

# **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 ELK ISLAND CATHOLIC SEPARATE  
SCHOOL DIVISION**

**And**

**THE ALBERTA TEACHERS' ASSOCIATION**

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



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This collective agreement is made this \_\_\_\_ of \_\_\_\_\_ 2023 between The Elk Island Catholic Separate 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** as partners, the School Division and its teachers are committed to the development of quality educational opportunities for students in the context of Gospel values. The School Division and its teachers acknowledge that this commitment will best be realized when effective communications and a relationship based on mutual trust exist between the partners.

## 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 Superintendent

1.2.3. Director

1.2.4. Home Education Monitor

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 employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the 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. Working Conditions Committees**

- 1.11.1.1. Three (3) representatives from the Working Conditions Committee and three (3) representatives of the School Division shall consider all proposed changes in teachers' working conditions outside of this agreement. The superintendent shall attend as a resource person for both parties if requested by either party.
- 1.11.1.2. The teachers recognize that they have the professional obligation to resolve any issues through normal channels prior to presenting them to the committee as outlined in clause 1.11.1.1.

## **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.*
- 2.6.2.1. *The first meeting for collective bargaining will be used to establish the bargaining process. As a first preference, the School Division and the Association are committed to carry out the bargaining process in an interest-based approach.*
- 2.6.2.2. *In the course of bargaining, should one (1) of the parties decide to move from interest-based bargaining to traditional bargaining, that party shall notify the other party of this decision in writing. Within fifteen (15) days following notification, both parties shall convert unresolved issues to positions which shall be exchanged at the next scheduled meeting.*

## **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<sup>st</sup> and March 31<sup>st</sup>, 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<sup>th</sup> 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<sup>th</sup>;*

*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<sup>st</sup> and May 31<sup>st</sup>, 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<sup>th</sup> but no later than the last operational day in December:*

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

2.8.2.2. *Most recent School Division financial 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<sup>st</sup>.*

### 3. SALARY

#### 3.1. Salary Pay Date / Schedule

3.1.1. *One-twelfth (1/12<sup>th</sup>) of a teacher's annual salary shall be paid by direct deposit on the second last banking day of each month.*

#### 3.2. Grid

3.2.1. *The years of university education of a teacher and the years of teaching experience computed as hereinafter provided shall together determine the basic rate for each teacher employed by the School Division.*

3.2.2. *All salaries referred to herein, unless otherwise specifically stated, are payable to a teacher as provided in the Education Act.*

#### 3.2.3. Salary Schedule

3.2.3.1. *Effective until June 9, 2022*

<b>Years of Teacher Experience</b>	<b>Years of University Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 59,311	\$ 62,634	\$ 66,350
<b>1</b>	\$ 62,774	\$ 66,108	\$ 69,821
<b>2</b>	\$ 66,234	\$ 69,580	\$ 73,299
<b>3</b>	\$ 69,696	\$ 73,053	\$ 76,773
<b>4</b>	\$ 73,156	\$ 76,527	\$ 80,249
<b>5</b>	\$ 76,614	\$ 79,999	\$ 83,725



<b>Years of Teacher Experience</b>	<b>Years of University Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>6</b>	\$ 80,074	\$ 83,472	\$ 87,200
<b>7</b>	\$ 83,535	\$ 86,945	\$ 90,676
<b>8</b>	\$ 86,995	\$ 90,417	\$ 94,150
<b>9</b>	\$ 90,456	\$ 93,891	\$ 97,626
<b>10</b>	\$ 93,919	\$ 97,367	\$ 101,102

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

<b>Years of Teacher Experience</b>	<b>Years of University Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 59,608	\$ 62,947	\$ 66,682
<b>1</b>	\$ 63,088	\$ 66,439	\$ 70,170
<b>2</b>	\$ 66,565	\$ 69,928	\$ 73,665
<b>3</b>	\$ 70,044	\$ 73,418	\$ 77,157
<b>4</b>	\$ 73,522	\$ 76,910	\$ 80,650
<b>5</b>	\$ 76,997	\$ 80,399	\$ 84,144
<b>6</b>	\$ 80,474	\$ 83,889	\$ 87,636
<b>7</b>	\$ 83,953	\$ 87,380	\$ 91,129
<b>8</b>	\$ 87,430	\$ 90,869	\$ 94,621
<b>9</b>	\$ 90,908	\$ 94,360	\$ 98,114
<b>10</b>	\$ 94,389	\$ 97,854	\$ 101,608

*\*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 University Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 60,353	\$ 63,734	\$ 67,516
<b>1</b>	\$ 63,876	\$ 67,269	\$ 71,047
<b>2</b>	\$ 67,397	\$ 70,802	\$ 74,586
<b>3</b>	\$ 70,920	\$ 74,336	\$ 78,121
<b>4</b>	\$ 74,441	\$ 77,871	\$ 81,658
<b>5</b>	\$ 77,959	\$ 81,404	\$ 85,196
<b>6</b>	\$ 81,480	\$ 84,938	\$ 88,731
<b>7</b>	\$ 85,002	\$ 88,472	\$ 92,268
<b>8</b>	\$ 88,523	\$ 92,005	\$ 95,804

<b>Years of Teacher Experience</b>	<b>Years of University Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>9</b>	\$ 92,044	\$ 95,540	\$ 99,340
<b>10</b>	\$ 95,569	\$ 99,077	\$ 102,878

