

# **COLLECTIVE AGREEMENT**

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

**BETWEEN**

**THE CLEARVIEW SCHOOL DIVISION**

**And**

**THE ALBERTA TEACHERS' ASSOCIATION**

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



**TABLE OF CONTENTS**

<b>ARTICLE NAME</b>	<b>PAGE</b>
1. APPLICATION / SCOPE.....	3
2. TERM .....	4
3. SALARY .....	8
4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE .....	13
5. SUBSTITUTE TEACHERS .....	18
6. PART TIME TEACHERS .....	19
7. GROUP BENEFITS .....	20
8. CONDITIONS OF PRACTICE .....	21
9. PROFESSIONAL DEVELOPMENT .....	23
10. SICK LEAVE .....	25
11. MATERNITY, ADOPTION AND PARENTAL LEAVE.....	26
12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE .....	28
13. ASSOCIATION LEAVE AND SECONDMENT .....	28
14. OTHER LEAVES.....	30
15. GRIEVANCE PROCEDURE .....	31
16. EMPLOYMENT – TRANSFERS.....	35
17. SIGNATURE PAGE .....	36
18. LETTERS OF UNDERSTANDING—CENTRAL .....	37
19. LETTERS OF UNDERSTANDING—LOCAL .....	53

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

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

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

**WHEREAS** terms and conditions of employment and salaries have been the subject of negotiations between the parties, and

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

**1. APPLICATION / SCOPE**

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

**1.2. Excluded Positions**

- 1.2.1. Superintendent
- 1.2.2. Deputy or Assistant Superintendents
- 1.2.3. Director of Inclusive Education
- 1.2.4. Director of Technology Services
- 1.2.5. Director of Human Services

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

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

- 1.4.1. *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and,*

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

**1.5. Role of TEBA**

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

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

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

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

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

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

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

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

**1.11. Structural Provisions**

**1.11.1. Teacher-Board Liaison Committee**

- 1.11.1.1. *The School Division will offer to meet at least twice per year with up to four (4) Association representatives (one (1) of which will be the Association Local President) to discuss areas of mutual interest. Terms of reference for the committee will be established for the committee in consultation with the Association.*

**2. TERM**

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

## **2.2. List Bargaining**

- 2.2.1. *Negotiations regarding the list of central and local matters must commence not less than six (6) months and not more than eight (8) months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*
- 2.2.2. *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

## **2.3. Central Matters Bargaining**

- 2.3.1. *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than fifteen (15) days and not more than thirty (30) days after the central matters and local matters have been determined.*
- 2.3.2. *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

## **2.4. Local Bargaining**

- 2.4.1. *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Division or the Association must be served after, but not more than sixty (60) days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*
- 2.4.2. *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

## **2.5. Bridging**

- 2.5.1. *Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until*
  - a) *a new collective agreement is concluded, or*
  - b) *a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*
- 2.5.2. *If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.*

## **2.6. Meet and Exchange**

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

## **2.7. Opening with Mutual Agreement**

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

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

- 2.8.1. *As the Association is the bargaining agent for the teachers employed by the School Division, the School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five (5) months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*
- 2.8.2. *The School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30 but no later than the last operational day in December:*
  - 2.8.2.1. *Teacher distribution by salary grid category and step as of September 30;*
  - 2.8.2.2. *Health Spending Account (HSA) / Wellness Spending Account (WSA) / Registered Retirement Savings Plan (RRSP) utilization rates;*
  - 2.8.2.3. *Most recent School Division financial statements;*
  - 2.8.2.4. *Total benefit premium cost;*

2.8.2.5. *Total substitute teacher cost; and*

2.8.2.6. *Total allowances cost.*

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

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

2.8.1.1. *name;*

2.8.1.2. *certificate number;*

2.8.1.3. *home address;*

2.8.1.4. *personal home phone number;*

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

2.8.1.6. *contract type;*

2.8.1.7. *full-time equivalency (FTE); and,*

2.8.1.8. *salary grid placement.*

*Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five (5) months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

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

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

2.8.2.2. *Most recent School Division financial statements;*

2.8.2.3. *Total benefit premium cost;*

2.8.2.4. *Total substitute teacher cost;*

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

2.8.2.6. *Total other allowance cost; and,*

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

**3. SALARY**

**3.1. Salary Pay Date / Schedule**

- 3.1.1. *Except for substitute teachers, each teacher shall be paid one-twelfth (1/12) of their annual rate of salary on the twenty-seventh (27) day of each month. In the event that the twenty-seventh (27) day falls on a non-banking day then payment shall be made on the last banking day preceding the twenty-seventh (27). In the month of December, payment shall be made not later than two (2) clear banking days prior to the Christmas vacation.*
- 3.1.2. *Salary payments to all teachers and substitute teachers shall be processed by “Electronic Direct Deposit” to the bank account specified by the teacher.*
- 3.1.3. *Substitute teachers shall be paid not later than the fifteenth (15) day of the month following, provided the necessary payroll information is submitted no later than the third (3) teaching day of the month following the days taught.*

**3.2. Grid**

- 3.2.1. *The School Division shall pay all teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are “per annum” unless specifically stated otherwise. One (1) month salary shall be one-twelfth (1/12) part of the annual salary at the rate in effect that month.*
- 3.2.2. *The number of years of teacher education and the years of teaching experience, as computed according to this agreement, shall together determine the basic salary rate of each teacher employed by the School Division.*

3.2.3. *The following salary schedule shall be:*

3.2.3.1. *Effective until June 9, 2022*

<b>Years of Teacher Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 58,747	\$ 62,259	\$ 65,880
<b>1</b>	\$ 62,159	\$ 65,670	\$ 69,299
<b>2</b>	\$ 65,574	\$ 69,092	\$ 72,712
<b>3</b>	\$ 68,990	\$ 72,501	\$ 76,125
<b>4</b>	\$ 72,401	\$ 75,911	\$ 79,537
<b>5</b>	\$ 75,988	\$ 79,507	\$ 83,124
<b>6</b>	\$ 79,573	\$ 83,088	\$ 86,714
<b>7</b>	\$ 83,162	\$ 86,676	\$ 90,300
<b>8</b>	\$ 86,749	\$ 90,260	\$ 93,887
<b>9</b>	\$ 90,334	\$ 93,846	\$ 97,472
<b>10</b>	\$ 93,917	\$ 97,434	\$ 101,061



