

COLLECTIVE AGREEMENT

BETWEEN

THE PRAIRIE ROSE SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024

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This Collective Agreement between

The Prairie Rose School Division
(hereinafter referred to as the "Employer")

Party of the first part

and

The Alberta Teachers' Association
(hereinafter referred to as the "Association")

Party of the second part

Is made on this 12 day of December 2023

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

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

Whereas the terms and conditions of employment and the *salaries* of the teachers have been the subject of negotiation between the Parties; and

Whereas the Parties desire that these matters be set forth in a Collective Agreement to govern the terms of employment of the said teachers,

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

1. APPLICATION/SCOPE

- 1.1** *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the Employer, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Employer and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*

1.2 Excluded Positions

1.2.1 During the currency thereof, this Collective Agreement excludes

- a)** Superintendent
- b)** Deputy Superintendent(s)
- c)** Assistant Superintendent(s)
- d)** Associate Superintendent(s)
- e)** Director(s)

1.3 *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.*

1.4 *The Association is the bargaining agent for each bargaining unit and:*

- 1.4.1** *has exclusive authority to bargain collectively with Teachers' Employer Bargaining Association (TEBA) on behalf of all the teachers in the bargaining units and to bind the teachers in any Collective Agreement with respect to central terms; and*
- 1.4.2** *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*
- 1.4.3** *Effective September 12, 2023, the Division allows Prairie Rose Local No 2 to communicate with their teachers using Division e-mails.*

1.5 Role of TEBA

- 1.5.1** *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the employers in any agreement with respect to central terms.*
- 1.5.2** *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
- 1.5.3** *For the purpose of bargaining collectively with the Association, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms*

1.6 *The Employer retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement*

- 1.7** *Implementation of this Collective Agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous Collective Agreement unless mutually agreed to by TEBA and the Association.*
- 1.8** *This Collective Agreement cancels all former Collective Agreements and all provisions appended thereto.*
- 1.9** *This Collective Agreement shall enure to the benefit of and be binding upon the Parties and their successors.*
- 1.10** *All provisions of this collective agreement shall be read to be gender neutral.*
- 1.11 Structural Provisions**
- 1.11.1** *Teacher / Board Advisory Committee: A Teacher / Board Advisory Committee shall be established in accordance with Employer Policy GP#16 and shall not be subject to the Grievance Procedure.*

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, 2020.*

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

2.7 Opening with Mutual Agreement

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

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

2.8.1 *As the Association is the bargaining agent for the teachers employed by the Employer, the Employer shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*

2.8.2 *The Employer shall provide the following information to the Association and to TEBA annually as soon as possible after September 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 Employer financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and,*

2.8.2.6 *Total allowances cost.*

2.8 Provision of Information (Effective June 10, 2022)

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

2.8.1.1 *name,*

2.8.1.2 *certificate number,*

2.8.1.3 *home address,*

2.8.1.4 *personal home phone number,*

2.8.1.5 *the name of their school or other location where employed,*

2.8.1.6 *contract type,*

2.8.1.7 *full time equivalency, and*

2.8.1.8 *salary grid placement*

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

2.8.2 *The Employer shall provide the following information to the Association and to TEBA annually as soon as possible after September 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 Employer financial statement;*

2.8.2.3 *Total benefit premium cost;*

2.8.2.4 *Total substitute teacher cost;*

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

2.8.2.6 *Total other allowance cost; and*

2.8.2.7 *Notwithstanding the timeline set out in 2.8.2, the full-time assignable hours for a typical full time teacher for each school shall be provided no later than October 31.*

3. SALARY

3.1 Salary Pay Date/Schedule

3.1.1 *The Employer shall pay teachers, other than substitute teachers, monthly, 1/12 of their salary and any applicable allowances, on or before the 25th day of each month.*

3.1.2 *Substitute teachers shall be paid by the 10th day of the month following the month in which the substitute teacher has rendered service in one of the schools of the Employer.*

3.2 Grid

3.2.1 *The salary of a teacher shall be determined by the application of the applicable articles of this Collective Agreement. For the purpose of this Collective Agreement salary shall mean grid placement.*

3.2.2 *Placement on the salary schedule shall be according to the number of years of teaching experience and full years of teacher education at September 1 or February 1 of each school year or upon commencement of employment.*

3.2.3 *Effective until June 9, 2022*

Experience	Education		
	4	5	6
0	\$59,397	\$62,847	\$66,470
1	\$63,232	\$66,691	\$70,328
2	\$67,069	\$70,536	\$74,191
3	\$70,904	\$74,379	\$78,049
4	\$74,739	\$78,221	\$81,908
5	\$78,573	\$82,064	\$85,770
6	\$82,410	\$85,910	\$89,629
7	\$86,245	\$89,753	\$93,487
8	\$90,080	\$93,595	\$97,349
9	\$93,914	\$97,442	\$101,207

3.2.4 *Effective June 10, 2022, 0.50% Increase*

Experience	Education		
	4	5	6
0	\$59,694	\$63,161	\$66,802
1	\$63,548	\$67,024	\$70,680
2	\$67,404	\$70,889	\$74,562
3	\$71,259	\$74,751	\$78,439
4	\$75,113	\$78,612	\$82,318
5	\$78,966	\$82,474	\$86,199
6	\$82,822	\$86,340	\$90,077
7	\$86,676	\$90,202	\$93,954
8	\$90,530	\$94,063	\$97,836
9	\$94,384	\$97,929	\$101,713

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

3.2.5 *Effective September 1, 2022, 1.25% Increase*

Experience	Education		
	4	5	6
0	\$60,440	\$63,951	\$67,637
1	\$64,342	\$67,862	\$71,564
2	\$68,247	\$71,775	\$75,494
3	\$72,150	\$75,685	\$79,419
4	\$76,052	\$79,595	\$83,347