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

3.2.3.4. *Effective September 1, 2023, 2% increase.*

<b>Years of Teacher Experience</b>	<b>Years of University Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 61,560	\$ 65,009	\$ 68,866
<b>1</b>	\$ 65,155	\$ 68,614	\$ 72,468
<b>2</b>	\$ 68,745	\$ 72,218	\$ 76,078
<b>3</b>	\$ 72,338	\$ 75,823	\$ 79,683
<b>4</b>	\$ 75,930	\$ 79,428	\$ 83,291
<b>5</b>	\$ 79,518	\$ 83,032	\$ 86,900
<b>6</b>	\$ 83,110	\$ 86,637	\$ 90,506
<b>7</b>	\$ 86,702	\$ 90,241	\$ 94,113
<b>8</b>	\$ 90,293	\$ 93,845	\$ 97,720
<b>9</b>	\$ 93,885	\$ 97,451	\$ 101,327
<b>10</b>	\$ 97,480	\$ 101,059	\$ 104,936

*\*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<sup>st</sup>, and February 1<sup>st</sup>.*
- 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<sup>st</sup> and February 1<sup>st</sup>.*

*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 2018-2020 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 Consideration for Other Education and Experience [i.e., Vocational / Career and Technology Studies (CTS)]**

***Journeyperson and Red Seal Certification***

- 3.5.1. *The School Division shall recognize a teacher's Alberta Journeyperson Certificate or Red Seal certification where the teacher is required by the School Division to have technical trade qualifications.*
- 3.5.2. *Such recognition for teacher education purposes is limited to one further year beyond the teacher's current Teaching Qualifications Service (TQS) Evaluation, providing that this education has not been recognized as part of this TQS evaluation.*
- 3.5.3. *Such recognition for teacher education purposes will be continued for a period of one (1) year if the teacher, at the School Division's direction, no longer provides instruction in a course where there exists the requirement for the teacher to have qualifications as per clause 3.5.1.*
- 3.5.4. *Such recognition for teacher education purposes will no longer be recognized if the teacher, at their request, no longer provides instruction in a course where there exists the requirement for the teacher to have qualifications as per clause 3.5.1.*
- 3.5.5. *The School Division reserves the right to give special consideration for special qualification, service, or situation until a place is established in the agreement for same.*
- 3.5.6. *The Association may be notified in writing within twenty (20) working days of any consideration given under clause 3.5.5.*

**3.6. Other Rates of Pay**

**3.6.1. Service Outside the Operational Days**

- 3.6.1.1. A teacher who is required to render service during recognized holiday periods at the request and with written approval of the School Division, shall receive one two-hundredth (1/200<sup>th</sup>) of that teacher's annual salary for each day of work.

**3.6.2. Summer School Rates**

- 3.6.2.1. Staff teaching Summer School shall be paid one two-hundredth (1/200<sup>th</sup>) of their teaching salary for each day of summer school. allowances do not apply to the one two-hundredth (1/200<sup>th</sup>).
- 3.6.2.2. The individual designated as Principal of Summer School shall receive one two-hundredth (1/200<sup>th</sup>) of the basic principal allowance for each day of summer school as per the collective agreement.

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

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

4.1.1. The School Division may create or designate for teachers new positions not referred to or covered in this agreement. Salaries and / or additional allowances shall be arrived at by consultation with the Association.

**4.2. Administration Allowances**

**4.2.1. Principal Allowances**

4.2.1.1. *Principals assigned to the school to which they were assigned on September 1, 2017 shall be paid an annual Administrative allowance calculated as a base allowance plus per student rate for each student in excess of three hundred (300) students in that principal's school on September 30<sup>th</sup> of that school year. This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

4.2.1.1.1.

	Effective until June 9, 2022	Effective June 10, 2022 0.50% Increase	Effective September 1, 2022 1.25% Increase	Effective September 1, 2023 2.00% Increase
<b>Base Allowance</b>	\$ 23,434.04	\$ 23,551.21	\$ 23,845.60	\$ 24,322.51
<b>Per Student (Excess of 300 Students)</b>	\$ 20.16	\$ 20.26	\$ 20.51	\$ 20.92

4.2.1.2. **Principals** who are at a school other than that to which they were assigned on September 1, 2017, with a student population of eight hundred (800) students or less, will be paid an allowance of;

4.2.1.2.1. *Effective until June 9, 2022; twenty-five thousand, three hundred and seventy-two dollars (\$25,372.00).*

4.2.1.2.2. *Effective June 10, 2022, 0.50% increase; twenty-five thousand, four hundred, ninety-eight dollars and eighty-six cents (\$25,498.86).*

4.2.1.2.3. *Effective September 1, 2022, 1.25% increase; twenty-five thousand, eight hundred, seventeen dollars and sixty cents (\$25,817.60).*

4.2.1.2.4. *Effective September 1, 2023, 2% increase); twenty-six thousand, three hundred, thirty-three dollars and ninety-five cents (\$26,333.95).*

- 4.2.1.2.5. *This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- 4.2.1.3. **Principals** at a school with a population of eight hundred and one (801) students or more will be paid an allowance of;
- 4.2.1.3.1. *Effective until June 9, 2022; thirty-seven thousand, seven hundred and forty-two dollars (\$37,742.00).*
- 4.2.1.3.2. *Effective June 10, 2022, 0.50% increase; thirty-seven thousand, nine hundred, thirty dollars, and seventy-one cents (\$37,930.71).*
- 4.2.1.3.3. *Effective September 1, 2022, 1.25% increase; thirty-eight thousand, four hundred, four dollars, and eighty-four cents (\$38,404.84).*
- 4.2.1.3.4. *Effective September 1, 2023, 2% increase; thirty-nine thousand, one hundred, seventy-two dollars, and ninety-four cents (\$39,172.94).*
- 4.2.1.3.5. *This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- 4.2.1.4. The **principal** of the **St. Isidore Learning Centre** will be paid an annual allowance of;
- 4.2.1.4.1. *Effective until June 9, 2022; twenty-five thousand, three hundred and seventy-two dollars (\$25,372.00).*
- 4.2.1.4.2. *Effective June 10, 2022, 0.50% increase; twenty-five thousand, four hundred, ninety-eight dollars and eighty-six cents (\$25,498.86).*
- 4.2.1.4.3. *Effective September 1, 2022, 1.25% increase; twenty-five thousand, eight hundred, seventeen dollars and sixty cents (\$25,817.60).*
- 4.2.1.4.4. *Effective September 1, 2023, 2% increase; twenty-six thousand, three hundred, thirty-three dollars and ninety-five cents (\$26,333.95).*
- 4.2.1.5. *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.*
- 4.2.2. **Assistant Principal Allowances**
- 4.2.2.1. *Assistant principals assigned to the school to which they were assigned on September 1, 2017 shall be paid an annual allowance*

calculated as a base allowance plus per student rate for each student in excess of three hundred (300) students in that assistant principal's school on September 30<sup>th</sup> of that school year. This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

4.2.2.1.1.