3.2.3.2. *Effective June 10, 2022, 0.50% increase.*

<b>Years of Teacher Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 59,041	\$ 62,570	\$ 66,209
<b>1</b>	\$ 62,470	\$ 65,998	\$ 69,645
<b>2</b>	\$ 65,902	\$ 69,437	\$ 73,076
<b>3</b>	\$ 69,335	\$ 72,864	\$ 76,506
<b>4</b>	\$ 72,763	\$ 76,291	\$ 79,935
<b>5</b>	\$ 76,368	\$ 79,905	\$ 83,540
<b>6</b>	\$ 79,971	\$ 83,503	\$ 87,148
<b>7</b>	\$ 83,578	\$ 87,109	\$ 90,752
<b>8</b>	\$ 87,183	\$ 90,711	\$ 94,356
<b>9</b>	\$ 90,786	\$ 94,315	\$ 97,959
<b>10</b>	\$ 94,387	\$ 97,921	\$ 101,566

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

3.2.3.3. *Effective September 1, 2022, 1.25% increase.*

<b>Years of Teacher Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 59,779	\$ 63,352	\$ 67,037
<b>1</b>	\$ 63,251	\$ 66,823	\$ 70,516
<b>2</b>	\$ 66,726	\$ 70,305	\$ 73,989
<b>3</b>	\$ 70,202	\$ 73,775	\$ 77,462
<b>4</b>	\$ 73,673	\$ 77,245	\$ 80,934
<b>5</b>	\$ 77,323	\$ 80,904	\$ 84,584
<b>6</b>	\$ 80,971	\$ 84,547	\$ 88,237
<b>7</b>	\$ 84,623	\$ 88,198	\$ 91,886
<b>8</b>	\$ 88,273	\$ 91,845	\$ 95,535
<b>9</b>	\$ 91,921	\$ 95,494	\$ 99,183
<b>10</b>	\$ 95,567	\$ 99,145	\$ 102,836

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

3.2.3.4. *Effective September 1, 2023, 2.00% increase.*

<b>Years of Teacher Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 60,975	\$ 64,619	\$ 68,378
<b>1</b>	\$ 64,516	\$ 68,159	\$ 71,926
<b>2</b>	\$ 68,061	\$ 71,711	\$ 75,469
<b>3</b>	\$ 71,606	\$ 75,251	\$ 79,011
<b>4</b>	\$ 75,146	\$ 78,790	\$ 82,553
<b>5</b>	\$ 78,869	\$ 82,522	\$ 86,276
<b>6</b>	\$ 82,590	\$ 86,238	\$ 90,002
<b>7</b>	\$ 86,315	\$ 89,962	\$ 93,724
<b>8</b>	\$ 90,038	\$ 93,682	\$ 97,446
<b>9</b>	\$ 93,759	\$ 97,404	\$ 101,167
<b>10</b>	\$ 97,478	\$ 101,128	\$ 104,893

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

### **3.3. Education**

- 3.3.1. *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1 and February 1.*
- 3.3.3. *For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four (4) years education.*
  - 3.3.3.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
  - 3.3.3.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School*

*Division within sixty (60) operational days from the date of completion of education or commencement of employment.*

*3.3.4.1. If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*

*3.3.4.2. If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

### **3.4. Experience**

*Teachers shall:*

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

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

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

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

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

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

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

*Prior Experience*

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

*a) Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*

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

- c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The School Division shall recognize prior teaching experience as if it were earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the School Division recognize experience earned with a previous school division shall provide to the School Division written confirmation from the previous school division certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
  - c) *The written confirmation is signed by an authorized officer of the previous school division.*
- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another school division, the receiving School Division shall assume the recognition of experience provided by the previous school division.*

*Effective until June 9, 2022*

- 3.4.10. *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure from the 2018-20 Collective Agreement.*

*Effective June 10, 2022, repeal 3.4.10*

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

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

- 3.5.1. *A vocational teacher is any teacher who has an Alberta Journeyman Certificate or its equivalent and a valid Alberta Teaching Certificate.*
- 3.5.2. *In the case of vocational teachers, the School Division shall have the right to determine the initial incremental placement on the salary grid.*

- 3.5.3. *Once placed on a salary schedule, vocational teachers shall, in the same manner as other teachers, move vertically down the grid as their experience increases and horizontally across as their years of teacher training increases.*

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

#### **3.6.1. Service Outside the Operational Days**

- 3.6.1.1. A teacher regularly assigned to classroom duties who is requested by the School Division to render service in excess of days not otherwise identified on the operating calendar as operational days, shall be paid or be provided a day in lieu at the rate of one two hundredth (1/200) of the rate of their total salary for each day they are so employed in excess of two hundred (200) days, or one four hundredth (1/400) per half (1/2) day (less than three (3) hours). Where requests are made, they shall be in writing or electronic mail and will identify the provision for pay or day in lieu of pay.

### **3.7. Other Allowances**

- 3.7.1. **Multiple Locations Allowance:** Teachers required to teach in two (2) or more schools in one (1) day shall be paid mileage or travel allowance at the same rate as other School Division personnel.
- 3.7.2. **Teachers' Convention Honorarium:** A teacher who is engaged by Alberta Teachers' Association Convention Association as a speaker shall notify the superintendent of such and be entitled to retain any honorarium and / or stipend provided by the Convention Association in addition to their regular salary and allowances for that day.

### **3.8. Temporary / Probationary Teachers' Notice**

- 3.8.1. The School Division will generally and normally provide notice of contract continuation to temporary and probationary teachers by May 31 of each year for the following school year.
- 3.8.2. Where such notice is not possible or advisable at the sole discretion of the School Division, the School Division will (prior to May 31) communicate a revised timeline for that particular year to affected teachers and the Association, as well as reasons for the revised timeline.

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

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

- 4.1.1. The School Division may create or fill administrative positions other than those specifically enumerated in clause 4.2.5 hereof, provided that additional allowances are negotiated with the Local Teacher Welfare negotiating subcommittee before advertising and filling such positions. If after ten (10) days from the time notice is given to the committee no agreement is reached, the School Division may proceed to fill the position with the understanding that the

amount of the allowance will be on the bargaining table at the next round of salary negotiations.

