

COLLECTIVE AGREEMENT

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

BETWEEN

THE NORTHLAND SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024

TABLE OF CONTENTS

Article/Title	Page
1. Application/Scope.....	3
2. Term.....	5
3. Salary.....	8
4. Administrator Allowances and Conditions of Practice.....	16
5. Substitute Teachers.....	19
6. Part Time Teachers.....	20
7. Group Benefits.....	20
8. Conditions of Practice.....	23
9. Professional Development.....	24
10. Sick Leave.....	27
11. Maternity, Adoption and Parental Leave.....	28
12. Private Business / General / Personal Leaves of Absence.....	30
13. Association Leave and Secondment.....	31
14. Other Leaves.....	32
15. Grievance Procedure.....	34
16. Employment.....	38
<i>Letters of Understanding—Central</i>	
Letter of Understanding 1—Association and TEBA Joint Committee to Assist Transition from Central to Local Bargaining.....	40
Letter of Understanding 2—Re: Interim Grievance Procedure.....	41
Letter of Understanding 3—Bill 85 (Education Statutes (Students First) Amendment Act, 2021).....	46
Letter of Understanding 4—Bill 32 (Restoring Balance in Alberta’s Workplaces Act).....	47
Letter of Understanding 5—Bill 15 (Education (Reforming Teacher Profession Discipline) Amendment Act, 2022).....	48
Letter of Understanding 6—Expedited Arbitration (12 Month-Pilot).....	49
Letter of Understanding 7—Duty to Accommodate.....	51
Letter of Understanding 8—Distributed Education Conditions of Practice.....	52
Letter of Understanding 9—Experience Form.....	53
<i>Letters of Understanding—Local</i>	
Letter of Understanding 10—Northland School Division Housing.....	57
Letter of Understanding 11.....	58

This collective agreement is made this 8th of December 2023 between Northland School Division (School Division) and The Alberta Teachers' Association (Association).

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

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

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

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

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

1. APPLICATION/SCOPE

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

- 1.5. *Role of TEBA (Effective February 21, 2020)*
 - 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. **Structural Provisions**
 - 1.10.1. **Committees**
 - 1.10.1.1. The parties agree to establish two committees, the Teaching and Learning Committee and the Attraction and Retention Committee, to facilitate communication between the School Division and the Association.

Teaching and Learning Committee
 - 1.10.1.1.1. The Teaching and Learning Committee will examine and propose ideas for the improvement of teaching and learning, inclusive of, but not restricted to: examining and providing feedback for proposed School Division policy and exploring innovative professional practices specific to Northland schools. The Teaching and Learning Committee will also be consulted during the drafting of school calendars and have an opportunity to provide feedback to the School Division.

Attraction and Retention Committee

1.10.1.1.2. The Attraction and Retention Committee will explore ways to enhance the experience of teacher employment in Northland. This is inclusive, but not restricted to: teacher wellness, housing, isolation and the experience of cultural immersion. The Attraction and Retention Committee will also have the opportunity to review and provide input to any proposed changes to Administrative Procedure 508.

1.10.1.2. The committees will have equal representation from the Association and School Division and will range in size from four to eight members in total. Each party will be responsible for naming their own representatives and for their own expenses.

1.10.1.3. Each committee will be responsible for drafting and reviewing their terms of reference on a regular basis.

1.10.1.4. The committees will meet no less than twice a year. The first meeting of the committees will occur no later than November of any school year.

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

2. TERM

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

2.2. List Bargaining

2.2.1. *Negotiations regarding the list of central and local matters must commence not less than 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 an 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*
 - a) *a new collective agreement is concluded, or*
 - b) *a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*
- 2.5.2. *If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.*

2.6. *Meet and Exchange*

- 2.6.1. *For central table bargaining, representatives of the Association and TEBA shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.*
- 2.6.2. *For local table bargaining, representatives of the Association and an 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. HSA/WSA/RRSP utilization rates;*

- 2.8.2.3. Most recent School Division financial statement;*

- 2.8.2.4. Total benefit premium cost;*

- 2.8.2.5. Total substitute teacher cost; and*

- 2.8.2.6. Total allowances cost.*

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

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

- 2.8.1.1. name,*

- 2.8.1.2. certificate number,*

- 2.8.1.3. *home address*
- 2.8.1.4. *personal home phone number*
- 2.8.1.5. *the name of their school or other location where employed*
- 2.8.1.6. *contract type,*
- 2.8.1.7. *full time equivalency, 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. *Effective June 10, 2022, the School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December:*

- 2.8.2.1. *Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
- 2.8.2.2. *Most recent School Division financial statements;*
- 2.8.2.3. *Total benefit premium cost;*
- 2.8.2.4. *Total substitute teacher cost;*
- 2.8.2.5. *Total principal/vice-principal/assistant principal allowance cost;*
- 2.8.2.6. *Total other allowance cost; and*
- 2.8.2.7. *Notwithstanding the timeline set out in 2.8.2, the full-time assignable hours for a typical full time teacher for each school shall be provided no later than October 31.*

3. SALARY

3.1. Salary Pay Date/Schedule

- 3.1.1 Save and except substitute teachers, each teacher shall be paid:
 - a) One-twelfth (1/12th) of their annual salary on the last teaching Friday of each month, or the twenty-fifth (25th) of the month, whichever is earlier.