	<b>Effective until June 9, 2022</b>	<b>Effective June 10, 2022 0.50% Increase</b>	<b>Effective September 1, 2022 1.25% Increase</b>	<b>Effective September 1, 2023 2.00% Increase</b>
<b>Base Allowance</b>	\$ 12,321.07	\$ 12,382.68	\$ 12,537.46	\$ 12,788.21
<b>Per Student (Excess of 300 Students)</b>	\$ 10.08	\$ 10.13	\$ 10.26	\$ 10.46

4.2.2.2. **Assistant principals** who are at a school other than that they were assigned on September 1, 2017, with a student population of eight hundred (800) students or less, will be paid an allowance of;

4.2.2.2.1. Effective until June 9, 2022; thirteen thousand, two hundred and eighty-six dollars (\$13,286.00).

4.2.2.2.2. Effective June 10, 2022, 0.50% increase; thirteen thousand, three hundred, fifty-two dollars and forty-three cents (\$13,352.43).

4.2.2.2.3. Effective September 1, 2022, 1.25% increase; thirteen thousand, five hundred, nineteen dollars and thirty-four cents (\$13,519.34).

4.2.2.2.4. Effective September 1, 2023, 2% increase; thirteen thousand, seven hundred, eighty-nine dollars and seventy-two cents (\$13,789.72).

4.2.2.2.5. This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

4.2.2.3. **Assistant principals** at a school with a population of eight hundred and one (801) students or more will be paid an allowance of;

4.2.2.3.1. Effective until June 9, 2022; nineteen thousand, four hundred and seventy-one dollars (\$19,471.00).

4.2.2.3.2. Effective June 10, 2022, 0.50% increase; nineteen thousand, five hundred, sixty-eight dollars and thirty-six cents (\$19,568.36).



- 4.2.2.3.3. *Effective September 1, 2022, 1.25% increase; nineteen thousand, eight hundred, twelve dollars and ninety-six cents (\$19,812.96).*
- 4.2.2.3.4. *Effective September 1, 2023, 2% increase; twenty thousand, two hundred, nine dollars and twenty-two cents (\$20,209.22).*
- 4.2.2.3.5. *This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- 4.2.2.4. **The *Assistant principal* of the *St. Isidore Learning Centre* will be paid an annual allowance;**
  - 4.2.2.4.1. *Effective until June 9, 2022; thirteen thousand, two hundred and eighty-six dollars (\$13,286.00).*
  - 4.2.2.4.2. *Effective June 10, 2022, 0.50% increase; thirteen thousand, three hundred, fifty-two dollars and forty-three cents (\$13,352.43).*
  - 4.2.2.4.3. *Effective September 1, 2022, 1.25% increase; thirteen thousand, five hundred, nineteen dollars and thirty-four cents (\$13,519.34).*
  - 4.2.2.4.4. *Effective September 1, 2023, 2% increase; thirteen thousand, seven hundred, eighty-nine dollars and seventy-two cents (\$13,789.72).*
- 4.2.2.5. *The minimum allowance for assistant principal will be adjusted in accordance with current proportionality to the principal allowance.*
- 4.2.3. **Consultant Allowances**
  - 4.2.3.1. *In addition to a teacher's grid placement, a teacher designated as a consultant shall receive an annual allowance of;*
    - 4.2.3.1.1. *Effective until June 9, 2022; eleven thousand, thirty-nine dollars and twenty-six cents (\$11,039.26), prorated based on FTE.*
    - 4.2.3.1.2. *Effective June 10, 2022, 0.50% increase; eleven thousand, ninety-four dollars and forty-six cents (\$11,094.46), prorated based on FTE.*
    - 4.2.3.1.3. *Effective September 1, 2022, 1.25% increase; eleven thousand, two hundred, thirty-three dollars and fourteen cents (\$11,233.14), prorated based on FTE.*

4.2.3.1.4. *Effective September 1, 2023, 2% increase; eleven thousand, four hundred and fifty-seven dollars and eighty cents (\$11,457.80), prorated based on FTE.*

4.2.3.2. *This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

#### **4.2.4. Coordinator Allowances**

4.2.4.1. *In addition to a teacher's grid placement, a teacher designated as a coordinator shall receive an annual allowance;*

4.2.4.1.1. *Effective until June 9, 2022, four thousand, six hundred, forty-two dollars and four cents (\$4,642.04).*

4.2.4.1.2. *Effective June 10, 2022, 0.50% increase; four thousand, six hundred, sixty-five dollars and twenty-five cents (\$4,665.25).*

4.2.4.1.3. *Effective September 1, 2022, 1.25% increase; four thousand, seven hundred, twenty-three dollars and fifty-seven cents (\$4,723.57).*

4.2.4.1.4. *Effective September 1, 2023, 2% increase; four thousand, eight hundred, eighteen dollars and four cents (\$4,818.04).*

4.2.4.2. *This allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

4.2.4.3. *Where coordinator roles are shared at a school site, both teachers shall be designated co-coordinators. All allowances as per clause 4.2.4.1 will be divided equally between the teachers.*

#### **4.2.5. Allowance Structure**

4.2.5.1. *All allowances, except for the principal allowance, shall be pro-rated based on total FTE.*

4.2.5.2. *Allowances shall only be paid for the period the teacher is in the position.*

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

4.3.1. In the case of an extended absence of a principal, the School Division may, by motion, designate a teacher as acting principal, who shall receive an administrative allowance according to clause 4.2.1 of the Collective Agreement for the period of the absence.