**4.2. Administration Allowances**

4.2.1. *The student count for purposes of administration and administrative allowances shall be made on September 30 of each year and to be effective on commencement of the current school year.*

4.2.2. *In addition to the foregoing salary, there shall be paid administrative allowances in accordance with the following schedule:*

**4.2.3. Principal's Allowances**

4.2.3.1. *Where a school has 150 or less students:*

4.2.3.1.1. *Sixteen per cent (16%) of MAX (Category 6)*

4.2.3.1.2. *If the principal would receive a greater allowance under the calculation for a school with more than 150 students (clause 4.2.3.2), the allowance for the principal will be calculated using the allowance with a school more than 150 students.*

4.2.3.2. *Where a school has more than 150 students:*

4.2.3.2.1. *Minimum allowance for the 100 students: thirteen point five per cent (13.5%) of MAX (Category 6), plus;*

4.2.3.2.1.1. *Effective until June 9, 2022*

<i>Per student allowance for 101 to 150 students</i>	<i>\$82.07</i>
<i>Per student allowance for 151 to 300 students</i>	<i>\$29.84</i>
<i>Per student allowance thereafter</i>	<i>\$23.86</i>

4.2.3.2.1.2. *Effective June 10, 2022, 0.50% increase.*

<i>Per student allowance for 101 to 150 students</i>	<i>\$ 82.48</i>
<i>Per student allowance for 151 to 300 students</i>	<i>\$ 29.99</i>
<i>Per student allowance thereafter</i>	<i>\$ 23.98</i>

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

4.2.3.2.1.3. *Effective September 1, 2022, 1.25% increase.*

<i>Per student allowance for 101 to 150 students</i>	<i>\$ 83.51</i>
<i>Per student allowance for 151 to 300 students</i>	<i>\$ 30.36</i>
<i>Per student allowance thereafter</i>	<i>\$ 24.28</i>

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

4.2.3.2.1.4. *Effective September 1, 2023, 2.00% increase.*

<i>Per student allowance for 101 to 150 students</i>	<i>\$ 85.18</i>
<i>Per student allowance for 151 to 300 students</i>	<i>\$ 30.97</i>
<i>Per student allowance thereafter</i>	<i>\$ 24.77</i>

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

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

4.2.4. **Vice-Principal Allowances:** *Administrative allowance amounting to fifty per cent (50%) of the allowance received by a principal in accordance with clause 4.2.3 shall be paid to each vice-principal. Where the School Division has designated a senior or first vice-principal, the senior or first vice-principal shall receive an administrative allowance amounting to sixty per cent (60%) of the allowance received by the principal. The student count for a vice-principal shall be the same as the count for the principal.*

4.2.4.1. *The minimum allowance for vice-principal will be adjusted in accordance with current proportionality to the principal allowance.*

4.2.5. *In addition to the salary, specified in clause 3.2.3, there shall be paid additional allowances for other designated administrative positions as follows:*

4.2.5.1. **Coordinators:** *ten point five per cent (10.5%) of MAX (Category 6)*

4.2.5.2. **Teachers of Hutterite Colony Schools:** *six per cent (6%) of MAX (Category 6)*

4.2.5.3. **Teachers of Outreach Schools:** *six per cent (6%) of MAX (Category 6)*

4.2.5.3.1. *The parties agree that the allowance for outreach teachers will be prorated based on their assignment at*

*the outreach school. The teacher assigned to an outreach school shall receive a minimum of twenty-five per cent (25%) of the outreach allowance based on a full-time assignment.*

4.2.5.4. **Department Heads:** four per cent (4%) of MAX (Category 6)

### **4.3. Acting Administrators – Compensation**

- 4.3.1. When, in the absence of the principal, the vice-principal acts in the principal's place for a period of five (5) or more consecutive days, the vice-principal shall assume the position of acting principal and shall receive an allowance equivalent to that of the principal for the period from and including the sixth (6) day until the return of the regular principal.
- 4.3.2. In the absence of the principal from a school where there is no vice-principal or in the absence of both the principal and vice-principal(s) from a school, a teacher shall be designated by the School Division to be acting principal and shall be paid:
  - 4.3.2.1. Twenty five per cent (25%) of one two hundredth (1/200) of the principal's allowance on each of the first (1), second (2), and third (3) acting day; and
  - 4.3.2.2. Fifty per cent (50%) of one two hundredth (1/200) of the principal's allowance on the fourth (4) acting day and consecutive acting days thereafter, and retroactive to the "first day" (replacing the twenty-five per cent (25%).
  - 4.3.2.3. Such designation shall terminate upon the return to duty of the principal or either the principal or vice-principal(s), or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

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

- 4.4.1. *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2017, may continue under the term contract until the total number of years designated as a principal is five (5) years.*
- 4.4.3. *Effective September 1, 2023, a teacher designated as an assistant or vice-principal shall enter into a series of term contracts for a period of up to five (5)*



years. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.

- 4.4.4. Any current assistant or vice-principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2023, may continue under the term contract until the total number of years designated as an assistant or vice-principal is five (5) years. When the total length of the assistant's or vice-principal's designation will be five (5) years between September 1, 2023 and January 1, 2024, the School Division must decide by January 1, 2024, whether or not the designation will continue in the 2023-24 school year, and if it continues, it is deemed to be a continuing designation.
- 4.4.5. For any current assistant or vice-principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2023, the School Division may extend the temporary contract for one (1) additional year and must decide by January 1, 2024, whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.

#### 4.5. Other Administrator Conditions

- 4.5.1. **Allocation and Appointment of Administration:** In a school where there are nine (9) or more teachers including the principal, the School Division shall designate one (1) teacher to be vice-principal, unless an alternative administrative designation is deemed to be more practical after consultation and agreement between the School Division and the principal of the school concerned.
- 4.5.2. **Vacation and Work Schedule:** Any teacher who is in receipt of an administrative allowance as provided in article 4 shall accept the responsibility for having their school units operational on the commencement day of each school term, semester, or other division of the school year.
- 4.5.2.1. Principals and vice-principals will receive one two hundredth (1/200) of the rate of their total salary for each workday, or one four hundredth (1/400) per half (1/2) day (less than three (3) hours), outside the operational calendar in which they are directed in writing by the School Division to be at work.
- 4.5.3. **Lieu Days:**
- Principals** shall receive two (2) days in lieu per operating year as recognition for time worked outside of the approved school calendar. These days are not subject to carry-over or payout.