- b) For June, teachers will be paid on the twenty-fifth (25th). If the twenty-fifth (25th) falls on a weekend, then teachers will be paid the previous Friday.

3.2. *Grid*

3.2.1. *Effective September 1, 2020*

Pay Grade	Years of Education		
	Four	Five	Six
1	64,477	67,552	70,900
2	67,911	70,991	74,356
3	71,346	74,429	77,815
4	74,781	77,863	81,272
5	78,219	81,295	84,728
6	82,029	85,208	88,662
7	85,848	89,113	92,593
8	89,657	93,021	96,527
9	93,466	96,930	100,455
10	97,287	100,833	104,390

3.2.2. *Effective June 10, 2022 – 0.50% Salary Adjustment*

Pay Grade	Years of Education		
	Four	Five	Six
1	64,799	67,890	71,255
2	68,251	71,346	74,728
3	71,703	74,801	78,204
4	75,155	78,252	81,678
5	78,610	81,701	85,152
6	82,439	85,634	89,105
7	86,277	89,559	93,056
8	90,105	93,486	97,010
9	93,933	97,415	100,957
10	97,773	101,337	104,912

3.2.3. *Effective September 1, 2022 – 1.25% Salary Adjustment*

Pay Grade	Years of Education		
	Four	Five	Six
1	65,609	68,739	72,146
2	69,104	72,238	75,662
3	72,599	75,736	79,182
4	76,094	79,230	82,699
5	79,593	82,722	86,216
6	83,469	86,704	90,219
7	87,355	90,678	94,219
8	91,231	94,655	98,223
9	95,107	98,633	102,219
10	98,995	102,604	106,223

3.2.4. *Effective September 1, 2023 – 2% Salary Adjustment*

Pay Grade	Years of Education		
	Four	Five	Six
1	66,921	70,114	73,589
2	70,486	73,683	77,175
3	74,051	77,251	80,766
4	77,616	80,815	84,353
5	81,185	84,376	87,940
6	85,138	88,438	92,023
7	89,102	92,492	96,103
8	93,056	96,548	100,187
9	97,009	100,606	104,263
10	100,975	104,656	108,347

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

3.3. Education

- 3.3.1. *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1, and February 1.*
- 3.3.3. *For newly employed teachers to the 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.*
 - 3.3.3.1. *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.*
 - 3.3.3.2. *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.*
 - 3.3.4.1. *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.*
 - 3.3.4.2. *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. Experience

Teachers shall:

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

- 3.4.1. *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*
- 3.4.2. *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*
- 3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

Prior Experience

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.*
 - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero years of experience on the salary grid.*
 - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
 - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the School Division recognize experience earned with a previous School Division shall provide to the School Division written confirmation from the previous School Division certifying:*
 - a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
 - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*

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

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

Effective until June 9, 2022

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

Effective June 10, 2022, repeal 3.4.10

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

3.5. Special Considerations for Other Education and Experience

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

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

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

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

Effective until August 31, 2022

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

Effective September 1, 2022

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

3.6. Other Rates of Pay Provisions

3.6.1. Night and Summer School Rates

3.6.1.1. A teacher covered by this collective agreement who agrees to teach at night school or during the summer, the weekend, Christmas, Spring Recess periods or other natural breaks at the request of the Superintendent or Designate, shall be paid 1/400 of total annual salary for each half-day of work.

3.6.2. Special Training Bonus

3.6.2.1. the School Division will pay a teacher a special training bonus, calculated monthly, for any of the following:

Proficiency in Cree or Chipewyan language as determined by the Superintendent or designate.

\$2,039.00 per year

This rate is to be adjusted on the same dates and by the same per centage increase as the salary grid.

3.6.2.2. Written application for the above must be made within ninety (90) days of commencement of employment or within ninety (90) days of completion of the course(s). If the teacher fails to do so, the effective date of adjustment of salary shall be the first (1st) day of the month following receipt of application by the School Division.

3.7. Other Allowances

3.7.1. Moving Allowance

3.7.1.1. A moving allowance will be established for newly hired teachers. This moving allowance would be payable on the first check run after the teachers' employment commences provided the appropriate paperwork is provided. The amounts of the moving allowance are outlined in Administrative Procedure 508 and the the School Division agrees that if changes are to be made to Administrative Procedure 513, that the Attraction and Retention Committee will have the opportunity to review and provide input to the proposed changes.