#### **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 2023-2024 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.4.5. *For any current assistant or vice principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2023, the 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. Lieu Days**

- 4.5.1.1. In recognition of the duties required to effectively open and close a school during the summer:
- 4.5.1.2. The School Division will ensure that principals and assistant principals will be granted three (3) paid leave day(s) per school year, at a time mutually agreeable to the principal and the

superintendent or designate. One (1) day shall be eligible for carry-over for one (1) year to a maximum of 4 (four) days. These days are not eligible for payout.

**4.5.2. Multiple Designations**

4.5.2.1. No individual holding multiple designations shall hold multiple allowances.

**4.5.3. Instructional Time for Administrators**

4.5.3.1. *A coordinator shall be required to provide class instruction or class supervision to a maximum of seventy-five per cent (75%) of the total instructional time for a student at that school in that school year.*

4.5.3.2. *Notwithstanding the above, if the program of the school requires it, a coordinator may agree to provide instruction beyond this maximum.*

4.5.3.3. *A co-coordinator shall be required to provide class instruction or class supervision to a maximum of eighty-one and one-quarter per cent (81.25%) of the total instructional time for a student at that school in that school year.*

4.5.3.4. *Notwithstanding the above, if the program of the school requires it, a co-coordinator may agree to provide instruction beyond this maximum.*

**5. SUBSTITUTE TEACHERS**

**5.1. Rates of Pay**

5.1.1. *A substitute teacher is a teacher who teaches full or part-time in place of a teacher who is under contract by the School Division.*

**5.1.2. Full Day Rate**

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

5.1.2.2. *Effective June 10, 2022, 0.50% increase; the substitute teachers' daily rates of pay will be two hundred and one dollars (\$201.00) plus six per cent (6%) vacation pay of twelve dollars and six cents (\$12.06) for a total of two hundred thirteen dollars and six cents (\$213.06).*

5.1.2.3. *Effective September 1, 2022, 1.25% increase), the substitute teachers' daily rates of pay will be two hundred, fifteen dollars and seventy-two cents (\$215.72) plus two per cent (2%) in lieu of*

*benefits, four dollars and thirty-one cents (\$4.31) for a total of two hundred twenty dollars and four cents (\$220.04).*

5.1.2.4. *Effective September 1, 2023, 2% increase, the substitute teachers' daily rates of pay will be two hundred twenty dollars and four cents (\$220.04) plus two per cent (2%) in lieu of benefits, four dollars and forty cents (\$4.40) for a total of two hundred and twenty-four dollars and forty-four cents (\$224.44).*

5.1.3. *For one-half (1/2) day of substitution, a substitute teacher shall receive a salary equal to sixty per cent (60%) of the salary for a full day of substitution.*

5.1.4. *For a full day of substitution at two (2) different locations on the same day, a substitute teacher shall receive a salary equal to one hundred and ten per cent (110%) of the salary for a full day of substitution.*

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

5.2.1. **Number of days to go on grid:** *When a period of teaching service in any one (1) substitution assignment exceeds two (2) consecutive teaching days, the teacher's salary shall be calculated in accordance with that teacher's years of training and experience. Such placement shall be made from the third (3rd) day of service in that position. No substitute teacher shall be paid less than the daily rate.*

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

## **5.3. Other Substitute Teacher Conditions**

5.3.1. In the event a substitute teacher's assignment is cancelled by the School Division and notice of such cancellation is not transmitted to the substitute teacher twelve (12) hours prior to the beginning of the assignment, the substitute teacher will be employed for, or paid for, a half day of service.

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

5.3.3. Substitutes who reside within the boundaries of Strathcona County, Fort Saskatchewan, Sturgeon County, or the City of Edmonton working as a substitute teacher in communities of Vegreville or Camrose shall receive an expense reimbursement of thirty dollars (\$30.00) when receiving the daily substitute rate as per clauses 5.1.2 through 5.1.5 for up to a maximum of five (5) days per assignment.

5.3.4. Any substitute teacher having worked fifty (50) or more days in the current school year and having attended a full-day school or division professional

development day in the current year shall receive one full day of substitute teacher salary as per clause 5.1.2.

#### 5.3.5 **Assigned Duties of Teacher Replacing**

Substitute teachers shall not be given supervision duties prior to the start time of the teaching assignment.

#### 5.4. **Injury on the Job**

A substitute teacher who suffers a physical injury on the job while teaching in the School Division, must report the incident immediately to school administration. An incident report must be put in Public School Works before the conclusion of the assigned shift at the school where it occurred. If a substitute teacher is unable to work previously scheduled days immediately following the incident, the School Division will cover the per-diem for a maximum three (3) days.

A physician note may be requested to support the injury.

Payments made by the School Division in a work-related injury shall be made on a without prejudice basis without any liability to the School Division.