**Vice-Principals** shall receive fifty per cent (50%) of the Principal Lieu Days entitled to the school principal. Lieu days will be provided based on the same eligibility and guidelines as for school principals.

**5. SUBSTITUTE TEACHERS**

**5.1. Rates of Pay**

5.1.1. *Substitute teachers shall be paid as follows:*

5.1.1.1. *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be \$200.00 plus six per cent (6%) vacation pay of \$12.00 for a total of \$212.00 and as follows:*

<i>Full Day</i>	\$212.00
A.M.	\$127.20
P.M.	\$106.00

5.1.1.2. *Effective June 10, 2022, 0.50% increase, the substitute teachers' daily rates of pay will be \$201.00 plus six per cent (6%) vacation pay of \$12.06 for a total of \$213.06 and as follows:*

<i>Full Day</i>	\$213.06
A.M.	\$127.84
P.M.	\$106.53

5.1.1.3. *Effective September 1, 2022, 1.25% increase, the substitute teachers' daily rates of pay will \$215.73 plus two per cent (2%) in lieu of benefits, \$4.31 for a total of \$220.04 and as follows:*

	Rate
<i>Full Day</i>	\$220.04
A.M.	\$132.02
P.M.	\$110.02

5.1.1.4. *Effective September 1, 2023, 2.00 % increase, the substitute teachers' daily rates of pay will be \$220.04 plus two per cent (2%) in lieu of benefits, \$4.40 for a total of \$224.44 and as follows:*

	Rate
<i>Full Day</i>	\$224.44
A.M.	\$134.66
P.M.	\$112.22

**5.2. Commencement of Grid Rate**

5.2.1. **Number of days to go on grid:** *When a substitute teacher has taught for more than four (4) days consecutively in one (1) position, the substitute shall be*

*placed on the salary grid in accordance with the substitute teacher's years of training and experience, such placement to be effective from the fifth (5) day of service in that position.*

- 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. **Booking of Substitutes:** When a substitute teacher is required for a period in excess of four (4) consecutive teaching days in the same teaching assignment, the same substitute teacher shall be retained unless unwilling to continue the assignment.
- 5.3.2. **Cancellation of Assignment:** Where a substitute teacher receives less than twelve (12) hours' notice for cancellation, they will be compensated with pay for the time that they were originally booked for.
- 5.3.3. **Travel Compensation to Colony and Rural Schools:** Where a substitute teacher lives more than fifty kilometers (50 km) from the school they will report to, and the substitute teacher travels more than one hundred kilometers (100 km) to report to the school and return home, the substitute teacher shall receive a ten per cent (10%) increase to the per diem rate to compensate for travel. This only applies to the first four (4) consecutive teaching days in the same teaching assignment unless otherwise determined solely by the School Division to continue. This provision does not apply to teachers under probationary, interim, temporary, or continuous contracts.
- 5.3.4. **Compensation for Occupational Health and Safety Training:** Substitute teachers will be compensated for Occupational Health and Safety training required by the School Division. The School Division will either provide training in full (1.0) day or half (1/2) day increments and provide compensation in full (1.0) day or half (1/2) day increments respectively or assign courses on a monthly basis and provide compensation in full (1.0) day or half (1/2) day increments once the hours of completed training equal six (6.0) or three (3.0) hours respectively and as reasonably determined.

## **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 Salaries**

- 6.2.1. *Provisions of this agreement in respect of salary shall be applicable to part-time teachers on a prorated basis, who shall receive only that portion of salary that the period of actual service in the year bears to a year of full-time service.*

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

- 6.3.1. *Provisions of this agreement in respect of benefit premiums as per clause 7.1.2 shall be applicable to part-time teachers on a prorated basis, who shall receive only that portion of benefit premiums that the period of actual service in the year bears to a year of full-time service.*

### **6.4. Part-time Teachers Schedules**

- 6.4.1. Unless mutually agreed, Part-time teacher schedules will be contiguous within the day, where operationally feasible.

## **7. GROUP BENEFITS**

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

- 7.1.1. *When enrolment and other requirements for group participation in various plans have been met, the School Division will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.*
- 7.1.2. *The School Division shall contribute toward the costs of the various premiums as follows:*
- 7.1.2.1. *Alberta School Employee Benefit Plan (ASEBP) Extended Disability Benefits, Plan D, Life Insurance, Plan 2 and Accidental Death and Dismemberment Insurance, Plan 2 – one hundred per cent (100%) of each teacher's monthly premium.*
  - 7.1.2.2. *ASEBP Extended Health Care Plan 1 – one hundred per cent (100%) of each teacher's monthly premium.*
  - 7.1.2.3. *ASEBP Dental Care Plan 3 – one hundred per cent (100%) of each teacher's monthly premium.*
  - 7.1.2.4. *Effective until August 31, 2022, Alberta Health Care Insurance – one hundred per cent (100%) of each teacher's monthly premiums.*
    - 7.1.2.4.1. *Effective September 1, 2022, all references to the Alberta Health Care Insurance / Premiums are removed from this collective agreement.*
  - 7.1.2.5. *ASEBP Vision Care Plan 3 – one hundred per cent (100%) of each teacher's monthly premium.*

### **7.2. Group Benefits Eligibility**

- 7.2.1. *Subject to the provisions of the master policies, all teachers appointed to the staff of the School Division after the signing of this collective agreement shall be required to enroll in the ASEBP Plans. All teachers enrolled in the plans on the signing date of this agreement shall continue to be enrolled in the plans. A*

*teacher may be exempted from participation in the Extended Health Care Plan, the Dental Plan, and the Vision Care Plan upon submitting proof of participation in these or similar plans through their spouse.*