3.7.2. Location Allowance

- 3.7.2.1. Teachers in Fort Chipewyan, Chipewyan Lake and Fort McKay shall be paid an annual location allowance of:

Location Allowance				
Position	Pre-June 10	2022 06 10 (0.5%)	2022 09 01 (1.25%)	2023 09 01 (2.00%)
Chipewyan Lake	\$4,199.00	\$4,220.00	\$4,272.74	\$4,358.20

- 3.7.2.2. This rate is to be adjusted on the same dates and by the same per centage increase as the salary grid.

- 3.7.2.3. Two (2) round-trip flights to Fort McMurray per year.

3.7.3. Teacher Retention Allowance

- 3.7.3.1. A teacher working in Northland School Division, upon reaching the following X years of uninterrupted service, will receive the allocated incentive by July 30 in that year of service only. Maternity leaves do not count as interrupted service for the Teacher Retention Allowance:

2 years—\$500.00

3 years—\$1,000.00

4 years—\$1,500.00

5 years—\$2,000.00

10 years—\$3,000.00

15 years—\$4,000.00

20 years—\$5,000.00

25 years—\$5,000.00

30 years—\$5,000.00

35 years—\$5,000.00

3.7.3. Convention Allowance

- 3.7.3.1. Effective until May 1, 2023, the School Division shall pay to the Association Local #69 an amount per teacher on or before September 1st each year for the purpose of providing a travel grant to teachers to attend the teachers' convention. The Association Local #69 shall determine the amount each teacher is to receive, and distribute this amount prior to the teachers' convention date: \$500.00 per teacher. This rate is to be adjusted on the same dates and by the same per centage increase as the salary grid.

- 3.7.3.1. Effective May 2, 2023, an allowance will be paid to each teacher under contract and actively teaching (excludes teachers on leaves of absence) with the School Division as of the date of the teachers' convention to attend such convention held in Edmonton. The rates will be:

Convention Travel Allowance				
Position	Pre-June 10	2022 06 10 (0.5%)	2022 09 01 (1.25%)	2023 09 01 (2.00%)
Convention Travel Allowance	\$500.00	\$502.50	\$508.78	\$518.96

The subsistence rate is \$300.00.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations/Positions

- 4.1.1. It is the right of the School Division to create and fill new positions. Notwithstanding the above, the School Division agrees to negotiate for Collective Agreement positions within ninety (90) days following establishment of such positions.

4.2. Administration Allowances

4.2.1. Principal Allowances

- 4.2.1.1 *The formula for computing Principals' allowance is a base allowance of 14% of four years education, maximum experience on the salary grid, plus a per student rate based on four years education, maximum experience on the salary grid of:*

*0–50 students – .06% per student
51–200 students – .025% per student
201 plus students – .02% per student*

This rate is to be adjusted on the same dates and by the same percentage increase as the salary grid.

- 4.2.1.2 *Adjustments for any changes shall be made retroactive to September 1st in the month of December.*
- 4.2.1.3 *The District Principal allowance will be the same as the highest paid principal in the division.*
- 4.2.1.4 *Notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

4.2.2 Vice Principals' Allowance

4.2.2.1 *Vice-Principals shall be paid one-half (1/2) of the Principal's Allowance.*

4.2.2.2 *The minimum allowance for Vice Principal will be adjusted in accordance with current proportionality to the Principal allowance.*

4.3. Red Circling

4.3.1. Any principal or vice-principal who would suffer a reduction in allowance amount as a result of the implementation of clause 4.3.1 shall be red circled at their allowance amount at the time of ratification of clause 4.3.1 based on the 2012–2016 collective agreement until such time as:

- a) the maximum allowance exceeds their red circled allowance amount;
- b) at the principal's or vice-principal's request, the principal or vice-principal transfers to another school; or,
- c) a decline in student enrollment at the school at which the principal or vice-principal was assigned at the time of ratification of clause 4.3.1 results in an allowance amount under clause 4.2.1 that falls below the maximum allowance.

It is agreed that any teacher who was designated as principal or vice-principal in the 2017–2018 school year but is no longer principal or vice-principal at the time of ratification of clause 4.3.1 whose allowance was greater than the maximum allowance specified in clause 4.3.1 shall not be required to repay any allowance previously received.

4.4. Acting/Surrogate Administrators—Compensation

4.4.1. Acting principals shall be paid 1/200th of the principal allowance for every day a teacher acts in the place of a principal.

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 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 contract(s) 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's or vice principal's designation will be five 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.*

4.6. Other Administrator Conditions

4.6.1. Vacation/Work Schedule

- 4.6.1.1. Teachers receiving a Principal's Allowance shall have their schools ready for school opening and properly closed for the summer months and teachers receiving a Vice-Principal's Allowance shall assist the Principal in having their schools ready for school opening and properly closed for the summer months.
- 4.6.1.2. In order to have schools ready for school opening, first (1st) year Principals and Vice-Principals, who are new to administrative positions in the Division, are expected to be in their schools two (2) weeks prior to the school opening date.