5	\$79,953	\$83,505	\$87,276
6	\$83,857	\$87,419	\$91,203
7	\$87,759	\$91,330	\$95,128
8	\$91,662	\$95,239	\$99,059
9	\$95,564	\$99,153	\$102,984

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

3.2.6 *Effective September 1, 2023, 2.00% Increase*

Experience	Education		
	4	5	6
0	\$61,649	\$65,230	\$68,990
1	\$65,629	\$69,219	\$72,995
2	\$69,612	\$73,211	\$77,004
3	\$73,593	\$77,199	\$81,007
4	\$77,573	\$81,187	\$85,014
5	\$81,552	\$85,175	\$89,022
6	\$85,534	\$89,167	\$93,027
7	\$89,514	\$93,157	\$97,031
8	\$93,495	\$97,144	\$101,040
9	\$97,475	\$101,136	\$105,044

**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 Principals approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*

3.3.2 *The adjustment dates for increased teacher's education shall be September 1, and February 1.*

3.3.3 *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four 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 Employer 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 Employer.*

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

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

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

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

Prior Experience

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

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

- b) *If proof or evidence of application for such proof is submitted to the Superintendent or designate within forty (40) operational days of commencement of employment, the Superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
- c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

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

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

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

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

3.4.10 *Effective until June 9, 2022, any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*

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

3.5 Special Considerations for Other Education and Experience [i.e., Vocational/Career and Technology Studies (CTS)]

3.5.1

- a) *Notwithstanding Article 3.3.1, the Superintendent, at their discretion, may recognize for teacher education purposes a senior high CTS teacher's certified journeyman qualifications where the CTS teacher is offering instruction in a course where the curriculum requires the teacher to have journeyman qualifications. Such recognition for teacher education purposes*

is limited to one further year beyond the teacher's current Teachers Qualifications Service evaluation.

- b) *Recognition of certified journeyman qualifications for teacher education purposes will no longer be recognized if the teacher no longer provides instruction in a CTS course where the course curriculum requires the teacher to have certified journeyman qualifications.*

3.6 Other Allowances

- 3.6.1** Any teacher required to teach in more than one school on the same day, shall receive a travel allowance of \$.30 per km for such days when the distance travelled between schools exceeds eight kilometers.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Administration Allowances

In addition to the salary as identified in Article 3.2.3 to 3.2.6, each principal shall receive monthly, an allowance equal to one-twelfth of the following schedule, based on the number of students enrolled at September 30 of each year.

4.1.1 Principal

- a) All schools **except** colony schools (Articles 4.1.1.1 to 4.1.1.4):

4.1.1.1 Effective until June 9, 2022

<i>Basic amount per principal</i>	<i>\$7,043</i>
<i>Per student (1 to 100 students)</i>	<i>\$68.42</i>
<i>Per student (101 to 299 students)</i>	<i>\$39.85</i>
<i>Per student (300+ students)</i>	<i>\$26.59</i>

4.1.1.2 Effective June 10, 2022, 0.50% Increase

<i>Basic amount per principal</i>	<i>\$7,078</i>
<i>Per student (1 to 100 students)</i>	<i>\$68.76</i>
<i>Per student (101 to 299 students)</i>	<i>\$40.05</i>
<i>Per student (300+ students)</i>	<i>\$26.72</i>

4.1.1.3 Effective September 1, 2022, 1.25% Increase

<i>Basic amount per principal</i>	<i>\$7,166</i>
<i>Per student (1 to 100 students)</i>	<i>\$69.62</i>
<i>Per student (101 to 299 students)</i>	<i>\$40.55</i>
<i>Per student (300+ students)</i>	<i>\$27.05</i>

4.1.1.4 Effective September 1, 2023, 2.00% Increase

Basic amount per principal	\$7,309
Per student (1 to 100 students)	\$71.01
Per student (101 to 299 students)	\$41.36
Per student (300+ students)	\$27.59

b) Colony Schools (Articles 4.1.1.5 to 4.1.1.8):

The colony school allowance is not subject to the minimum principal allowance in 4.1.1 (f)

4.1.1.5 Effective until June 9, 2022

Basic amount per principal	\$1,151
Per student (1 to 100 students)	\$68.42

4.1.1.6 Effective June 10, 2022, 0.50% Increase

Basic amount per principal	\$1,157
Per student (1 to 100 students)	\$68.76

4.1.1.7 Effective September 1, 2022, 1.25% Increase

Basic amount per principal	\$1,171
Per student (1 to 100 students)	\$69.62

4.1.1.8 Effective September 1, 2023, 2.00% Increase

Basic amount per principal	\$1,194
Per student (1 to 100 students)	\$71.01

c) For Principals who are assigned to two schools (Articles 4.1.1.9 to 4.1.1.12):

4.1.1.9 Effective until June 9, 2022

Basic amount	\$11,443
Combined Enrollment:	
Per student (1 to 100 students)	\$68.42

Per student (101 to 299 students)	\$39.85
Per student (300+ students)	\$26.59

4.1.1.10 Effective June 10, 2022, 0.50 % Increase

Basic amount	\$11,500
Combined Enrollment:	
Per student (1 to 100 students)	\$68.76
Per student (101 to 299 students)	\$40.05
Per student (300+ students)	\$26.72

4.1.1.11 Effective September 1, 2022, 1.25% Increase

Basic amount	\$11,644
Combined Enrollment:	
Per student (1 to 100 students)	\$69.62
Per student (101 to 299 students)	\$40.55
Per student (300+ students)	\$27.05

