calendar days of continuous absence due to medical disability, no further salary nor employee benefits of any kind shall be paid, and the Alberta School Employee Benefit Plan shall take effect.*
- 10.3 *Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan (Clauses 7.1.1 and 10.2), upon their return to full-time duty, they shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*
- 10.3.1 *Less than one (1) year of service - nil.*
- 10.3.2 *After one (1) year of continuous service - ninety (90) calendar days.*
- 10.3.3 *Continuous service shall not be affected by Christmas Vacation, Easter Vacation or Summer Vacation.*
- 10.4 *When a teacher leaves the employ of a School Division, all sick leave shall be cancelled.*
- 10.5 *Before any payment is made under the foregoing regulations, the teacher shall provide:*
- 10.5.1 *A declaration, on a form to be provided by the School Division, where the absence is for a period of three (3) days or less.*
- 10.5.2 *A certificate signed by a doctor who is a member in good standing with the College of Physicians and Surgeons, or a dentist who is a member in good standing with the Alberta Dental Association where the absence is for a period of over three (3) days.*
- 10.5.3 *When the sickness extends for a period of over one (1) month, the employee may, at the discretion of the School Division, be called upon to furnish a further medical certificate at the end of each month during the duration of the sickness.*

## **11. MATERNITY 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 ate and no later than the actual date of the birth of the teacher's child.*
- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4 *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of their 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 Employment Standards Code and this Collective Agreement, the teacher will be provided an alternative position of a comparable nature.*

### **11.2 Parental Leave**

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*

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

**11.3 Salary Payment and Benefit Premium (Health Related)**

- 11.3.1 *The School Division shall top up Supplementary Employment Benefits (SEB) to one-hundred (100) percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave for a minimum of six (6) to a maximum of ninety (90) calendar days, or to the extent of the sick leave entitlement as per article 10.*
- 11.3.2 *When the teacher is not eligible for the Employment Insurance Benefits, the teacher will have access to sick leave benefits per Article 10.*
- 11.3.3 *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4 *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending amounts specified in Article 7 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5 *The School Division shall pay the portion of the teacher's benefits plan premiums in Article 7 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

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

#### **11.5 Additional Parental Leave**

- 11.5.1 **Upon request, a teacher may be entitled to an extended parental leave of absence without pay or School Division contributions to benefits plan for up to six (6) months beyond the maximum parental leave identified in clause 11.2.**
- 11.5.2 **The extended leave must commence immediately following a parental leave under clause 11.2.**
- 11.5.3 **Application for such leave must be made no later than three (3) months prior to the commencement of the extended portion of the parental leave.**
- 11.5.4 **Approval of this leave will be dependent on alignment with natural school breaks.**

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

### **12.1 Personal Leave**

A teacher may apply for and receive leave of absence for personal reasons subject to the following conditions.

*12.1.1 Personal Business Day with Full Pay – For personal reasons – upon written notification to the Superintendent or designate – one (1) day per school year.*

*(1) Unused leaves under this clause (12.1.1) may be carried forward for a maximum of one (1) year, to a total of two (2) days.*

*12.1.2 Personal Business Day with Loss of Substitute Pay (whether a substitute is required or not) – For personal reasons - not more than two (2) days in any one school year.*

*12.1.3 Leave under Article 12 shall not be used to extend the Christmas Vacation, Easter Vacation or Summer Vacation periods.*

## **13. Association LEAVE AND SECONDMENT**

*Effective until August 31, 2022*

*13.1 A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

*13.2 Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per clause 13.1. Such leaves will not be unreasonably denied.*

*13.3 Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.*

- 13.4 *During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on their behalf while on secondment under this clause.*

*Effective September 1, 2022*

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



## 14. OTHER LEAVES

### 14.1 Leaves with Full Pay:

#### 14.1.1 Critical Illness

- (1) *Critical Illness be defined as a medical condition with a significant risk of death within 26 weeks and shall be determined by a certificate from a medical doctor if required by the School Division.*
- (2) *For the critical illness of father, mother, husband, wife, son, daughter, brother, sister, parents of spouse and siblings of spouse - not more than five (5) days, or until death occurs.*
- (3) *A statement may be required if death does not occur, signed by the teacher, signifying to the critical nature of illness.*

#### 14.1.2 Death In Family

*For the death of father, mother, husband, wife, son, daughter, grandchild, brother, sister, parents of spouse, and siblings of spouse - not more than five (5) days.*

14.1.3 *Funeral - For the funeral of grandparents, and grandparents of spouse - two (2) days leave. If circumstances warrant additional leave, the two days may be extended to a maximum of five (5) days*