- 7.2.2. *The School Division's contribution to health plan benefits will be paid when a teacher is absent from work for short term absences of less than thirty (30) calendar days, sick leave to a maximum of ninety (90) calendar days, and if the teacher is eligible for extended disability benefits with ASEBP to a maximum of two (2) years, and health-related maternity leave to a maximum of ninety (90) calendar days. For all other absences, the payment of the full cost of premium contributions will be the responsibility of the teacher.*

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

- 7.3.1. *The School Division will provide an HSA / WSA which adheres to Canada Revenue Agency (CRA) requirements, by making monthly contributions based on the FTE assignment for each Teacher covered by a probationary, temporary, or continuous contract covering a duration of five (5) months. The annual contribution by the School Division for a full-time teacher will be \$725.00. The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance. The School Division agrees that the HSA / WSA will be administered by the current carrier, which could change from time to time, and will be administered strictly within the terms of the collective agreement.*
- 7.3.2. *Individual teachers may elect annually to divide their HSA / WSA entitlement (\$725.00 or the prorated amount as per clause 6.3) between an HSA and WSA, in accordance with ASEBP and CRA guidelines.*

### **7.4. Other Group Benefits**

- 7.4.1. **Employment Insurance Premium Reduction:** Payments towards benefit plans by the School Division shall permit it to retain and not pass on to teachers, any rebates of premiums otherwise required under Canada Employment and Immigration Commission regulations.

## **8. CONDITIONS OF PRACTICE**

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

- 8.1.1. *Effective until August 31, 2022, teacher instructional time will be capped at nine hundred and seven (907) hours per school year.*
- 8.1.1. *Effective September 1, 2022, teacher instructional time will be capped at nine hundred and sixteen (916) hours per school year commencing the 2022-23 school year.*
- 8.1.2. *Teacher assignable time will be capped at twelve hundred (1,200) hours per school year.*

## **8.2. Assignable Time Definition**

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

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

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

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

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

### **8.3. Duty Free Lunch**

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

8.3.1. *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two (2) periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the School Division.*

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

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

### **8.4. Other Conditions of Practice**

8.4.1. Teachers shall be assigned duties for not more than 200 days in any school year.

### **8.5. New Teacher Orientation**

8.5.1. Teachers who attend new teacher orientation on days not otherwise identified on the operating calendar as operational days shall receive either: one two hundredth (1/200) of their annual salary for each day or a day in lieu. New teachers shall have their benefits commence on the first (1) day reporting for employment and where the teacher is present on the first (1) day of employment, and / or have made reasonable efforts to attend work on that day. Payment or provision of a lieu day shall be in one half (1/2) day or full day increments.

## **9. PROFESSIONAL DEVELOPMENT**

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

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

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

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

### **9.2. Sabbatical Leave**

9.2.1. *Sabbatical leave shall mean leave of absence granted by the School Division on application by the teacher for the following reasons:*

- 9.2.1.1. *Study approved by the School Division for improving the teacher's academic or professional education;*
- 9.2.1.2. *Travel or experience which has been approved by the School Division as being useful in improving the teacher's service.*
- 9.2.2. *To be eligible for sabbatical leave under clause 9.2.1.1 or 9.2.1.2, the teacher shall have served the School Division for five (5) years.*
- 9.2.3. *A teacher who is granted sabbatical leave shall give an undertaking in writing to return to their duties following expiration of the leave and shall not resign or retire from teaching service other than by mutual agreement between the School Division and the teacher for a period of at least two (2) years after resuming their duties.*
- 9.2.4. *A teacher granted sabbatical leave shall enter into an individual written agreement with the School Division as to the conditions under which the teacher shall return to the school system.*
- 9.2.5. *All applications for sabbatical leave shall be submitted to the School Division by March 1 preceding the school year in which sabbatical leave is commenced.*
- 9.2.6. *The School Division shall, after reviewing the applications for sabbatical leave, determine both the number and the persons to be granted such leave, after considering the seniority of each applicant and the interests of the school system.*
- 9.2.7. *A teacher who is granted sabbatical leave for the year shall receive a salary of fifty per cent (50%) of category 4, step 5 for that year. Payments shall be made in equal monthly installments on the last day of the month. The total allowance is that rate in effect at the time of granting the leave.*
- 9.2.8. *The School Division may grant a sabbatical leave for a period of less than one (1) year but greater than one (1) month. A teacher granted such leave shall receive an allowance prorated to the amount provided in clause 9.2.7 calculated in the ratio that the period of approved leave bears to one (1) year.*
- 9.2.9. *Upon resumption of duties, a teacher shall be returned to a position no less favorable than the one which the teacher enjoyed before the leave was taken.*

**9.3. Individual Teacher-Directed Professional Development Funds (Effective August 31, 2024)**

- 9.3.1. The School Division will create individual teacher-directed professional fund accounts for each teacher under contract. These accounts will be \$300.00 a year with the ability to roll forward any unused amount for three (3) years. This money can be used to pay for conference or course registration, resources, tuition, and accommodation, travel and meals associated with the professional development they are attending, providing such expenses are in alignment with the teacher's Professional Growth Plan.



## 10. SICK LEAVE

- 10.1. *In the first (1) year of service with the School Division, a teacher shall be entitled to sick leave as follows:*
  - 10.1.1. *An accumulation of the maximum statutory sick leave of twenty (20) days accumulated at two (2) days per month.*
  - 10.1.2. *Should sick leave exceed the number of days of sick leave entitlement, resulting in salary deduction, subsequent accumulated sick leave entitlement, to a maximum of twenty (20) days, in the same school year shall be applied and any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*
- 10.2. *During the second (2) and subsequent years of continuous service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness, or disability for ninety (90) calendar days.*
- 10.3. *A teacher who has more than one (1) year of continuous service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days. When a teacher has been on sick leave and wishes to return to work, the teacher may be required by the School Division to provide medical evidence, stating that the teacher is fit to perform their duties on a full-time continuous basis prior to return to work.*
- 10.4. *Provisions of the sick leave shall be suspended and the benefits of the ASEBP Extended Disability Benefits shall apply where a teacher is so eligible for these ASEBP benefits.*
- 10.5. *Where a teacher returns to work following a period of disability during which extended disability benefits are paid and, within six (6) months of returning to work the teacher ceases working because of the same disabling conditions or within one (1) month of returning to work the teacher ceases working because of a different disabling condition, the provisions of the ASEBP Extended Disability Benefits shall apply and not the provisions of the sick leave article.*
- 10.6. *Provisions of this article shall not be applicable when a teacher is on other special leaves, with or without pay, or while on strike.*
- 10.7. *When a teacher leaves the employ of the School Division, all accumulated sick leave shall be canceled.*