4.1.1.12 Effective September 1, 2023, 2.00% Increase

Basic amount	\$11,877
Combined Enrollment:	
Per student (1 to 100 students)	\$71.01
Per student (101 to 299 students)	\$41.36
Per student (300+ students)	\$27.59

- d) *E.C.S. students counted at 0.5 FTE student except Ralston School where each E.C.S. student will be counted as 1.0 FTE student.*
- e) *Where a school offers a full-time kindergarten program, the E.C.S. students attending the program will be counted as full-time equivalent in proportion to the time the program is offered.*
- f) *Notwithstanding any other provision in the Collective Agreement, Principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

4.1.2 Vice Principal

- a) *In addition to the salary as identified in article 3.2.3, each vice-principal shall receive 60 percent of the allowance paid to the principal.*
- b) *The minimum allowance for Vice Principal will be adjusted in accordance with current proportionality to the Principal allowance.*

4.1.3 Coordinator of Student Services

- a) *In addition to the salary identified in Article 3.2.3 to 3.2.6 a teacher employed as Coordinator of Student Services shall receive an allowance of:*

4.1.3.1 *Effective until June 9, 2022 - \$9,457 per annum*

4.1.3.2 *Effective June 10, 2022, 0.50 % Increase - \$9,504 per annum*

4.1.3.3 *Effective September 1, 2022, 1.25% Increase - \$9,623 per annum*

4.1.3.4 *Effective September 1, 2023, 2.00% Increase - \$9,816 per annum*

- b) *The allowance shall be paid on a pro-rata basis based on the employee's full-time equivalent employment.*

4.2 Acting/Surrogate Administrators – Compensation

- 4.2.1** *In a school, other than a colony school, where there is no vice-principal, a teacher shall be designated by the Employer to be "acting-principal" in the absence of the principal and shall be paid an amount equivalent to 1/400 of 60 percent of the principal's allowance for each half day of the principal's absence.*
- 4.2.2** *In a school where both the principal and vice-principal are absent for a half day, a teacher shall be designated by the Employer to be "acting-principal" and shall be paid an amount equivalent to 1/400 of 60 percent of the principal's allowance for each half day of absence.*
- 4.2.3** *When, in the absence of the principal, the vice-principal or acting-principal acts in the place of the principal for a period of five or more consecutive school days, the vice-principal or acting-principal shall receive an allowance of 1/200 of the principal's allowance as calculated in article 4.1.1, effective on the fifth day and for every consecutive school day thereafter until the principal returns.*

4.3 Teachers with Principal and Assistant / Vice Principal Designations

- 4.3.1** *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

- 4.3.2** *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.*
- 4.3.3** *Effective September 1, 2023 a teacher designated as an assistant or vice principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.3.4** *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 Employer 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.*
- 4.3.5** *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 Employer 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.*

4.4 Other Administrator Conditions (Effective until September 11, 2023)

- 4.4.1** In recognition of additional days of work above and beyond the school calendar established by the Employer, lieu time will be provided by the Employer to Principals and Vice Principals during the school calendar as follows:
- 4.4.1.1** For Principals – two (2) lieu days
- 4.4.1.2** For vice Principals – one (1) lieu day
- 4.4.2** Clause 4.4.1 **does not apply** to colony schools.
- 4.4.3** A request for lieu days must be made in accordance with the following conditions:
- 4.4.3.1** in writing, on the form established by the Employer
- 4.4.3.2** to the Superintendent or designate,
- 4.4.3.3** where possible, at least two (2) weeks in advance of the date the principal/vice principal wishes to use the requested lieu day(s), and

4.4.3.4 stating the replacement arrangement to be put in place should the requested lieu day(s) be approved.

4.4.4 Without the permission of the Superintendent or designate, lieu day(s) shall not be used:

4.4.4.1 in conjunction with any holiday/vacation or holiday/vacation period exceeding three (3) days, inclusive of weekends,

4.4.4.2 during any scheduled Parent-Teacher Interview days,

4.4.4.3 during scheduled professional development days, or

4.4.4.4 in conjunction with any other leave under this Collective Agreement that would result in an absence greater than three (3) consecutive workdays.

4.4.5 Lieu days shall not be accumulated or paid out under any circumstances.

4.4. Other Administrator Conditions (Effective September 12, 2023)

4.4.1 In recognition of additional days of work above and beyond the school calendar established by the Employer, lieu time will be provided by the Employer to Principals and Vice Principals during the school calendar as follows:

4.4.1.1 For Principals – two (2) lieu days

4.4.1.2 For Vice Principals – two (2) lieu days

4.4.2 Clause 4.4.1 **does not apply** to colony schools.

4.4.3 A request for lieu days must be made in accordance with the following conditions:

4.4.3.1 via email to the Superintendent or designate,

4.4.3.2 once approved, lieu days must be submitted via the time tracking system,

4.4.3.3 where possible, at least two (2) weeks in advance of the date the principal/vice principal wishes to use the requested lieu day(s), and

4.4.3.4 stating the replacement arrangement to be put in place should the requested lieu day(s) be approved.

4.4.4 Without the permission of the Superintendent or designate, lieu day(s) shall not be used:

4.4.4.1 in conjunction with any holiday/vacation or holiday/vacation period exceeding three (3) days, inclusive of weekends,

4.4.4.2 during any scheduled Parent-Teacher Interview days,

4.4.4.3 during scheduled professional development days, or

4.4.4.4 in conjunction with any other leave under this Collective Agreement that would result in an absence greater than three (3) consecutive workdays.