14.1.4 *Funeral - For funeral of uncle, aunt, cousin, nephews, nieces of the teacher or the teacher's spouse - one (1) day of leave.*

14.1.5 *Pallbearer - For acting as pallbearer - one (1) day.*

14.1.6 **Exam - For the purpose of writing university examinations - one (1) day.**

14.1.7 **Convocation - While participating in University Convocation Exercises - one (1) day.**

14.1.8 *Citizenship - While obtaining citizenship papers at a scheduled session of the Court - one (1) day.*

14.1.9 *Jury - Provided that the teacher remits to the School Division any witness fee or jury stipend -- excluding allowances and/or expenses -- set by the court or other body, they are entitled to the following:*

- (1) *For jury duty or for attending for selection purposes, or any summons related thereto.*

- (2) *To answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.*

14.1.10 *Adoption Leave - For the adoption of a child - two (2) days.*

14.1.11 *Paternal Leave - For the birth of a child - two (2) days.*

14.1.12 *Emergent Medical - For attending to the emergent medical needs, which are not critical, of their child, spouse, parent or other person living in the teacher's household. These days may be taken consecutively – two (2) days per school year.*

14.1.13 *Compassionate Leave – The Superintendent of Schools may approve additional compassionate leave.*

14.1.14 **Impassable Roads - Because roads are impassable from a teacher's normal place of residence to their place of work due to the road(s) being temporarily closed by municipal or provincial authorities, or where the teacher has made a reasonable effort to travel to work using an alternate open route. Where the road(s) is(are) reopened or become passable during the workday, the teacher is expected to attend at their place of work for the remainder of the day.**

## **14.2 Leaves with Loss of Substitute Pay Whether Substitute Required or Not:**

14.2.1 **Temporary leave of absence with pay, providing the School Division is reimbursed for the **cost of a substitute teacher**, shall be granted to teachers.**

- (1) **Department of Education - For attendance at meetings of committees of the Department of Education.**
- (2) **Professional Reasons - For any other professional reasons that have been approved by the Superintendent of Schools.**

14.2.2 **Temporary leave of absence with pay, of up to five (5) days in a school year, shall be granted to teachers, providing the School Division is reimbursed for the **cost of a substitute teacher**. Leave under all sections of clause 14.2.2 except for 14.2.2(1), 14.2.2(3) and 14.2.2(5) below shall not be used to extend the Christmas Vacation, Easter Vacation, or Summer Vacation Periods.**

- (1) ***Illness in Household - For not more than two (2) days in any one school year for an illness of a non-critical nature in the teacher's household.***

- (2) **Emergency/Misfortune** - For not more than two (2) days in any one school year for some emergency or misfortune demanding their attention.
- (3) *Funeral of Friend* - For the funeral of a friend of the family - one (1) day.
- (4) **Service Club** - While officially representing a service club, fraternal organization, church or co-operative - up to five (5) days in any one year.
- (5) **Convocation Exercise** - For attending post-secondary convocation exercises of a spouse or child - one (1) day.
- (6) **Political Party** - While officially representing a Federal or Provincial Political Party with representation in either house, or Federal or Provincial Government Committee or Delegation - up to five (5) days in any one year. This clause shall not provide time off for campaigning for any elected political office.
- (7) **Educational/Government** - For attendance at educational conventions in an official capacity; or for the attendance at Civic Government meetings or conventions in an official capacity.

### 14.3 **Day In Lieu**

- 14.3.1 Where the Superintendent of Schools requires, in writing, a teacher to provide service on a day not in the normal school year, that teacher will receive one (1) "day in lieu" for each such day. Such days worked will not exceed five (5) days for any one school year. If a substitute teacher is required, for classroom teaching, the cost will be covered by the School Division. Such days shall be taken at a time that is mutually agreeable to both the teacher and the Superintendent.

### 14.4 **Deferred Salary Leave Plan**

- 14.4.1 The School Division will establish a Deferred Salary Leave Plan, which adheres to Canada Revenue Agency Requirements.

## 15. **GRIEVANCE PROCEDURE**

*Subject to the Letter of Understanding on Interim Grievance Procedure, current article 15 and 16 in the 2018-20 collective agreement apply until date of ratification of local agreements.*

- 15.1. *This procedure applies to differences:*
  - 15.1.1. *about the interpretation, application, operation or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
  - 15.1.2. *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*
- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the Superintendent or designate and the Associate Coordinator-Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence/event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association or the School Division and shall contain the following:*
  - 15.4.1. *the name(s) of the parties aggrieved;*
  - 15.4.2. *a statement of facts giving rise to the grievance;*
  - 15.4.3. *the article(s) of the agreement that are alleged to have been violated; and,*
  - 15.4.4. *the remedy or correction being sought.*
- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the school division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.*
  - 15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
  - 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the Division affected by the grievance is attending a grievance*

*meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*

15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in 15.6 to formally respond to the grievance.*

15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*

15.10. *Only the School Division and/or the Association may convey a grievance to arbitration.*

15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*

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

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

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

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

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

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

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

**15.16. TEBA Involvement in Grievance Proceedings**

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

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

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

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

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

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

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

#### **15.17. Optional Mediation Process**

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

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

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

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

**15.18. Administration**

15.18.1 *All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays and statutory holidays. For the purposes of this article, an “operational” day is an instructional or non-instructional day in the 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 Teachers who, as part of their job allocation to multiple locations, will be paid for travel between the locations at the rate per kilometre prescribed in Board policy.

(continued on next page)

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement this

11 day of September, 2023.



## **LETTERS OF UNDERSTANDING – CENTRAL AND LOCAL**

### **Central**

1. *Association and TEBA Joint Committee to Assist Transition from Central to Local Bargaining*
2. *Interim Grievance Procedure*
3. *Bill 85 (Education Statutes (Students First) Amendment Act, 2021)*
4. *Bill 32 (Restoring Balance in Alberta's Workplaces Act)*
5. *Bill 15 (Education (Reforming Teacher Profession Discipline) Amendment Act, 2022)*
6. *Expedited Arbitration (12 month-pilot)*
7. *Duty to Accommodate*
8. *Distributed Education Conditions of Practice*
9. *Experience Form*

### **Local**

10. **Temporary Extension of Emergent Medical in Teacher's Household Due to COVID**
11. **Professional Development Fund Committee**

## Letter of Understanding 1:

### Association and TEBA Joint Committee to Assist Transition from Central to Local Bargaining – NEW

Effective October 11, 2018

#### 1. Scope

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

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

#### 2. Structure

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

#### 3. Process

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

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

## **Letter of Understanding 2:**

### **Re: Interim Grievance Procedure**

**Effective Date of Central Ratification – June 10, 2022**

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

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

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

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

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

*THE PARTIES AGREE AS FOLLOWS:*

#### **EFFECTIVE DATES**

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

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

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

## TRANSITION OF EXISTING GRIEVANCES

1. *For grievances filed under Article 15 (Central Grievance Procedure) of 2018–20 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 2018-20 teacher collective agreements prior to February 1, 2022, the school division and the Association will meet no later than March 31, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
  - a. *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
  - b. *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

## INTERIM GRIEVANCE PROCEDURE

- 15.1. *This procedure applies to differences:*
  - 15.1.1. *about the interpretation, application, operation or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
  - 15.1.2. *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*
- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the Superintendent or designate and the Associate Coordinator-Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence/event giving rise to the grievance.*

- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association or the School Division and shall contain the following:*
- 15.4.1. *the name(s) of the parties aggrieved;*
  - 15.4.2. *a statement of facts giving rise to the grievance;*
  - 15.4.3. *the article(s) of the agreement that are alleged to have been violated;*  
*and,*
  - 15.4.4. *the remedy or correction being sought.*
- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the school division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator–Collective Bargaining, within fifteen (15) operational days.*
- 15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the School Division and/or the Association may convey a grievance to arbitration.*

- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three-member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three-member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The arbitrator/arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator/arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator/arbitration board is final and binding on:*
- 15.15.1. *the School Division and the Association; and,*  
15.15.2. *teachers covered by the Collective Agreement who are affected by the award.*
- 15.16. *TEBA Involvement in Grievance Proceedings*
- 15.16.1. *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.*
- 15.16.2. *At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the School Division.*
- 15.16.2.1. *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.*

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

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

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

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

#### *15.17. Optional Mediation Process*

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

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

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

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

*15.18. Administration*

*15.18.1. All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays and statutory holidays. For the purposes of this article, an “operational” day is an instructional or non-instructional day in the 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  
Central Letter**

**Effective - September 1, 2022**

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

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

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

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

**Letter of Understanding 4:**

**Bill 32  
Restoring Balance in Alberta's Workplaces Act  
Central Letter**

**Effective Date of Central Ratification – June 10, 2022**

**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;*

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

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

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

**Letter of Understanding 5:**

**Bill 15  
Education (Reforming Teacher Profession Discipline) Amendment Act, 2022  
Central Letter**

**Effective Date of Central Ratification – June 10, 2022**

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

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

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

*During the term of this agreement, if the proclamation of the above noted legislation results in additional costs for teachers or school divisions, TEBA and the association shall meet within 60 days to discuss the appropriate apportionment of costs.*