### **Medical Certificates and Reporting**

- 10.8. *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability, or sickness for a period of more than three (3) consecutive teaching days may be required to present medical certificates.*
- 10.9. *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability, or sickness for a period of three (3) teaching days or less may be required to present a signed statement giving the reason for such absence.*

## **11. MATERNITY, ADOPTION AND PARENTAL LEAVE**

### **11.1. Maternity Leave**

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

### **11.2. Parental Leave**

- 11.2.1. *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2. *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3. *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4. *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5. *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance*

*with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.*

- 11.2.6. *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one (1) teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one (1) parent of the child at the same time.*

### **11.3. Salary Payment and Benefit Premium Payment Health Related**

- 11.3.1. *The School Division shall top up Supplementary Employment Benefits (SEB) to one hundred per cent (100%) of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per article 10.*
- 11.3.2. *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per article 10.*
- 11.3.3. *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA / WSA amounts specified in article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The School Division shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The HSA / WSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA / WSA during this time.*

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

- 11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of a parental leave.*
- 11.4.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred per cent (100%) of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3. *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*

- 11.4.4. *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5. *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums and shall reimburse the School Division upon receipt of an invoice.*
- 11.4.6. *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3, the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

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

- 12.1. *In consultation with the principal and with two (2) weeks notice where possible, a teacher shall be granted two (2) days personal leave per school year, except where circumstances put such a leave in conflict with the interests of the school. In consultation with the superintendent and with two (2) weeks' notice where possible, a principal shall be granted two (2) days personal leave per school year, except where circumstances put such a leave in conflict with the interests of the school.*
- 12.2. *These days may be used to extend a holiday period or long weekend at the discretion of the teacher's or the principal's immediate supervisor.*
- 12.3. *For any teacher under contract for sixty (60) days or fewer in a school year, the provisions of article 12 do not apply.*
- 12.4. *Any teacher under contract for sixty-one (61) to one hundred and twenty-nine (129) days in a school year shall be granted two (2) half (1/2) day personal leaves per school year.*
- 12.5. *Each teacher shall be entitled to accumulate up to two (2) unused personal leave days per year, to a maximum of five (5) days which may be used in any one (1) school year.*
- 12.6. *Each teacher under contract for sixty-one (61) to one hundred and twenty-nine (129) days shall be entitled to accumulate up to two (2) unused half (1/2) day personal leaves per year, to a maximum of five (5) half (1/2) days, which may be used in any one (1) school year.*
- 12.7. *Non-cumulative personal leave days shall be accessed first.*
- 12.8. *No teacher or principal may utilize more than five (5) personal leave days under article 12 in any one (1) school year.*

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

*Effective until August 31, 2022*

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

*Effective September 1, 2022*

- 13.1. *The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this article by providing advance notice when possible and committing to making best efforts in resolving challenges.*
- 13.2. *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.3. *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per clause 13.1. Such leaves will not be unreasonably denied.*
- 13.4. *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the*

*collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.*

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

## **14. OTHER LEAVES**

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

### **14.1. Critical Illness or Death Leave**

- 14.1.1. *For not more than five (5) teaching days for each occurrence because of the critical illness or death of spouse, child, son-in-law or daughter-in-law, parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law, step-parents, step-children, or a relative who is a member of the teacher's household and up to one (1) teaching day to attend the funeral of aunts, uncles, nieces or nephews of the teacher or the teacher's spouse.*

### **14.2. Family Needs Leave**

- 14.2.1. *A family needs day may be taken with pay and benefits per school calendar year for the purpose of supporting a teacher's spouse, child, parent (or spouse's parent), or grandparent (or spouse's grandparent) when taking care of family obligations / needs where the assistance of the teacher is required.*
- 14.2.2. *Where a teacher has entitlement to accrue two (2) full-day personal leave in accordance with article 12, the teacher shall be granted two (2) days family needs leave of absence.*
- 14.2.3. *Where a teacher has entitlement to accrue two (2) half-day personal leave days in accordance with article 12, the teacher shall be granted one day (1) day family needs leave of absence.*
- 14.2.4. *Family needs leaves must be taken in half-day (0.5) increments.*
- 14.2.5. *These days are not subject to carry-over or payout.*

### **14.3. Travel**

*The following shall be provided as paid leave at full salary with no deduction made for the cost of a substitute:*

- 14.3.1. Because, despite reasonable effort, the teacher is unable to travel to their school from their usual place of residence because of:
- 14.3.1.1. inclement weather,
  - 14.3.1.2. impassable road conditions, or
  - 14.3.1.3. the failure of transportation facilities other than the teacher's own.
  - 14.3.1.4. Notwithstanding clause 14.3, a teacher will be entitled to the benefit of clause 14.3 only if the teacher's usual place of residence is within the jurisdiction of the School Division in which the teacher's school is located or if the teacher lives outside the jurisdiction of the School Division to a maximum of fifty (50) kilometres from the school in which the teacher teaches.

#### **14.4. Emergency, Convocation, Volunteer Leave**

- 14.4.1. Upon request, teachers will be provided one (1) paid day per school year, at the cost of a sub, to either attend to personal emergencies, their own or the teacher's child's, or spouse's post-secondary or high school convocation or to volunteer in the communities the School Division operates within.

#### **14.5. Birth or Adoption**

- 14.5.1. *Upon request, one (1) day of leave with pay may be used by the teacher to attend the birth of their child, and one (1) day with pay to attend to the release from hospital of the child, and one (1) day with pay to take custody of their legally adopted child.*

#### **14.6. Jury Duty or Subpoena**

- 14.6.1. *When a teacher is required to serve on a jury or is subpoenaed to appear in the courts as a witness, the School Division will continue to pay the teacher full salary provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses) received by the teacher from the courts is remitted to the School Division.*

#### **14.7. General Discretionary Leave**

- 14.7.1. Additional leaves of absence may be granted by the School Division without pay and without benefits, without pay and with benefits, with pay and without benefits, or with pay and with benefits, at the discretion of the School Division.