4.6.2. Principal and Vice Principal Lieu Days

- 4.6.2.1. Effective September 1, 2017, all principals and vice principals will have access to a minimum five (5) lieu days. Where circumstances warrant, principals and vice principals

may be granted up to an additional five (5) lieu days at the discretion of the Superintendent or Designate. The scheduling of days in lieu will be agreed to by the principal or vice-principal and Superintendent or Designate. Principals and vice principals who are unable to access the first five (5) lieu days will be provided with a payout of 1/200th of their salary and allowance for each day not utilized by June 30th of any school year.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

- 5.1.1. *Effective until June 9, 2022, substitute teachers' daily rates of pay will be minimum \$212.*
- 5.1.2. *Effective June 10, 2022, increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.*
- 5.1.3. *Effective September 1, 2022, substitute teachers shall be paid an additional compensation of 2% of the daily rate over daily rate set out in clause 5.1 in lieu of benefits.*
- 5.1.4. *Half daily rates - a substitute shall be paid 60% of the full day rate for each partial day worked inclusive of vacation pay. A teacher who works more than 60% of an instructional day shall receive 100% of the substitute teacher's daily rate (inclusive of vacation pay). If a teacher works two (2) partial day assignments on the same day, they shall receive 100% of the substitute teacher's daily rate of pay (inclusive of vacation pay).*

SUBSTITUTE TEACHERS			
	2022 06 10 (0.5%)	2022 09 01 (1.25%) + 2.00%	2023 09 01 (2.00% + 2.00%)
Full Day	\$ 213.06	\$ 220.04	\$ 224.44
Half Day	60%	60%	60%

5.2. Commencement of Grid Rate

- 5.2.1. *Number of days to go on grid: notwithstanding the above, a substitute teacher who prepares and teaches for a period of five (5) or more consecutive days in the same school and for the same teacher shall be treated as a temporary teacher from the beginning and during the continuance of such consecutive days.*
 - 5.2.1.1. *In such case, the substitute teacher must submit proof of qualifications and experience in accordance with Clauses 3.3 and 3.4 of this Agreement.*

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

5.3. Other Substitute Teacher Conditions

- 5.3.1. Teachers who substitute for Northland on a regular basis, defined to at least 25 days of substitute teaching in a school year, will be provided with one paid day at the rate specified in clause 5.1 to participate in a professional development (P.D.) activity offered by Northland School Division or the annual North East Teachers' Convention. Teachers wishing to access this provision will make their request to the Superintendent or Designate in writing.
- 5.3.2. Substitute teachers who agree to work at schools outside of their home communities will be provided with the School Division rate for kilometrage to travel from home to the school where they are substitute teachers, with the exception of:
- a) contract teachers; or,
 - b) teachers receiving housing from the School Division.

6. PART TIME TEACHERS

- 6.1. *Part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*
- 6.2. *Part-time Teachers Benefits, Leaves and Proration*
- 6.2.1. *Teachers who are employed on a part-time basis shall be entitled to all benefits as outlined in Article 7. All other benefits referred to in this collective agreement will be pro-rated.*
- 6.2.2. *Full-time teachers employed on a temporary contract for a portion of the school year shall receive leave benefits on a pro-rata basis rounded to the nearest half-day and health spending account contributions (pursuant to Clause 7.3) pro-rated to the proportion that their actual service bears to a year of full-time service based on a ten (10) month school year.*

7. GROUP BENEFITS

Effective September 1, 2022, all references to "Alberta Health Care Premiums" in Collective Agreements to be removed.

7.1. Group Health Benefit Plans, Carrier and Premium paid by School Division, Plan

- 7.1.1. *The School Division shall make available to the teachers the Alberta School Employee Benefit Plan (A.S.E.B.P.) and shall contribute toward the cost of the various premiums for employees as follows:*
- a) *A.S.E.B.P., Life and A. D. & D. Schedule 2, one hundred (100%) per cent of each teacher's monthly premium.*
 - b) *A.S.E.B.P., Extended Disability Benefit Plan D, one hundred (100%) per cent of each teacher's monthly premium.*
 - c) *A.S.E.B.P., Extended Health Care Plan D, one hundred (100%) per cent of each teacher's monthly premium.*
 - d) *A.S.E.B.P., Dental Care Plan 3, one hundred (100%) of each teacher's monthly premium.*
 - e) *A.S.E.B.P., Vision Care Plan 3, one hundred (100%) of each teacher's monthly premium.*
 - f) *Alberta Health Care Insurance Plan, Group #6355, one hundred (100%) per cent of each teacher's monthly premium.*

7.2. Group Benefits Eligibility

- 7.2.1. *Subject to the provisions of the master policy, participation in the A.S.E.B.P. plans listed in Clause 7.1.1 shall be a condition of employment for all teachers. Notwithstanding the above, where there is a duplication of benefits because the spouse of a teacher has the benefit plans or similar plans as outlined in Clause 7.1.1, the teacher shall be exempt from the condition of employment.*
- 7.2.2. *Teachers employed on a contract of employment with the School Division will be eligible for A.S.E.B.P. coverage on the first day of their employment.*
- 7.2.3. *It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the A.S.E.B.P. shall not be entitled to receive cumulative sick pay benefits, beyond the ninety (90) day waiting period.*
- 7.2.3.1. *Notwithstanding 7.2.3, teachers who qualify for A.S.E.B.P. extended disability benefits will be provided with the School Division contributions to benefits plans outlined in clause 7.1.1 for the first two years of their disability.*