4.4.5 Lieu days shall not be accumulated or paid out under any circumstances.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

5.1.1 *Substitute teacher means a teacher employed on a day-to-day basis.*

5.1.2 *The rate of pay for substitute teachers per full day shall be:*

5.1.2.1 *Effective until June 9, 2022, substitute teachers' daily rates of pay will be \$200.00 plus six percent (6%) vacation pay of \$12.00 for a total of \$212.00.*

5.1.2.2 *Effective June 10, 2022 (0.50% Increase), substitute teachers' daily rates of pay will be \$200.28 plus six percent (6%) vacation pay of \$12.78 for a total of \$213.06.*

5.1.2.3 *Effective September 1, 2022 (1.25% Increase), \$215.72 plus two percent (2%) in lieu of benefits \$4.32 for a total of \$220.04.*

5.1.2.4 *Effective September 1, 2023 (2.00% Increase), \$220.04 plus two percent (2%) in lieu of benefits \$4.40 for a total of 224.44.*

5.1.3 *The rate of pay for substitute teachers per half day shall be:*

5.1.3.1 *Effective until June 9, 2022, substitute teachers' rate per half day will be \$94.98 plus six percent (6%) vacation pay of \$5.70 for a total of \$100.68.*

5.1.3.2 *Effective June 10, 2022 (0.50% Increase), substitute teachers' rate per half day will be \$95.46 plus six percent (6%) vacation pay of \$5.73 for a total of \$101.18.*

5.1.3.3 *Effective September 1, 2022 (1.25% Increase), \$102.44 plus two percent (2%) in lieu of benefits \$2.05 for a total of \$104.49.*

5.1.3.4 *Effective September 1, 2023 (2.00% Increase), \$104.49 plus two percent (2%) in lieu of benefits \$2.09 for a total of \$106.58.*

5.1.4 *Any amount of time above 50% of the day shall be considered a full day.*

5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid: The rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive days shall be, effective the sixth consecutive teaching day, according to placement on the salary grid and subject to the terms of this Collective Agreement.*

5.2.1.1 *Notwithstanding article 5.2.1, a substitute teacher who fills a teaching position for more than five consecutive days and who accepts a contract of employment with the Employer, shall be paid effective the first day, according to placement on the salary grid.*

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

5.3 Other Substitute Teacher Conditions

5.3.1 *In the event that a substitute teacher's assignment is cancelled by the Employer and notice of such cancellation is not transmitted to the substitute teacher prior to 6:00 PM on the day prior to the assignment, the substitute teacher shall report to work as directed by the Employer and carry out those duties that are assigned to the substitute teacher by the Employer.*

5.3.2 *The provisions of clause 5.3.1 shall not apply where the cancellation of assignment is due to inclement weather, cancellation of classes, school closure for any reason, or if another assignment is offered by the Employer for the same date as the cancelled assignment.*

5.3.3 *Effective September 12, 2023, the substitute teacher shall follow the schedule and duties of the teacher that they are replacing, including supervision. It is acknowledged that the school administrator maintains the ability to direct the work assignments in their school sites*

6. PART TIME TEACHERS

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

6.2 Part-time Teachers Benefits and Proration

6.2.1 *The Employer's contribution to benefit premiums for part-time teachers and those on professional leave shall be paid on a pro-rata basis based on the employee's full time equivalent employment.*

6.3 Part-time Teachers Schedule (Effective September 12, 2023)

6.3.1 *Timetable for part-time teachers shall be contiguous where reasonably practicable. In the event that a part-time teacher's assignment is not contiguous, they will be provided with a written rationale of the decision and will have the opportunity to appeal the assignment to the Chief Deputy Superintendent.*

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

7.1.1 *The Employer shall effect and maintain Alberta School Employee Benefit Plan (ASEBP):*

- a)** *Extended Disability Benefit (EDB) – Plan D*
- b)** *Life, Accidental Death and Dismemberment (AD&D) – Plan 2*
- c)** *Extended Health Care – Plan 1*
- d)** *Dental Care – Plan 3*
- e)** *Vision Care – Plan 3*

Applicable to and for the benefit of teachers in its employ, according to the provisions of the plans.

7.1.2 *The Employer will contribute toward the monthly premium of each plan as follows:*

- a)** *Life and AD&D – 100%*
- b)** *EDB – 100%*
- c)** *Extended Health – 100%*
- d)** *Dental Plan – 100%*
- e)** *Vision Care – 100%*

7.2 Group Benefits Eligibility

7.2.1 *All teachers shall be covered under the provisions of the Alberta School Employee Benefit Plan, Life, Accidental Death & Dismemberment, Plan 2; Extended Disability Benefit, Plan D.*

7.2.2 *With respect to article 7.2.1, it is understood that participation in the Alberta School Employee Benefit Plan–Extended Health Care, Plan 1; Dental Care, Plan 3; Vision Care, Plan 3 is not a condition of employment.*

7.3 Health Spending Account (Effective until February 28, 2021)

7.3.1 *The Employer will contribute an amount per teacher (not including substitute teachers) to a Health Spending Account, prorated for employees working less than a full-time equivalent, according to the following schedule:*

Effective Date	Annual Amount
<i>Effective September 1, 2019</i>	<i>\$725</i>

7.3. Health Spending Account and Wellness Spending Account (Effective March 1, 2021, the following repeals and replaces clause 7.3 above)

7.3.1 *The Employer will contribute an amount of \$725 per teacher (not including substitute teachers) to a combined Health Spending Account and Wellness Spending Account, prorated for employees working less than a full-time equivalent.*

7.4. Other Group Benefits

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

8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

8.1.1 *Effective until August 31, 2022, teacher instructional time will be capped at 907 hours per school year.*

8.1.2 *Effective September 1, 2022, teacher instructional time will be capped at 916 hours per school year commencing the 2022-23 school year.*

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

8.2 Assignable Time Definition

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

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

8.2.2 *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard,*

which may extend beyond what is assigned by employers. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.