## **Letter of Understanding 6:**

### **Expedited Arbitration (12 month-pilot)**

**Effective Date of Central Ratification – June 10, 2022**

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

9. *Ideally, the designated arbitrator will issue an award for each Expedited Arbitration within four weeks of the hearing. The designated arbitrator remains seized to each Expedited Arbitration in order to determine any issues left pending by the award. The award will contain the following paragraph:*

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

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

## **Letter of Understanding 7:**

### **Duty to Accommodate**

**Effective Date of Central Ratification – June 10, 2022**

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

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

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

## **Letter of Understanding 8:**

### **Distributed Education Conditions of Practice**

**Effective – September 1, 2022**

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

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

1. School divisions and the ATA 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;
  - 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 ATA or an individual teacher, a school division with a distributed education program shall establish a Distributed Education Collaboration Committee to facilitate ongoing conversations on the above noted elements of a distributed education program.



**Letter of Understanding 9:**

**Experience Form**

**Effective – September 1, 2022**

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

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

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



## **TEACHING EXPERIENCE FORM**

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

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

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

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

### **Teaching Experience**

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

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

### **School Division Contact**

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

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

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

## **APPENDIX A – Teaching Experience Provisions**

### **3.4 Experience (Effective September 1, 2019)**

*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/School Division.*
- 3.4.2. Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the Employer/School Division.*
- 3.4.3. A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4. Uncredited experience shall be carried over for the calculation of experience increments.*

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

**Prior Experience**

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

a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer/School Division shall be deemed to have zero years of experience*

*on the salary grid.*

b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*

c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

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

3.4.8. *A teacher requesting that the Employer/School Division recognize experience earned with a previous Employer/School Division shall provide to the Employer/School Division written confirmation from the previous Employer/School Division certifying:*

a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*

b) *The position held while earning the experience was one that required a valid teaching certificate; and,*

c) *The written confirmation is signed by an authorized officer of the previous Employer/School Division.*

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

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.*

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

**Letter of Understanding 10:**

**Temporary Extension of Emergent Medical in Teacher's Household Due to COVID  
Local Letter**

**Effective September 1, 2021 until August 31, 2022**

**THIS AGREEMENT** is made in duplicate this 8th day of November 2021.

**BETWEEN:**  
**THE MEDICINE HAT PUBLIC BOARD OF EDUCATION**  
(Hereinafter called "The Board")

**OF THE FIRST PART**

**- and -**

**THE ALBERTA TEACHERS' ASSOCIATION**  
(Hereinafter called "The Association")

**OF THE SECOND PART**

**WHEREAS:**

There have been changing restrictions related to the COVID-19 pandemic;

A dependant who has tested positive with COVID-19 and required to isolate for 10 days from the onset of symptoms;

And teachers are only allowed two days with full pay under article 14.1.12 for emergent medical for a dependent living in a teacher's household and two additional days at the cost of a sub under article 14.2.2 for emergency/misfortune.

**THEREFORE**, it is agreed that:

Notwithstanding articles 14.1.12 and 14.2.2(2), which state the following:

14.1.12 Emergent Medical - For attending to the emergent medical needs, which are not critical, of their child, spouse, parent or other person living in the teacher's household. These days may be taken consecutively – two (2) days per school year.

And

14.2.2(2) Emergency/Misfortune - For not more than two (2) days in any one school year for some emergency or misfortune demanding their attention.

The parties, only for the 2021-22 school year, agree that teachers who have a dependant in their household, who requires their care due to a COVID19 infection, shall be entitled to up to 10 days (inclusive of the 2 days under article 14.1.12) of leave with full pay. Proof of the dependant's positive COVID-19 result must also be provided to access this employer-paid leave.

To access this COVID assistance the teacher will have to first utilize their two days under article 14.1.12 and are entitled to access an additional 8 days for a total of 10 to provide care for their dependant.

On September 1, 2022, this temporary extension of Emergent Medical in Teacher's Household Due to COVID shall cease to be available to teachers.

**Letter of Understanding 11:**

**Professional Development Fund Committee  
Local Letter**

**Effective Date of Local Ratification – June 15, 2023**

An ad-hoc committee shall be established during the 2023-24 school year for the purpose of developing an alternative to address the model and management of individual Professional Development. The committee shall consist of three (3) members of Medicine Hat Public Local 1 and three (3) members from the Division Office. The Committee shall meet a minimum of three times per year, dates to be determined by September 30<sup>th</sup>, 2023. The committee will:

- a) examine the current structure of the Professional Development fund management and process in Medicine Hat Public School Division.
- b) examine other commonly used structures in the province.
- c) make recommendations that may be used to guide the development of a new frame of reference for access and delivery of Professional Development Funds.

The Letter of Understanding shall be bridged until the negotiation of the next local agreement.