7.3. Health Spending Account and Wellness Spending Account

- 7.3.1. *The School Division agrees to contribute per eligible teacher, each year, to a Health Spending Account (HSA).*
- 7.3.2. *Annual contributions shall be: \$850.00.*

- 7.3.3. *A Health Spending Account (HSA) is for the benefit of that teacher and their spouse and dependents. Eligible teachers are those teachers eligible to participate in the benefit plans pursuant to Article 7 of this agreement. The HSA will adhere to Canada Revenue Agency (CRA) rules and will be administered by A.S.E.B.P.*
- 7.3.4. *Notwithstanding clause 7.3.3, teachers who are on a contract of employment but not eligible for A.S.E.B.P.'s benefit plan will be provided with an HSA.*
- 7.3.5. Each eligible teacher, on an annual basis, will have the option to allocate all or a portion of their annual HSA credit to a Wellness Spending Account (WSA). If the annual credits are not allocated then all credits will be allocated to their HSA. Allocation of funds and its use will be at the sole discretion of the teacher. "Eligible teacher" under this provision means a teacher on a continuing, probationary, temporary, or interim contract. The unused balance will be carried forward for a total accumulation of two years. Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.
- 7.3.6. Effective September 1, 2020, the School Division will direct any unused HSA/WSA funds returned to the School Division to a Health and Wellness Fund, up to a maximum of \$60,000. The funds will be available to schools to apply for to be used for staff health and wellness needs.

7.4. Other Group Benefits

- 7.4.1. Canada Employment and Immigration Commission Rebate—It is understood that payments made toward the aforementioned benefit plans shall permit the School Division to retain and not pass on to teachers any rebates of premiums otherwise required under the Canada Employment and Immigration Commission regulations.
- 7.4.2. Benefits for Retired Teachers Returning to Employment—Retired teachers over 70 who are ineligible for A.S.E.B.P. and commence work for the School Division shall be reimbursed for benefit premiums up to the equivalent amount that the School Division would have contributed had the teacher participated in all plans.
- 7.4.3. Effective May 2, 2023, the School Division shall make available a Group Registered Retirement Savings Plan through a payroll deduction system.
- 7.4.4. Personal Property Damage
 - 7.4.4.1. Where, as a result of maintaining order and discipline among students, a teacher suffers damage or destruction to personal property, the teacher shall be entitled to receive reasonable compensation for financial losses incurred. The School Division shall determine the amount of compensation

upon being provided with such documentation as may be required.

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

- 8.1.1. *It is recognized that a teacher's professional responsibility extends beyond those outlined below.*
- 8.1.2. *Effective until August 31, 2022, a teacher will not be assigned duties in excess of thirty (30) hours per week, of which, whenever possible, a maximum of twenty-three and one-third (23 1/3) hours will be devoted to instruction of pupils.*
- 8.1.2. *Effective September 1, 2022, teacher instructional time will be capped at 916 hours per school year commencing the 2022-23 school year.*
- 8.1.3. *Teacher assignable time is capped at 1200 hours per school year.*

8.2. Assignable Time Definition

- 8.2.1. *Assigned Time is defined as the amount of time that School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
 - a) *operational days (including teachers' convention)*
 - b) *instruction*
 - c) *supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
 - d) *parent teacher interviews and meetings*
 - e) *School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*
 - f) *staff meetings*
 - g) *time assigned before and at the end of the school day*
 - h) *other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*
- 8.2.2. *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*
- 8.2.3. *Time spent traveling to and from professional development opportunities identified in 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*
 - a) *the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*

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

8.3. New Teacher Orientation

The School Division will encourage and support local orientation for all new teachers to the school and community.

8.4. Use of Non-Instructional Days

Effective until May 1, 2023, where the school calendar designates operational days prior to the September Labour Day weekend, a minimum of one of the days will be used at the teachers' discretion to prepare for students.

Effective May 2, 2023, where the school calendar designates operational days prior to the September Labour Day weekend, a minimum of one (1) day will be provided to have self-directed time in at least half day blocks. Locale will be at the teacher's discretion.

8.5. Duty Free Lunch

- 8.5.1. *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.*
- 8.5.2. *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. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the School Division.*
- 8.5.3. *When reasonable, this break shall occur in the middle of the assignment.*
- 8.5.4. *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. A Professional Development Fund shall be established each fiscal year in the amount of \$60,000.00.
- 9.2.2. Effective September 30, 2020, this fund will be remitted to Northland Teachers Local No 69 by September 30 of each year.
- 9.2.3. Effective until May 1, 2023, this fund is to be jointly administered by a representative of the School Division and Local Teacher P.D. Committee.

Effective May 2, 2023, this fund is to be administered by the Local Teacher P.D. Committee.