### **15. GRIEVANCE PROCEDURE**

*Subject to Letter of Understanding on Interim Grievance Procedure, current articles 15 and 16 from the 2018-20 Collective Agreement apply until date of ratification of local agreements.*

- 15.1. *This procedure applies to differences:*

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



*expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*

- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three- (3-) member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three- (3-) member arbitration board, and the nominees shall endeavour to select an independent Chair.*
  - 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator / arbitration board is final and binding on:*
  - 15.15.1. *the School Division and the Association; and,*
  - 15.15.2. *teachers covered by the collective agreement who are affected by the award.*
- 15.16. *TEBA Involvement in Grievance Proceedings***
  - 15.16.1. *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.*
  - 15.16.2. *At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the*

*provincial level, the Association may request that TEBA take over the grievance process from the School Division.*

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

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

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

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

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

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

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

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

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

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

### **15.18. Administration**

- 15.18.1. *All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays, and statutory holidays. For the purposes of this article, an “operational” day is an instructional or non-instructional day in the School Division’s school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.*
- 15.18.2. *In the event, at any stage of this procedure (except clause 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*
- 15.18.3. *The time limits in this article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.*
- 15.18.4. *At any point, the grievance may be resolved through terms mutually agreed upon by the parties. Any agreed to resolution is binding on the signatories to the resolution.*

### **16. EMPLOYMENT – TRANSFERS**

- 16.1. The School Division requesting a teacher to transfer to another school shall move the teacher or shall pay the teacher’s reasonable moving expenses necessarily incurred by the teacher due to such transfer, where such a transfer and expenses qualify under the CRA’s criteria for claiming the moving expense deduction in the year of the transfer.
- 16.2. Notwithstanding section 212 of the *Education Act*, no teacher who has been designated as principal or vice-principal shall be transferred to another school without the superintendent consulting with the principal or vice-principal prior to a decision being communicated. Where such a transfer is done, the principal or vice-principal will be paid the greater of the previous allowance or new allowance whichever is greater for three (3) years.
- 16.3. Where a transfer is done under clause 16.2:
  - 16.3.1. Such transfers must be within a sixty-five (65) kilometer radius of the currently assigned school, and
  - 16.3.2. The principal or vice-principal cannot be subsequently transferred until after three (3) years at the new school.
- 16.4. Principals and vice-principals may be returned to a teaching position at the same school instead of transfer and will be paid to the principal or vice-principal allowance as applicable, for one (1) year, subject to both the principal or vice-principal and School Division being in agreement. The principal or vice-principal may not be transferred for one (1) year.

**17. SIGNATURE PAGE**

**IN WITNESS THEREOF**, the parties hereto execute this agreement by affixing hereto the signatures of their proper officers on their behalf.

**ON THE BEHALF OF THE CLEARVIEW  
SCHOOL DIVISION**

**ON THE BEHALF OF THE ALBERTA  
TEACHERS' ASSOCIATION**

---

---

---

---

---

---

---

---

Associate Coordinator--Collective Bargaining  
Teacher Employment Services

## 18. LETTERS OF UNDERSTANDING—CENTRAL

### **LETTER OF UNDERSTANDING 1: ASSOCIATION AND TEBA JOINT COMMITTEE TO ASSIST TRANSITION FROM CENTRAL TO LOCAL BARGAINING**

#### 1. *Scope*

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

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

#### 2. *Structure*

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

#### 3. *Process*

- a) Where the Association, TEBA, or a School Division have a difference in interpretation of the central and local matters placement list, or where a mediator appointed to support local parties in local bargaining seeks clarification, the difference may be referred in writing to the Transition Committee through the joint Chairs.*
- b) The Transition Committee shall meet to determine the matter and will communicate their decision in writing to the parties of the collective agreement, and mediator where applicable.*
- c) In circumstances when the Transition Committee is unable to agree on a determination under article 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 Association and TEBA were actively engaged in central bargaining;

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

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

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

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

**THE PARTIES AGREE AS FOLLOWS:**

**EFFECTIVE DATES**

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

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

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

**TRANSITION OF EXISTING GRIEVANCES**

1. *For grievances filed under article 15 (Central Grievance Procedure) of 2018–20 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
  - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
  - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

2. *For grievances filed under article 16 (Local Grievance Procedure) of 2018-20 teacher collective agreements prior to February 1, 2022, the School Division and the Association will meet no later than March 31, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
  - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
  - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

## **INTERIM GRIEVANCE PROCEDURE**

- 15.1. *This procedure applies to differences:*
  - 15.1.1. *About the interpretation, application, operation, or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
  - 15.1.2. *Where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*
- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the superintendent or designate and the Associate Coordinator--Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the School Division, and shall contain the following:*
  - 15.4.1. *the name(s) of the parties aggrieved;*
  - 15.4.2. *a statement of facts giving rise to the grievance;*
  - 15.4.3. *the article(s) of the agreement that are alleged to have been violated; and,*
  - 15.4.4. *the remedy or correction being sought.*
- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator--Collective Bargaining, within fifteen (15) operational days.*

- 15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the School Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three- (3-) member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three- (3-) member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*



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

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

15.15.2. *teachers covered by the collective agreement who are affected by the award.*

#### **15.16. TEBA Involvement in Grievance Proceedings**

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

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

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

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

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

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

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

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

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

- 15.17.2. *The mediator shall be appointed by mutual agreement of the parties and the expenses of the mediator shall be equally borne by the parties. If the parties cannot reach agreement on a mediator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.17.3. *The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and / or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an arbitration board for resolution.*
- 15.17.4. *In the event the grievance cannot be resolved, the mediator may issue a report including a non-binding recommendation for settlement.*