### 6. **PART TIME TEACHERS**

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

6.1.1. *For the purpose of this agreement, a full-time teacher shall be deemed to have taught pupils upon all days authorized in Section 205(1) of the current Education Act. A regular part-time teacher, whose assignment is zero point four (0.4) FTE or greater, shall have the same entitlements as full-time teachers, subject to the conditions set out in clause 6.2.*

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

6.2.1. *A part-time teacher shall be paid an annual salary equal to the salary the teacher would have received had the teacher been employed on a full-time basis multiplied by the factor  $x / y$  where  $x$  is the time the teacher instructs or supervises classes during the school year and  $y$  is:*

6.2.1.1. *Ninety-three per cent (93.3%) of the total instructional time for kindergarten (ECS) to grade nine (9) in that school year at the school to which that teacher is assigned and*

6.2.1.2. *Eighty-seven point five per cent (87.5%) of the total instructional time for grades ten (10) to twelve (12) in that school year at the school to which that teacher is assigned.*

## **7. GROUP BENEFITS**

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

- 7.1.1. *The School Division shall pay one hundred per cent (100%) of the premium of the Alberta School Employee Benefit Plan (ASEBP), Extended Health Care, Plan 1.*
- 7.1.2. *The School Division shall pay one hundred per cent (100%) of the premium for the ASEBP, Life Insurance and Accidental Death and Dismemberment, Plan 2.*
- 7.1.3. *The School Division shall pay one hundred per cent (100%) of the premium for the ASEBP, Extended Disability Benefits, Plan D.*
- 7.1.4. *The School Division shall pay one hundred per cent (100%) of the premium for the ASEBP, Dental Care, Plan 3.*
- 7.1.5. *The School Division shall pay one hundred per cent (100%) of the premium for the ASEBP, Vision Care, Plan 3.*

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

- 7.2.1. *Coverage under the plans in clauses 7.1.1, 7.1.4 and 7.1.5 shall be optional.*

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

- 7.3.1. *The School Division will contribute annually, seven hundred and fifty dollars (\$750.00) for each eligible teacher who works zero point four (0.40) FTE or greater, to an HSA / WSA that adheres to Canada Revenue Agency (CRA) requirements. On an annual basis, each eligible teacher will have the option to allocate all or a portion of their annual HSA credit to a WSA. Eligible teachers shall be on a continuing or probationary contract, or a temporary contract of at least five (5) months duration. 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.*

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

#### **7.4.1. Employment Insurance Premium Reduction**

- 7.4.2. *The rebate by Revenue Canada relative to Employment Insurance will be refunded to the School Division and such funds shall be applied to the School Division's share of employee benefit costs.*

## **8. CONDITIONS OF PRACTICE**

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

- 8.1.1. *Effective until August 31, 2022, a teacher may be assigned class instruction and class supervision duties up to ninety-three point three per cent (93.3%) for kindergarten (ECS) to grade nine (9) and eighty-seven point five per cent*

*(87.5%) for grades ten (10) to twelve (12) of the total instructional time for a student in a school year as stipulated by Alberta Education.*

- 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 2022-2023 school year.*
- 8.1.2. Teacher assignable time will be capped at twelve hundred (1200) hours per school year.*

## **8.2. Assignable Time Definition**

- 8.2.1. Assigned Time is defined as the amount of time that School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:
  - a) Operational days (including teachers' convention);*
  - b) Instruction;*
  - c) Supervision, including before and after classes, transition time between classes, recesses, and lunch breaks;*
  - d) Parent teacher interviews and meetings;*
  - e) School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3*
  - f) Staff meetings*
  - g) Time assigned before and at the end of the school day; and,*
  - h) Other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.**
- 8.2.2. Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*
- 8.2.3. Time spent traveling to and from professional development opportunities identified in 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) kilometers 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. Learning Environments**

*8.4.1.1. The School Division has been and continues to be committed to providing the best possible learning environment for its students. The School Division and its teachers acknowledge and recognize that the following factors have significant impacts on the learning environments in schools:*

*8.4.1.1.1. School-based decision-making;*

*8.4.1.1.2. The numbers of students teachers must teach and their individual learning needs;*

*8.4.1.1.3. Classroom and other resources, both staff and materials; and*

*8.4.1.1.4. Time required to fulfill teaching and voluntary tasks.*

*8.4.1.2. Given that long term educational goals are critical to the School Division and its teachers, wherever and whenever feasible, the School Division will use whatever resources it has available to promote excellence in education.*

### **8.5. School Calendar**

*8.5.1. Unless otherwise stated, all salaries and allowances in this agreement are based on the regular school year. A regular school year is the period from the*

established opening date sometime after August 1<sup>st</sup> and closing not more than two hundred (200) teaching days after that opening date.

8.5.2. The school opening date will be chosen to allow:

8.5.2.1. Teachers to complete summer school programs, and

8.5.2.2. For the lengths of the semesters to be approximately equal.

## **9. PROFESSIONAL DEVELOPMENT**

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

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

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

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

### **9.2. *Professional Development Leave***

9.2.1. The School Division may reimburse teachers the cost of tuition fees for courses provided the courses are:

9.2.1.1. Approved by the superintendent, or designate, as pertinent to that teacher's role in the system, and

9.2.1.2. Successfully completed.

9.2.2. The School Division will contribute an annual amount towards the payment of university course reimbursement calculated by the total number of FTE teachers employed by the School Division on September 1<sup>st</sup> of each year multiplied by one hundred and fifty dollars (\$150.00). If the total amount of tuition claimed exceeds the annual allocation, payment will be reimbursed on a pro-rata basis. Course payment will be paid at a rate of up to seven hundred dollars (\$700.00) per half course (three (3) credit course). Any unused allocation from a single year will be carried forward to the next year to a maximum of double the allocation for that year.

9.2.3. If a teacher leaves the employ of the School Division after less than one (1) year of service after completing a course for which that teacher has received a tuition fee reimbursement:

9.2.3.1. Exceeding five hundred dollars (\$500.00) but less than one thousand dollars (\$1,000.00), the School Division may request

repayment of the reimbursement and deduct the repayment from the teacher's last pay cheque,

9.2.3.2. Of one thousand dollars (\$1,000.00), or greater, the School Division may request repayment of the reimbursement by six (6) equal monthly installments.