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

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

8.3 Duty Free Lunch

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

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

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

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

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

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

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

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

9.2 Professional Improvement Leave

- 9.2.1** *A teacher who has taught in the Employer's school system for a minimum of five (5) years may be granted a leave for professional development or for other reasons acceptable to the Employer.*
- 9.2.2** *All applications for leave shall be submitted to the Superintendent by February 1 preceding the school year in which the professional leave is to commence.*
- 9.2.3** *The application for professional leave must be considered by the Employer and the applicant must be notified of the Employer's decision within forty-five (45) calendar days of the date for receiving applications.*
- 9.2.4** *A teacher returning from professional leave is entitled to return to the position held when the professional leave started or to a position of comparable nature.*
- 9.2.5** *An application shall be accompanied by a clear statement of the teacher's purpose.*
- 9.2.6** *In lieu of salary, a teacher while on professional leave shall be granted an allowance equal to 50% of annual salary for the year in which leave is granted, payable in a manner agreed upon by both Parties.*
- 9.2.7** *For a semester of professional leave, payment shall be 25% of annual salary for the year in which leave is granted, payable in a manner agreed upon by both Parties.*
- 9.2.8** *A teacher who is granted professional leave shall give an undertaking, in writing, to return to their duties for a period of at least two years. Should a teacher resign or retire prior to the completion of the two years of service, other than by mutual agreement between the Employer and the teacher, repayment of leave salary shall be made to the Employer on a pro rata basis.*
- 9.2.9** *Approval may be granted by the Employer for a professional leave based on the application's merit and alignment to school and Division goals.*
- 9.2.10** *In addition to the leave described in Articles 9.2.1–9.2.9, the Employer may, at its discretion, grant short term professional leave. Such leave will be subject to the same provisions as outlined in 9.2.1–9.2.9 with the exception of the following:*
- a)** *the allowance paid will be for the period identified by the Employer and payment will be made at the rate of 50 percent of the teacher's present salary.*
 - b)** *application for leave shall be made at least forty-five (45) days prior to the time the leave is to commence.*
 - c)** *the teacher is obligated to return to their respective duties for at least one year of employment after the leave is completed.*
 - d)** *for the purpose of this article, it is understood that no leave shall extend beyond a period of forty-five (45) days.*

9.3 Individual Teacher Professional Development Funds (Effective September 12, 2023)

- 9.3.1** The School Division will establish a Professional Development fund for each active teacher under contract as of September 30th.
- 9.3.2** The School Division will allocate \$550 for each teacher's professional development fund as of September 30th each school year.
- 9.3.3** Part time teachers shall have an allocation of \$550 prorated to their FTE.
- 9.3.4** Teachers may accumulate professional development funds for four (4) years, to a maximum rollover allocation of \$2200.
- 9.3.5** When a teacher is no longer employed by the School Division their accumulated professional development funds will be returned to the School Division.
- 9.3.6** All teacher individual professional development activity must be approved by the Superintendent or designate.

10. SICK LEAVE

- 10.1** *In the first year of service with the Employer, a teacher shall be entitled to twenty (20) school days of sick leave at full salary for the purpose of obtaining the necessary medical or dental treatment because of accident, sickness or disability.*
 - 10.1.1** *After twenty (20) school days of continuous disability in a teacher's first year of service, no further salary shall be paid. However, after ninety (90) calendar days of continuous absence the provisions of the Alberta School Employee Benefit Plan, Extended Disability Benefit, shall take effect providing the teacher is accepted by the insurance carrier as an extended disability claimant.*
- 10.2** *During the second and subsequent years of service, annual sick leave with full salary will be granted for ninety (90) calendar days.*
 - 10.2.1** *After ninety (90) calendar days of continuous disability in a teacher's second and subsequent year of service, no further salary shall be paid. The provisions of the Alberta School Employee Benefit Plan, Extended Disability Benefit Plan shall take effect, providing the teacher is accepted by the insurance carrier as an extended disability claimant.*
- 10.3** *When a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan, upon the teacher's return to regular duties, shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*
 - Less than one year of service – Nil*
 - After one year of service – 90 calendar days.*

10.4 *Before any payment is made under the foregoing provisions the teacher shall provide:*

- a)** *a statement, on a form approved by the Employer, signed by the teacher substantiating the illness.*
- b)** *after an absence of more than three days, when requested by the Superintendent, in consultation with the Principal, a certificate, at Employer expense, from the teacher's physician or dentist attesting to the teacher's illness.*
- c)** *when the absence extends for a period of over one (1) month the teacher may, at the discretion and expense of the Employer, be called upon to furnish a further medical certificate at the end of each month during the duration of the leave or until the teacher is accepted on the A.S.E.B.P., Extended Disability Plan.*

10.5 *When a teacher leaves the employ of the Employer all sick leave shall be cancelled.*

10.6 *Provisions of this Article shall not be applicable when a teacher is on leave without pay.*

10.7 Scheduling of Appointments

- 10.7.1** *Teachers will make every effort to schedule appointments with healthcare providers outside of classroom hours. If scheduling such appointments outside of classroom hours is not possible, teachers will make every effort to limit their absence for such appointments to no more than one half day. This provision applies to all leave situations under this Collective Agreement including Articles 10, 11, 12, 13 and 14.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1 Maternity Leave

- 11.1.1** *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2** *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3** *A teacher shall, when possible, give the Employer three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4** *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*

- 11.1.5** *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

11.2 Parental Leave

- 11.2.1** *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2** *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3** *The teacher shall give the Employer at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4** *The teacher may terminate the leave at any time. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5** *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6** *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the Employer may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

11.3 Salary Payment and Benefit Premium

- 11.3.1** *The Employer shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2** *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3** *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4** *The Employer shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*