- 9.2.3.1. The Local Teacher P.D. Committee will provide copies of expenses and reports on a regular basis to the division.
- 9.2.3.2. The Local will return any unused funds to the Board General Revenues at the end of the fiscal year unless a plan for the carryover has been provided and approved by the Division.
- 9.2.4. Effective May 2, 2023 joint Professional Development Committee shall be established that contains two (2) teachers and one (1) teacher administrator and Division representatives to allow for input from teachers to address professional development in the Division.

9.3. Tuition Fees

- 9.3.1. Effective until May 1, 2023, subject to prior approval by the Superintendent of Schools or Designate, the Division shall reimburse teachers' tuition fees for a university, college, or language course (Cree or Chipewyan language) completed at a rate of seventy-five (75%). Proof of successful course completion shall be provided by the teacher. Teachers on Education Leave are not eligible for reimbursement under this clause.
- 9.3.1. Effective May 2, 2023, subject to prior approval by the Superintendent of Schools or Designate, the Division shall reimburse teachers' tuition fees for a university, college, or language course (Cree or Chipewyan language) completed at a rate of eighty (80%) per cent. Proof of successful course completion shall be provided by the teacher.

Teachers on Education Leave are not eligible for reimbursement under this clause.

9.4. Professional Improvement Leave

- 9.4.1. Any employee subject to this Agreement who has served with the School Division for a period of three (3) consecutive years or more shall be eligible to apply in the fourth (4th) or any subsequent year for professional improvement leave as outlined below.
- 9.4.2. Written applications must be received by the School Division by February 1st of the year in which leave is to commence.
- 9.4.3. All applications shall be examined by a selection committee composed of the Superintendent of Schools, a Trustee and a representative of the teaching staff of the School Division. It shall be the responsibility of this committee to recommend the approved names to the School Division, who shall make the final decision.
- 9.4.4. A maximum of two (2) staff members shall be granted professional improvement leave in any one (1) year, if so recommended by the Committee.
- 9.4.5. All applicants shall be notified in writing of the School Division's decision by March 15th of the year of this Agreement.
- 9.4.6. Successful applicants shall agree to return to work with the School Division for two (2) years following the year of leave. If any of the said staff members leave the service of the School Division before the two (2) years have expired, they shall repay that portion of all costs including salary and benefits, the School Division paid on their behalf during the leave which corresponds to the time commitment which has not been honored.
- 9.4.7. No experience increment shall be allowed during the year that the leave is in effect.
- 9.4.8. The amount paid to the successful applicants shall be seventy (70%) per cent of grid salary.
- 9.4.9. The rates in accordance with Clause 9.4.8 shall apply to leaves commencing with the opening day of the school year for which leave has been granted, and shall apply for the whole period of the leave.
- 9.4.10. Payments in accordance with Clause 9.4.8 shall be made in twelve (12) equal monthly installments.
- 9.4.11. Accumulated sick leave shall be retained and Alberta Health Care Benefits and Alberta School Employee Benefit Plans shall remain in effect during the year of leave.

- 9.4.12. Prior to leave being granted, the teacher shall sign a Professional Improvement Leave Agreement. This Agreement shall specify the teacher's assignment upon return to the School Division.

10. SICK LEAVE

- 10.1. *The School Division will apply the sick leave days for which the teacher is eligible, to a maximum of twenty (20) teaching days according to the Education Act during the school year, effective the date of commencement of service and each September thereafter, and make any adjustments necessary at the end of the school year or upon termination of employment.*
- a) *The unused portion of the statutory sick leave shall be accumulated at the completion of each school year of service with the School Division to the credit of each teacher, to a maximum of forty (40) days. This clause applies to unbroken service in any school, including First Nations Schools, which have come, or may come under the jurisdiction of the School Division.*
- 10.2. *A teacher who is absent from school duties to obtain necessary medical or dental treatment shall submit a medical certificate, if required to do so by the School Division.*
- 10.3. *A teacher who is absent because of accident, disability, or sickness may be required to submit a certificate from a qualified medical practitioner when a doctor is reasonably available; and where a doctor is not reasonably available, the teacher shall be required to submit to the School Division a written statement forthwith outlining the reason for such absence.*
- 10.4. *The School Division shall be entitled to require medical examinations by a doctor, approved by it, before paying accumulated sick leave. In any such case, the School Division agrees to pay transportation and accommodation costs at approved School Division rates for the purpose of the examination.*
- 10.5. *Upon ratification, at the beginning of the second (2nd) full year of continuous employment with the School Division, and provided continuity of employment is not broken, a teacher shall be granted ninety (90) calendar days of sick leave credits. All accumulated but unused sick leave shall be cancelled.*
- 10.6. *A teacher who has been absent on sick leave and returns to regular duties shall have the ninety (90) calendar day sick leave entitlement reinstated. However, after notification by the teacher of an expected date of return, the School Division may request, prior to that date of return, that the teacher provide a medical certificate, signed by a medical doctor, verifying that the teacher is able to return to work on a continuing basis. In addition, if a teacher uses more than twenty (20) days casual sick leave in any one school year, the School Division may, by written notice, require the teacher to comply with the following restriction:*
- 10.7. *After each subsequent absence in the same school year, the ninety (90) calendar days shall not be reinstated until the teacher has been actively at work for ten (10) consecutive days unless the absence is a result of a new medical condition confirmed by a medical doctor.*