9.3. Administrative Procedure 412, Deferred Salary Leave Plan, will only be modified after consultation with the Local.

## **10. SICK LEAVE**

10.1. *Sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of illness, injury, or disability of the teacher.*

10.2. *A teacher on a probationary or continuing contract who is in the second (2<sup>nd</sup>) year of continuous service with the School Division, shall have available sick leave entitlement, with pay and benefits, of ninety (90) consecutive calendar days. This period shall serve as the elimination period for the Extended Disability Benefits (EDB) plan.*

10.3. *A teacher who has been absent on sick leave or disability and returns to the entirety of the same full-time equivalency shall have the ninety (90) calendar days of sick leave entitlement reinstated.*

10.4. *A teacher on contract not covered by clause 10.2 shall have available sick leave entitlement, with pay and benefits, of twenty (20) teaching days accrued at a rate of two (2) days per month pro-rated to their FTE. A teacher in the second (2<sup>nd</sup>) and subsequent year of employment with the School Division not covered by clause 10.2 shall be entitled to carry forward the unused portion of the sick leave from the previous year.*

10.5. *If a teacher is absent from school duties to obtain necessary medical or dental treatment or because of illness, injury or disability for a period or periods exceeding the teacher's sick leave credits, the teacher shall be paid the teacher's salary to the extent of the sick leave which stands to the teacher's credit and the teacher's sick leave shall then be reduced accordingly.*

10.6. *In the event that a teacher is absent on sick leave, the teacher will provide:*

10.6.1. *When requested by the School Division, prior to return from sick leave, a certificate signed by a qualified medical or dental practitioner where the absence is three (3) consecutive teaching days or more.*

10.6.2. *A further medical certificate, if requested by the School Division, when the leave extends for a period of more than thirty (30) consecutive calendar days.*

### **10.7. Return to Work**

10.7.1. *In the event that a teacher who qualifies for sick leave is absent for more than ten (10) consecutive teaching days, the School Division may require the teacher to provide the School Division's Physician's Medical Statement certifying fitness to return to work before the teacher is allowed to return to*

*normal teaching duties. The cost, if any, for this certificate of fitness shall be borne by the School Division.*

- 10.8 *A teacher who may meet the qualifying requirements for EDB shall apply for such benefits at the teacher's earliest opportunity and shall not be entitled to additional sick leave benefits after ninety (90) consecutive calendar days.*
- 10.9 *Teachers on EDB shall have benefit premiums paid by the School Division as specified in this agreement.*
- 10.10 *Where a teacher is eligible to receive EDB and where the teacher has insufficient sick leave to cover the period of time that the teacher must wait prior to receiving benefits under the EDB plan, and where the teacher does not qualify for benefits under the Employment Insurance legislation, the School Division shall provide a payment equivalent to the payment the teacher would have received had the teacher been eligible for Employment Insurance coverage, to a maximum of ninety (90) calendar days less the number of days accumulated under clause 10.4.*
- 10.11 *In the case of a teacher returning from Extended Disability leave, should the teacher suffer from a recurrence of the same disabling condition, the relevant provisions of ASEBP will apply. Once approved, the Extended Disability Benefit shall be effective the first (1<sup>st</sup>) day of absence due to the recurrence.*
- 10.12 *During periods of unpaid leaves of absence, a teacher shall not be entitled to accumulate or apply sick leave except as provided in clauses 11.1 and 11.2 (depending on the effective date of the leave). The teacher shall retain the number of days of accumulated sick leave at the date of the leave commencement.*
- 10.13 *A teacher who, as of the date of signing of this agreement by both parties, is on sick leave, may remain on sick leave up to the maximum of the teacher's current entitlement. At the conclusion of that period of sick leave, the provisions of this agreement will apply.*
- 10.14 *A teacher who becomes eligible for receipt of disability benefits as provided in the ASEBP, will not be entitled to receive sick pay benefits as provided elsewhere in this collective agreement.*

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

### **11.1. Maternity Leave**

- 11.1.1. *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2. *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3. *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written*

*statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*

- 11.1.4. *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School Division no less than four (4) weeks' notice, in writing, of the intended date of return.*
- 11.1.5. *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

## **11.2. Parental Leave**

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

## **11.3. Salary Payment and Benefit Premium Payment (Set Supplementary Employment Benefits (SEB) Plan)**

- 11.3.1. *At the commencement of maternity leave, the teacher shall be eligible for one (1) of the following options:*
- 11.3.2. *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick*

*leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*

*11.3.3. If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*

*a) The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.*

*b) The School Division shall implement a SEB plan which shall provide teachers on maternity leave with one hundred per cent (100%) of their salary during fifteen (15) weeks of 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 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.*
- 11.461. *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. *Subject to operational requirements as determined by the superintendent or designate, a teacher may access temporary leave of absence of up to two (2) operational days per school year without cost to the teacher. Teachers shall be entitled to carry-over up to two (2) unused days over to the next school year.*
- 12.2. *Subject to operational requirements as determined by the superintendent or designate, a teacher may access temporary leave of absence of up to one (1) operational day per school year at one hundred per cent (100%) of the cost of a substitute teacher if one is required. This day cannot be taken on a Professional Development, Teacher Convention or Faith Day.*
- 12.3. *No more than two (2) operational days in clauses 12.1 and / or 12.2 shall be taken consecutively.*
- 12.4. *No more than one (1) operational day in clauses 12.1 and / or 12.2 shall be used to extend Fall Break, Christmas Break, Spring Break or Summer Break unless approved by the superintendent or designate.*