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

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

- 12.1** *Personal leave with pay for not more than one (1) day in any school year may be requested by a teacher, to the Superintendent or designate, for attending to private concerns.*
- 12.1.1** *Unused personal leave from the prior year under clause 12.1 may be accumulated to a maximum of three (3) personal leave days.*
- 12.2** *Personal leave with partial pay (less the cost of the daily rate for a substitute teacher under Article 5) for not more than three (3) days in any school year may be requested by a teacher, to the Superintendent or designate, for attending to private concerns.*

- 12.3** *A request for personal leave under this Article must be made in accordance with the following conditions:*
- 12.3.1** *in writing, on the form established by the Employer*
 - 12.3.2** *to the Superintendent or designate,*
 - 12.3.3** *where possible, at least two (2) weeks in advance of the date the teacher wishes to use the requested personal leave, and*
 - 12.3.4** *stating the replacement arrangement to be put in place should the requested personal leave be approved.*
- 12.4** *Without the permission of the Superintendent or designate, personal leave shall not be used:*
- 12.4.1** *in conjunction with any holiday/vacation or holiday/vacation period exceeding three (3) days, inclusive of weekends,*
 - 12.4.2** *during any scheduled Parent-Teacher Interview days, or*
 - 12.4.3** *during scheduled professional development days,*
 - 12.4.4** *in conjunction with any other leave under this Collective Agreement that would result in an absence greater than three (3) consecutive workdays.*
- 12.5** *Under this Article, the use of personal leave in any one school year shall not exceed four (4) days.*
- 12.6** *A teacher on a term contract must be under contract for a minimum of ninety (90) instructional days before being eligible for personal leave under this Article.*

13. ASSOCIATION LEAVE AND SECONDMENT (Effective until August 31, 2022)

- 13.1** *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.2** *Upon written request to the Superintendent or designate, the Employer may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Employer. The Association will reimburse the Employer as per Clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3** *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the Collective Agreement, the teacher shall be seconded on a scheduled basis up to a*

maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.

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

13. ASSOCIATION LEAVE AND SECONDMENT (Effective September 1, 2022)

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

14. OTHER LEAVES

14.1 Bereavement, Critical Illness and Funeral Leaves

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence and approved by the Employer pursuant to Section 220(1)(d)(i) of the Education Act where such teacher is absent:

14.1.1

- a)** *For not more than five (5) teaching days per occurrence per school year due to the critical illness or death of any one of the following legal relatives of the teacher or spouse: spouse, child, parent, brother, sister, daughter-in-law, son-in-law, and grandchild.*
- b)** *Where critical illness is not followed by death within thirty (30) days, the Employer may request, within thirty (30) days, a medical certificate stating that critical illness was the reason for absence.*
- c)** *Critical illness is defined as a life-threatening illness or an illness requiring admission to a hospital intensive care unit.*

14.1.2 *For not more than three (3) teaching days per occurrence per school year due to the death of any one of the following legal relatives of the teacher or spouse: grandparent, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or any other relative who is a member of the teacher's household.*

14.1.3 *For not more than one (1) day per occurrence, to a maximum of two (2) teaching days per school year, to attend the funeral of anyone not previously identified in 14.1.1 or 14.1.2.*

14.1.4 *Upon application to and at the discretion of the Superintendent, additional leave may be granted for any good and valid reason, relating to the critical illness or death of any of the persons identified in 14.1.1, 14.1.2 and 14.1.3.*

14.2 Graduation, Convocation and University Exams Leave (Effective until September 11, 2023)

14.2.1 The Employer shall grant a leave of absence with pay:

14.2.1.1 For the period of one (1) day, plus one (1) day for travelling when necessary, per school year, to attend the teacher's convocation of a university or graduation from a post-secondary institution.

14.2.1.2 For not more than two (2) days per school year for the purposes of writing examinations in academic or professional courses as required by the Employer.

14.2.2 Provided that an amount equivalent to the daily rate of a substitute teacher, as specified under Article 5, is forthcoming to the Employer through payroll deduction or payment from other sources, the Employer may grant a leave of absence with pay:

14.2.2.1 For the period of one (1) day plus one (1) day for travelling, if necessary, to attend the convocation or graduation from a post-secondary institution of the teacher's spouse or child.

14.2 Graduation, Convocation and University Exams Leave (Effective September 12, 2023)

14.2.1 The Employer shall grant a leave of absence with pay:

14.2.1.1 For the period of one (1) day, plus one (1) day for travelling when necessary, per school year, to attend the teacher's convocation of a university or graduation from a post-secondary institution.

14.2.1.2 For not more than two (2) days per school year for the purposes of writing examinations in academic or professional courses as required by the Employer.

14.2.2 Provided that an amount equivalent to the daily rate of a substitute teacher, as specified under Article 5, is forthcoming to the Employer through payroll deduction or payment from other sources, the Employer may grant a leave of absence with pay:

14.2.2.1 For the period of one (1) day plus one (1) day for travelling, if necessary, to attend the convocation or graduation from a post-secondary institution of the teacher's spouse or child.

14.2.2.2 For the period of one (1) day per school year, to attend the high school graduation ceremony of the teacher's child.

14.3 Jury Duty Leave

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence and approved by the Employer pursuant to Section 220(1)(d)(i) of the Education Act where such teacher is absent:

- a)** *For jury duty or for attending for selection purposes, or any summons related thereto.*
- b)** *To respond to a subpoena or a notice to attend court in a criminal or civil matter that is not related to the personal affairs of the teacher.*
- c)** *Provided that in a, and b, the teacher remits to the Employer any witness fee or jury stipend, excluding allowances and/or expenses, set by the court or other body.*

14.4 Service to other Agencies Leave

14.4.1 Temporary leave of absence, with pay, shall be granted to a teacher as follows; provided that an amount equivalent to the salary of a substitute teacher, as stated in clause 5, is forthcoming to the Employer through payroll deduction or payment from other sources:

- a)** For attendance at meetings of Committees of the Department of Education that are approved by the Superintendent or their designate.