- 10.8. *The School Division will recognize up to forty (40) days accumulated sick leave of all teachers coming to the School Division from districts, divisions or counties in Alberta. It is the responsibility of the teacher to provide the necessary documentation within ninety (90) calendar days of commencement of employment.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

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

11.2. Parental Leave

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

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

11.3A. Salary and Benefit Premium Payment Health Related

- 11.3.1A. *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 per cent of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of six (6) or CURRENT___ weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2A. *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3A. *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.*
- 11.3.4A. *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account (HSA) amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5A. *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The HSA will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*
- 11.3.5B. *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The HSA 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 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.*

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

- 12.1. Upon application to the Superintendent or Designate, leave of absence for private business will be granted by the Superintendent or Designate who will consult with the school principal to assess whether the absence impacts the operational requirements of the school in consideration of all circumstances. Such leave will not be attached to school holidays longer than five (5) days or on P.D. days without permission of the Superintendent or Designate, but leave requests will not be unreasonably denied. *Private business leave will be for up to two (2) days with full salary* and unused private business days in any school year can be accumulated to a maximum of two (2) additional days. No more than four personal days will be used in any school calendar year.
- 12.2. Upon request from a teacher, the School Division may consider additional personal leave.

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

- 13.1. A teacher shall be granted leave of absence with pay provided the 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 the teacher's 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. Compassionate Leave

- 14.1.1. *A teacher shall be granted leave of absence with pay for attendance of:*
- a) *up to five (5) teaching days because of critical illness of an immediate relative, resident in Alberta.*
 - b) *up to five (5) teaching days because of death of an immediate relative, resident in Alberta.*
 - c) *up to seven (7) teaching days because of critical illness of an immediate relative, resident outside of Alberta.*
 - d) *up to seven (7) teaching days because of death of an immediate relative, resident outside of Alberta.*
 - e) *leaves taken under (a), (b), (c), or (d) above must be taken during the time of the actual occurrence of the critical illness, death or funeral.*
- 14.1.2. *Upon request by the Superintendent of Schools, the teacher shall submit a medical certificate. Where a medical certificate is not available, an affidavit signed by the teacher will be accepted in lieu of a medical certificate.*
- 14.1.3. *Immediate relative is defined as the teacher's spouse, parent, legal guardian, parent-in-law, grandparent, son, daughter, brother, sister, and spouse or children of any of them.*

14.2. Birth/Adoption Leave

- 14.2.1. The School Division shall grant a teacher Birth/Adoption Leave with pay, up to a maximum of five (5) days per annum, at the time of the birth or at the time of the adoption of the teacher's child.

14.3. Family Care Leave

- 14.3.1. *The School Division shall grant a Leave of Absence with pay to a teacher who is absent due to the teacher's child, parent, or spouse requiring medical care up to a maximum of ten (10) days per school year.*
- 14.3.2. *In exceptional circumstances involving the care of a child related to the teacher living in the teachers' household, the teacher may apply to the Superintendent or designate to access the provisions of 14.3.1. The Superintendent may grant the leave at their discretion.*
- 14.3.3. *Notwithstanding the above, a teacher who requires additional time, upon application to the Superintendent, may be granted up to two (2) extra days per school year.*
- 14.3.4. *Such leave shall be debited against the teacher's cumulative sick leave.*
- 14.3.5. *The teacher absent for such care may be required by the Superintendent or Designate to submit a medical certificate.*

14.4. Additional Parental Leave

- 14.4.1. Effective May 2, 2023, leave of absence without pay or benefits will be granted to either parent for a period of one (1) year for the purpose of parenting while maintaining a position with the School Division. Such leave will be granted on the basis of annual requests prior to May 15th. In any case, teachers shall provide the School Division with at least six (6) weeks' notice to commence leave.

Leaves granted under this clause are subject to the teacher not being guaranteed the same position on return to duty after the leave has expired.

14.5. Deferred Salary Leave Plan

- 14.5.1. The School Division shall make available to the teachers a deferred salary leave plan in conjunction with a financial institution as designated by the Association Local No. 69.

14.6. Critical Illness Leave

- 14.6.1. A teacher may have up to 26 weeks of unpaid leave with eight weeks benefits to care for a critically ill or injured family member. A critically ill or injured person is someone whose baseline state of health has

changed significantly because of illness or injury. As a result, their life is at risk and they need the care or support of at least one caregiver. Supporting documentation from the attending physician will be required.