**15.18. Administration**

- 15.18.1. *All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays, and statutory holidays. For the purposes of this article, an "operational" day is an instructional or non-instructional day in the School Division's school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.*
- 15.18.2. *In the event, at any stage of this procedure (except clause 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*
- 15.18.3. *The time limits in this article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.*
- 15.18.4. *At any point, the grievance may be resolved through terms mutually agreed upon by the parties. Any agreed to resolution is binding on the signatories to the resolution.*

**LETTER OF UNDERSTANDING 3:  
BILL 85 (EDUCATION STATUTES (STUDENTS FIRST) AMENDMENT ACT, 2021)**

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

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

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

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

**LETTER OF UNDERSTANDING 4:  
BILL 32 (RESTORING BALANCE IN ALBERTA'S WORKPLACES ACT)**

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

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

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

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

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

**LETTER OF UNDERSTANDING 5:  
BILL 15 (EDUCATION (REFORMING TEACHER PROFESSION DISCIPLINE)  
AMENDMENT ACT, 2022)**

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

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

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

*During the term of this agreement, if the proclamation of the above noted legislation results in additional costs for teachers or School Divisions, TEBA and the Association shall meet within sixty (60) days to discuss the appropriate apportionment of costs.*

**LETTER OF UNDERSTANDING 6:  
EXPEDITED ARBITRATION (12 MONTH-PILOT)**

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

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

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

**LETTER OF UNDERSTANDING 7:  
DUTY TO ACCOMMODATE**

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

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

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



**LETTER OF UNDERSTANDING 8:  
DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE**

**WHEREAS** TEBA and the Association agree that distributed education is increasingly important to the education system,

**AND WHEREAS** distributed education systems across the province continue to be different in design, structure, focus and operation;

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

**NOW THEREFORE THE PARTIES AGREE THAT:**

1. School Divisions and the Association may agree locally to establish pilot projects for distributed education conditions of practice during the term of the agreement. Such projects may include provisions related to:
  - a) The number of students, credits, courses, or subject areas a teacher may be assigned;
  - b) The amount of course design and development expected of a teacher;
  - c) Class composition and complexity in the distributed education environment;
  - d) The amount of non-instructional time that may be assigned to distributed education teachers;
  - e) Appropriate processes and considerations when students do not complete the attempted course; and,
  - f) Processes and timing for enrolling students in courses or programs.
2. Where collective agreements already include provisions related to distributed education environment, local pilot projects may temporarily modify existing central terms related to distributed education conditions of practice.
3. In any event (with or without mutual agreement to a pilot project), and where requested by the Association or an individual teacher, a School Division with a distributed education program shall establish a Distributed Education Collaboration Committee to facilitate ongoing conversations on the above noted elements of a distributed education program.

**LETTER OF UNDERSTANDING 9:  
EXPERIENCE FORM**

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

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

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

**TEACHING EXPERIENCE FORM**

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

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

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

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

**Teaching Experience**

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

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

**School Division Contact**

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

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

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

**APPENDIX A—Teaching Experience Provisions**

**3.4. Experience**

*Teachers shall:*

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

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

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

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

- 3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

*Prior Experience*

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.*
  - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*
  - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
  - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The School Division shall recognize prior teaching experience as if it were earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the School Division recognize experience earned with a previous school division shall provide to the School Division written confirmation from the previous school division certifying:*
  - a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
  - c) *The written confirmation is signed by an authorized officer of the previous school division.*
- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous school division.*
- 3.4.10. *Clauses 3.4.6 through 3.4.9 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

## **19. LETTERS OF UNDERSTANDING—LOCAL**

### **LETTER OF UNDERSTANDING 10: COLONY TEACHERS' CONDITIONS OF PRACTICE**

The Parties agree as a pilot program for the 2023-24 year for a committee of three (3) colony teachers and three (3) School Division representatives to meet twice to discuss issues specific for colony teachers and to report back to respective parties, ideally through the Teacher- Board Liaison Committee. Meetings will be planned for non-student days for colony schools that would otherwise be regular staff collaboration for colony teaching staff.

The results of the meetings will be shared with the ATA Local after June 2024 or as possible.

This letter of understanding expires June 30, 2024.

**LETTER OF UNDERSTANDING 11:  
SUBSTITUTE TEACHERS AND PROFESSIONAL LEARNING**

The Parties agree as a pilot program for the 2023-24 year to allow substitute teachers to attend (either in-person or electronically) at least one (1) School Division- wide professional development day where such a day is organized for the benefit of all regular teaching staff.

Where other professional development opportunities are offered for regular teaching staff at the division-level, the School Division will consider and at the School Division's sole discretion seek to offer available spaces to substitute teachers after regular teaching staff have had their first opportunity and there are available registration spaces to do so.

Substitutes will be paid the substitute rate of one (1) for full day or point five (0.5) for each half day they attend.

Survey data from the pilot project will be collected on the benefits and costs these learning opportunities have had and share the results of the data with the ATA local after June 2024.

This letter of understanding expires June 30, 2024.

**LETTER OF UNDERSTANDING 12:  
TEACHER-BOARD LIAISON COMMITTEE (TBLC)**

The purpose of the TBLC is to provide a permanent and ongoing mechanism for considering all matters of interest, communicating thereon the views of the respective parties, and making recommendations to the School Division regarding educational and instructional matters and the quality of work life of all professional staff.

- Agenda topics will be shared with the committee ahead of the meeting date.
- Minutes shared with all teachers in the School Division.
- Scheduled minimum three (3) times per school year.
- The TBLC is not intended to extend or be a substitute for collective bargaining. As such, the TBLC shall continue to meet during the collective bargaining open period, as appropriate.
- School Calendar: The school calendar will be a standing agenda item on the Fall TBLC meeting, providing the Local teacher representatives the opportunity to provide teachers' input on the development of the school calendar. Feedback will be provided by the School Division to the teachers on this topic by the second TBLC meeting.

**LETTER OF UNDERSTANDING 13:  
SUBSTITUTE BOOKING**

The School Division will continue to work to enhance the substitute bookings process with an addition of a preliminary report to the ATA local, completed by January 2024 and final report by June 2024.



**LETTER OF UNDERSTANDING 14:  
PAYROLL DEDUCTIONS FOR RRSPs**

The School Division will research the risks, costs and potential uptake related to Payroll Deductions for RRSPs. Report provided to the ATA local by June 1, 2024.