14.5 Leave for Child's Arrival

14.5.1 *The Employer may grant a leave of absence with pay:*

14.5.1.1 *For one (1) teaching day per school year in the event of the birth of the teacher's child or two (2) teaching days per school year for the adoption of a child by that teacher.*

14.6 Family Medical Leave

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence and approved by the Employer pursuant to Section 220(1)(d)(i) of the Education Act where such teacher is absent:

- a)** *On application to the Superintendent and subject to the approval of the Superintendent or designate, a teacher shall be granted up to two (2) days of leave of absence with full pay and benefits per school year for the purpose of obtaining necessary medical or dental treatment for members of the teacher's immediate family. Immediate family shall be defined as the teacher's spouse, child, parent or a relative under the care of the teacher and residing on a full-time basis in the teacher's household.*

14.7 Quarantine Leave

When school is closed for all students due to health reasons or physical plant breakdowns, teachers will not be required to attend school.

14.8 Impassable Roads Leave

14.8.1 The Employer shall grant a leave of absence with pay:

14.8.1.1 When a teacher is unable to reach the school from their usual place of residence because of impassable roads, provided that:

14.8.1.1.1 the absence is communicated to the principal,

14.8.1.1.2 the teacher makes every effort to return to their place of work if road conditions improve, and

14.8.1.1.3 the teacher carries out employment duties and responsibilities that can be completed from their usual place of residence.

14.9 Discretionary leave

Additional leaves of absence may be granted by the Employer with pay and with benefits or without pay and without benefits.

14.10 Deferred Salary Leave Plan (Effective September 12, 2023)

14.10.1 The School Division will offer a Deferred Salary Leave Plan, which adheres to the Canada Revenue Agency requirements.

15. GRIEVANCE PROCEDURE (Effective September 12, 2023)

Subject to Letter of Understanding on Interim Grievance Procedure, current article 15 and 16 in the 2018-2020 Collective Agreement apply until September 11, 2023.

15.1 *This procedure applies to differences:*

15.1.1 *about the interpretation, application, operation or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*

15.1.2 *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*

15.2 *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*

15.3 *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the Superintendent or designate and the Associate Coordinator- Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence/event giving rise to the grievance.*

15.4 *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association or the Employer and shall contain the following:*

15.4.1 *the name(s) of the parties aggrieved;*

15.4.2 *a statement of facts giving rise to the grievance;*

15.4.3 *the 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 Employer, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.*

15.5.1 *When requested by TEBA, the Employer shall provide additional information on grievances in a form determined by the TEBA Chair.*

15.6 *Representatives of the Employer and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*

15.6.1 *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*

- 15.7** *The Association will give advance notice to the Employer when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Employer portion of statutory benefit contributions, as per clause 13.2. The Employer will give advance notice to the Association when a representative of the Employer affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the Employer against a teacher, the Employer shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8** *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in 15.6 to formally respond to the grievance.*
- 15.9** *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10** *Only the Employer and/or the Association may convey a grievance to arbitration.*
- 15.11** *The Employer and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12** *By mutual consent, the parties may agree to convene a three 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 Employer and the Association; and,*
- 15.15.2** *Teachers covered by the Collective Agreement who are affected by the award.*
- 15.16** *TEBA Involvement in Grievance Proceedings*
- 15.16.1** *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the Employer.*

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

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

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

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

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

15.16.4 *In instances where TEBA assumes carriage over a grievance process, all references to employers in this 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 Transfers (Effective until September 11, 2023)

- 16.1.1** If it is necessary for the Employer to transfer a teacher from one school to another within the Division, the Employer shall reimburse the moving expenses incurred by the teacher to a maximum of \$1,200, providing such transfer requires a change of residence. This article does not apply to a teacher who has requested a transfer.
- 16.1.2** Any teacher who becomes an employee of the Employer as a result of the provision of Section 119(1)(2)(3) of the Education Act shall retain any designation received from the previous Employer, provided that the teacher remains in the same school plant.

16.1 Transfers (Effective September 12, 2023)

- 16.1.1** If it is necessary for the Employer to transfer a teacher from one school to another within the Division, the Employer shall reimburse the moving expenses incurred by the teacher to a maximum of \$1,200, providing such transfer requires:

- a move of more than 25 kms, and
- a change of residence, and
- receipts are submitted

This article does not apply to a teacher who has requested a transfer.

- 16.1.2** Any teacher who becomes an employee of the Employer as a result of the provision of Section 119(1)(2)(3) of the Education Act shall retain any designation received from the previous Employer, provided that the teacher remains in the same school plant.

16.2 Information and Files (Effective until September 11, 2023)

- 16.2.1** The Employer shall post a copy of the Collective Agreement on the Division's website within 30 calendar days after the signing of the Collective Agreement by the Association Coordinator of Teacher Welfare. A copy of the current Collective Agreement shall be placed in each staff room.
- 16.2.2** Effective until November 9, 2020, the Employer shall deduct Association membership fees from the salary of every teacher it employs, other than those identified in Article 1.2, and shall remit the membership fees to the Association monthly. Upon request, the Employer will provide a list of teachers in its employ to the Association.
- 16.2.3** Effective until November 9, 2020, the Parties hereby recognize that basic to the proper management and administration of a school system it is the Employer's right and responsibility to formulate and adopt policies and regulations.