14.7. Serious Illness Leave

- 14.7.1. A teacher may have up to 15 weeks of unpaid leave with eight weeks benefits to care for a seriously ill family member. Serious illness is a condition that negatively impacts quality of life and daily function, and/or is burdensome in symptoms, treatments, or caregiver stress. Supporting documentation from the attending physician will be required.

14.8. Discretionary Leave

- 14.8.1. Effective May 2, 2023, upon notice to the superintendent or designate, a leave of absence for business related to graduation / convocation of both the teacher and their family members, unpaid voluntary service to outside agencies, and leave for emergencies will be granted without loss of salary for a period of up to three (3) days (all inclusive) per school year as determined by the teacher needs identified in the bundle. Leave shall not exceed three days per school year unless authorized by the superintendent or designate, and unused days will not be carried forward.

14.9. Impassable Roads

- 14.9.1. When a teacher is unable to reach the school from their usual place of residence because of impassable roads, the teacher is entitled to salary and benefits for the day provided that:
- a) The absence is communicated to the principal,
 - b) The teacher makes every effort to return to their place of work if road conditions improve, and
 - c) The teacher carries out employment duties and responsibilities that can be completed from their usual place of residence.

15. GRIEVANCE PROCEDURE

Subject to Letter of Understanding on Interim Grievance Procedure, current Article 15 and 16 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. Probationary Teachers' Notice

16.1.1. Wherever possible, teachers on probationary contracts shall be notified by the School Division prior to May 31st of the current school year whether they will be offered a continuing contract.

16.2. Information and files

16.2.1. The School Division will provide all teachers joining the School Division with a copy of the current collective agreement.

16.2.2. The Association Local will provide all teachers with a copy of any new Agreement.

16.3. T2200 For Travel

16.3.1. The School Division will issue T2200's for teachers who request them in writing provided the request is consistent with CRA rules.

16.4. Transfers

16.4.1. All teachers being reassigned shall be:

- 16.4.1.1 Notified by the Superintendent in writing.
- 16.4.1.2 Be advised of their right for a hearing before the division in accordance with the Education Act and Policy 14 – Hearings on Teacher Matters.
- 16.4.1.3 Eligible for School Division support for moving expenses upon approval of the Superintendent as per Administrative Procedure 513.
- 16.4.1.4 Will be placed on unassigned duties for 5 days if the transfer necessitates a change in residence during the school year.

16.5. Service Outside of the School Calendar

- 16.5.1 Where a teacher not in receipt of an allowance under the Collective Agreement is directed in writing by the Superintendent or designate to provide service to the School Division which is outside of the school calendar established by the School Division, that teacher shall be compensated at a rate of 1/200th of the teacher's annual salary for each full day of service or 1/400th of the teacher's annual salary where the service provided each day is for three (3) hours or less.

LETTERS OF UNDERSTANDING—CENTRAL

LETTER OF UNDERSTANDING #1

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2
RE: INTERIM GRIEVANCE PROCEDURE

WHEREAS at the time of signing this Letter of Understanding, The Alberta Teachers' Association (ATA) 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 ATA 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 ATA 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)

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING # 4

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

LETTER OF UNDERSTANDING #5

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING #6

EXPEDITED ARBITRATION (12 MONTH-PILOT)

1. *The intent of this Letter of Understanding is to have a matter decided expeditiously through an arbitration. Ideally, unless agreed to otherwise by the parties or required by the arbitrator, hearings will take no longer than a single day and require an agreed upon Statement of Facts.*
2. *As an alternative to the arbitration process set out in Article 15, two 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

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

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

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

LETTER OF UNDERSTANDING #8
DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

WHEREAS TEBA and the 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

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 School Division.*

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

Prior Experience

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article*
 - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero years of experience on the salary grid.*
 - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
 - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the School Division recognize experience earned with a previous School Division shall provide to the School Division written confirmation from the previous School Division certifying:*
 - a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
 - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
 - c) *The written confirmation is signed by an authorized officer of the previous School Division.*

- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous School Division.*
- 3.4.10. *Clauses 3.4.6 through 3.4.19 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

LETTERS OF UNDERSTANDING—LOCAL

LETTER OF UNDERSTANDING #10: NORTHLAND SCHOOL DIVISION HOUSING

Where there is a disagreement or dispute, regarding housing provided by the Division, between the Northland School Division and a teacher in their employ and the parties are not able to resolve the matter on their own, the following mediation process may be used to resolve the dispute.

Mediation Process—Housing

- 1.** The teacher, with support from the Association at the teacher's discretion, and the School Division may mutually agree to engage in a non-binding mediation process to attempt to resolve a dispute around Housing.
- 2.** The parties agree to initially meet within a period of ten (10) operational days from the concerned being formally provided by the teacher.
- 3.** 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.
- 4.** 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.
- 5.** The mediator may issue a report including a non-binding recommendation for settlement.

LETTER OF UNDERSTANDING #11

1. Upon subject to the agreement of the Association and the Teachers' Employer Bargaining Association, any reference to Fort Chipewyan and Fort McKay in the collective agreement will be reviewed for potential removal.