### **12.5. Extended Personal Leave**

- 12.5.1. *The School Division may grant a teacher a full time or part time personal leave of absence without pay or benefits for a period of up to one (1) year. The period of the leave will not be included in any calculation of experience increments.*
- 12.5.2. *The School Division will endeavour to place the returning teacher into a position that most nearly equates with the position formerly occupied by the teacher, commensurate with training and experience. A teacher on leave will not have any advantage or disadvantage in the event of staff reduction or program change.*
- 12.5.3. *A teacher who is granted leave under clause 12.5.1 shall retain sick leave entitlement.*
- 12.5.4. *During a personal leave of absence without pay, the School Division will make available and administer the normal benefit coverage, one hundred per cent (100%) of the premiums to be paid by the teacher.*

### 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.*
  - 13.3.1. *A teacher including any member named within the scope of the collective agreement who is elected president of Association Local No. 21 shall be granted up to zero point two-five (0.25) FTE release time for one (1) year and the Local shall reimburse this cost to the School Division in accordance with clause 13.4*
- 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 behalf while on secondment under this clause.*

*Effective September 1, 2022*

- 13.1. *The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this article by providing advance notice when possible and committing to making best efforts in resolving challenges.*
- 13.2. *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*



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

## **14. OTHER LEAVES**

### **14.1. Compassionate Leave**

- 14.1.1. *In the event of death or serious illness of a member of a teacher's or a teacher's spouse's family, the teacher shall be allowed leave with pay and benefits for a maximum of five (5) operational days. The School Division recognizes that there may be circumstances where the above provisions may be extended, at full salary and benefits, and may do so at its sole discretion.*
- 14.1.2. *The family is regarded to be spouse, child, parent, grandparent, brother, sister, uncle, aunt, grandchild, and legal dependent. The teacher's spouse's family is regarded to be spouse's child, parent, grandparent, brother, sister, uncle, aunt, grandchild and legal dependent.*
- 14.1.3. *The School Division may grant compassionate leave, with or without pay, in circumstances not covered by the foregoing.*

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

- 14.2.1. *A teacher may use up to four (4) days per school year with pay and benefits for the purpose of supporting the medical, legal, or business needs of their child, spouse, or parent, where the assistance of the teacher is required.*

### **14.3. Parental and Adoptive Leave**

- 14.3.1. *A parent who did not birth the child shall be granted five (5) days paternal leave with pay and benefits for the birth of their child in the time surrounding the birth. If more time is required for medical purposes, the teacher may access family medical leave through clause 14.2.*

- 14.3.2. *Five (5) days leave with pay and benefits shall be granted to a teacher on the occasion of the adoption of a child in the time surrounding the birth or taking custody of a child.*

#### **14.4. Study Leave**

- 14.4.1. *Upon application to and permission from the School Division and pursuant to the operational needs of the School and the School Division, a temporary leave of absence may be granted during a school year for study purposes to advance the academic or professional standing of a teacher. Such study leave shall be for a maximum of five (5) operational days. A teacher granted such leave of absence shall have salary deducted to cover no more than the cost of a substitute teacher as required.*

#### **14.5. Convocation / Graduation Leave**

- 14.5.1. A teacher may use up to one (1) operational day with pay and benefits to attend the convocation at a post-secondary institution or one half (0.5) day with pay and benefits to attend the high school graduation, at which the teacher, their child or their spouse is receiving a degree or diploma.

#### **14.6. Legal Proceeding Leave**

- 14.6.1. *A leave of absence without loss of salary and benefits shall be granted:*

14.6.1.1. *For jury duty or any summons related thereto, or*

14.6.1.2. *To answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witness.*

- 14.6.2. *The teacher shall remit any witness fee or jury stipend (excluding allowances and / or expenses) set by the Court or other body.*

#### **14.7. Secondment / Interchange**

- 14.7.1. Teachers seconded from or within the School Division shall be entitled to an experience increment for each year of secondment, be considered a full member of the School Division and local Association, receive salary, and benefits normally afforded any teacher of similar experience and position, and return to a position no less favourable than the position held prior to the secondment. Notwithstanding any of the foregoing, a teacher on secondment must comply with Section 76(5) of the Labour Relations Code as it applies to a strike vote.

### **15. GRIEVANCE PROCEDURE**

*Subject to Letter of Understanding on Interim Grievance Procedure, current clauses 15 and 16 from the 2018-2020 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 (2nd) 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**

### **16.1. Information and Files**

- 16.1.1. All new employees to the teaching staff shall submit documents required for employee records purposes to human resource services within thirty (30) days of commencing employment or in accordance with the stipulated timelines as set by the agencies that provide the documentation.
- 16.1.2. The teachers recognize the right of the School Division to formulate policy; in return, the School Division recognizes the right of the teachers to be consulted.

### **16.2. Transfers**

- 16.2.1. Appointments shall be made to the teaching staff and not to any particular school. The teacher shall be subject to assignment or transfer as the superintendent may deem advisable in the interests of the School Division within the limitations of Section 212 of the *Education Act*.
- 16.2.2. **Involuntary Transfers**
- 16.2.2.1. The School Division shall endeavour to minimize involuntary teacher transfers from a Sherwood Park or the Fort Saskatchewan School to a Camrose or Vegreville school, or vice-versa. The School Division shall endeavour to minimize involuntary teacher transfers from a Camrose school to a Vegreville school or vice-versa.
- 16.2.2.2. In the event that such a transfer occurs, the School Division shall pay the teacher either:

- 16.2.2.2.1. A reasonable daily travel allowance paid in each of the first two (2) school years that a teacher works in this assignment. In the event that the assignment exceeds two (2) years, the teacher may request an extension of this daily travel allowance.
- 16.2.2.2.2. Reasonable moving expenses to the community to which the teacher was involuntarily transferred.
- 16.2.2.3. It is understood that a teacher is eligible to apply for and be considered for other teaching positions at any time following notification of the transfer.