16.2 Information and Files (Effective September 12, 2023)

- 16.2.1** The Employer shall post a copy of the Collective Agreement on the Division's website within 30 calendar days after the signing of the Collective Agreement by the Association Coordinator of Teacher Welfare.
- 16.2.2** The Employer shall deduct Association membership fees from the salary of every teacher it employs, other than those identified in Article 1.2, and shall remit the membership fees to the Association monthly. Upon request, the Employer will provide a list of teachers in its employ to the Association.
- 16.2.3** The Parties hereby recognize that basic to the proper management and administration of a school system it is the Employer's right and responsibility to formulate and adopt policies and regulations.

16.3 Subrogation

16.3.1 Interpretation:

- 16.3.1.1** Cost of Absence means the total remuneration paid by the Employer during a period when the teacher was absent from work.
- 16.3.1.2** Interest means interest calculated in accordance with the provisions of the Alberta Judgment Interest Act, RSA 2000, c.J-1, and amendments and regulation thereto.
- 16.3.1.3** Judgment or Settlement means an order of a court of competent employer or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
- 16.3.1.4** Remuneration means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.

- 16.3.1.5** Teacher means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.
- 16.3.2** In the event that the Employer incurs a cost of absence as a result of an act or omission of a third party, the Employer is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:
- 16.3.2.1** the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;
- 16.3.2.2** the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
- 16.3.2.3** the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
- 16.3.2.4** the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist a witness where required;
- 16.3.2.5** the teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
- 16.3.2.6** upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
- 16.3.2.7** the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
- 16.3.2.8** the Employer's consent to settlement shall not be unreasonably withheld.
- 16.3.3** When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest.
- 16.3.4** When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the

cost of absence recovered plus interest.

- 16.3.5** The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this Article 16.3.
- 16.3.6** In exercising any of its rights under Article 16.3, the Employer shall have due regard for the interests of the teacher.

LETTERS OF UNDERSTANDING—CENTRAL

LETTER OF UNDERSTANDING #1

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2
RE: INTERIM GRIEVANCE PROCEDURE

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

- ## ***INTERIM GRIEVANCE PROCEDURE***

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15.5 *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the Employer, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.*

15.5.1 *When requested by TEBA, the Employer shall provide additional information on grievances in a form determined by the TEBA Chair.*

15.6 *Representatives of the Employer and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*

15.6.1 *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*

15.7 *The Association will give advance notice to the Employer when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The Employer 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 Employer against a teacher, the Employer shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*

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

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

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

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

15.12 *By mutual consent, the parties may agree to convene a three 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 Employer and the Association; and,*

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

15.16 *TEBA Involvement in Grievance Proceedings*

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

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

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

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

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

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

15.16.4 *In instances where TEBA assumes carriage over a grievance process, all references to employers in this 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 Employer shall reimburse the teacher for the costs of complying with any requirement to provide a criminal record check and vulnerable sector check as part of their ongoing employment.

LETTER OF UNDERSTANDING # 4

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

LETTER OF UNDERSTANDING #5

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

During the term of this agreement, if the proclamation of the above noted legislation results in additional costs for teachers or employers, TEBA and the association shall meet within 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 employers with grievance(s) that may be suited for an Expedited Arbitration, shall meet during the first week of each of September, February, and May. During each of these "Pre-Expedited Arbitration Meetings," the Parties will propose grievances for referral to Expedited Arbitration. Where there is mutual agreement between the parties to the grievance to advance to Expedited Arbitration, the hearing will take place at the end of the following month. Where there are no grievances slated for the held dates, they will be cancelled in order to mitigate cancellation costs, with the cancellation costs shared equally by the Association and TEBA.*
4. *There is no limitation on the parties to a grievance from mutually agreeing to proceed to Expedited Arbitration outside of the Pre-Expedited Arbitration Meetings in 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 an Employer will be used as the venues for the Hearings where possible.*
7. *The Association and TEBA agree to jointly meet with the Director of Mediation Services to identify three (3) mutually agreed sole arbitrators to hear the matters at the Expedited Arbitration Hearings. For the purposes of this letter of understanding, three 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 employers acknowledge and commit to the duty to accommodate for disability as required by the Alberta Human Rights Act. The provisions of this agreement shall be administered in accordance with such law.

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

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

LETTER OF UNDERSTANDING #8
DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

WHEREAS TEBA and the 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 employers and teachers to explore appropriate models for working conditions in the distributed education environment to inform future negotiations;

NOW THEREFORE THE PARTIES AGREE THAT:

1. *Employers and the 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, an Employer with a distributed education program shall establish a Distributed Education Collaboration Committee to facilitate ongoing conversations on the above noted elements of a distributed education program.*

LETTER OF UNDERSTANDING #9
EXPERIENCE FORM

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 Employer.

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

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

Prior Experience

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

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

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

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

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

LETTERS OF UNDERSTANDING—LOCAL

LETTER OF UNDERSTANDING #10 EXTRACURRICULAR

The School Division and the Association acknowledge the importance of extra-curricular activities in enriching our schools. Participation in extra-curricular activities is recognized as voluntary and therefore does not count as assignable time.

LETTER OF UNDERSTANDING #11
SUBSTITUTE TEACHER TRAVEL

The Division will provide Substitute Teacher Travel as per the Personnel Procedure Policy P207. The amounts outlined in Policy P207 will not be reduced during the life of this Letter of Understanding.

This Letter of Understanding will remain in effect until the end of the next round of local bargaining.

LETTER OF UNDERSTANDING #12
PROFESSIONAL DEVELOPMENT COMMITTEE

The School Division and the ATA will form a committee to discuss Professional Development Fund as per article 9.3. The committee will consist of three members of the School Division and three members chosen by the ATA local. This committee will establish their own terms of reference.

This Letter of Understanding will remain in effect until the end of the next round of local bargaining.