**16.2.3. Administrative Transfers**

- 16.2.3.1. Any principal or assistant principal who is required by the School Division to transfer from the principal's or assistant principal's current school to any other school(s) or who sees a reduction in their administrative allowance due to reconfiguration, shall receive, over the subsequent three (3) years and beginning on the date the transfer takes effect, an allowance which shall be the greater of:
  - 16.2.3.1.1. The allowance payable at the other school(s) as computed according to clause 4.2.1, or,
  - 16.2.3.1.2. The allowance that would have been payable at the current school during the first (1<sup>st</sup>) year of the transfer.
- 16.2.3.2. Any principal or assistant principal with a minimum of ten (10) years' service with the School Division and a pension index of seventy-five (75) or more, who is required by the School Division to transfer to any other school or who sees a reduction in their administrative allowance due to reconfiguration, shall receive over the next five (5) years and beginning on the date the transfer / reconfiguration takes effect, the greater of:
  - 16.2.3.2.1. The allowance payable at the new school as computed according to clause 4.2.1, or,
  - 16.2.3.2.2. The allowance that would have been payable at the previous school, or
  - 16.2.3.2.3. The allowance payable for either school in any year of the five (5) year period and payable in that year and for the remaining portion of the five (5) year term.
- 16.2.3.3. Should an additional transfer occur during the three-year period as per clause 16.2.3.1 or five (5) year period as per clause 16.2.3.2, the provision of a) will apply to any new school but does not extend the three (3) or five (5) year period from the date of the original transfer.

16.2.3.2. Clauses 16.2.3.1 and 16.2.3.2 can only be accessed once by any member.

### 16.3. Subrogation

#### 16.3.1.

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

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

- a) The teacher shall advise the School Division in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the School Division incurring a cost of absence;
- b) The teacher shall upon request by the School Division include the cost of absence, as calculated by the School Division, in the teacher's claim;
- c) The School Division shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
- d) The teacher agrees to cooperate with the School Division and to provide, at the School Division's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;



- e) The teacher will not settle their claim without the prior written consent of the School Division as to the amount of the cost of absence to be recovered by the School Division;
  - f) Upon resolution of the amount of the cost of absence payable to the School Division, the School Division may, upon default of payment by the teacher following demand by the School Division offset the agreed upon amount of the cost of absence payable to the teacher by the School Division;
  - g) The teacher shall not release any third party from the cost of absence without the consent of the School Division; and
  - h) The School Division's consent to settlement shall not be unreasonably withheld.
- 16.3.3. When as a result of judgement or settlement with the consent of the School Division, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the School Division plus interest.
- 16.3.4. When as a result of a judgement or settlement with the consent of the School Division, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the School Division, the amount of the cost of absence recovered plus interest.
- 16.3.5. The teacher will upon request by the School Division execute such documents and agreements as may be required or deemed desirable by the School Division to give effect to the provisions of this clause 17.3.
- 16.3.6. In exercising any of its rights under clause 17.3, the School Division shall have due regard for the interests of the teacher.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the School Division and the Association have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ON THE BEHALF OF:**

**The Elk Island Catholic Separate School  
Division**

**The Alberta Teachers' Association**

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Bargaining Chair

\_\_\_\_\_  
Secretary Treasurer

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Sean D Brown  
Associate Coordinator, Collective Bargaining

## 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 clause 1(a) of this Letter of Understanding, the Association and / or TEBA may refer the matter to the Trial Expedited Arbitration Process.*

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

*Signed by the parties on October 11, 2018.*

**LETTER OF UNDERSTANDING 2:  
RE: INTERIM GRIEVANCE PROCEDURE**

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

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

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

**AND WHEREAS** the parties agree to discuss the potential for transitioning applicable grievances filed prior to February 1, 2022, over to the new grievance procedure as an interim procedure through this 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 2018–2020 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
  - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
  - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

2. *For grievances filed under Article 16 (Local Grievance Procedure) of 2018-2020 teacher collective agreements prior to February 1, 2022, the 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 Article 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 member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*

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

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

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

15.16. *TEBA Involvement in Grievance Proceedings*

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

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

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

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

15.16.2.3. *Within five (5) operational days of the meeting set out in 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 (1) day and require an agreed upon Statement of Facts.*
2. *As an alternative to the arbitration process set out in Article 15, two (2) days at the end of each October, March, and June shall be held for Expedited Arbitrations in accordance with this Article. No more than two (2) cases shall be heard on any single (1) day, with a maximum of four (4) cases over the course of two (2) days.*
3. *The Association, TEBA, and School Divisions with grievance(s) that may be suited for an Expedited Arbitration, shall meet during the first week of each of September, February, and May. During each of these "Pre-Expedited Arbitration Meetings," the Parties will propose grievances for referral to Expedited Arbitration. Where there is mutual agreement between the parties to the grievance to advance to Expedited Arbitration, the hearing will take place at the end of the following month. Where there are no grievances slated for the held dates, they will be cancelled in order to mitigate cancellation costs, with the cancellation costs shared equally by the Association and TEBA.*
4. *There is no limitation on the parties to a grievance from mutually agreeing to proceed to Expedited Arbitration outside of the Pre-Expedited Arbitration Meetings in 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 Alberta Teachers' Association (See Appendix A); and,*
- *To ensure the consistent application of Article 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 Article 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<sup>st</sup> and February 1<sup>st</sup>.*

*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.*

## **LETTERS OF UNDERSTANDING: LOCAL**

### **LETTER OF UNDERSTANDING 10: PROFESSIONAL DEVELOPMENT AND NON-INSTRUCTIONAL DAYS**

The parties agree to form a committee to:

- review professional development with guiding principles of teacher autonomy, efficacy of professional development and equity amongst all teachers.
- review provisions of time for teachers during non-instructional days to complete School Division-mandated teacher work.

This committee shall be composed of at three (3) members appointed by the Local and three (3) members appointed by the School Division. The first meeting of the committee will be held before December 18, 2023. The committee will prepare a report by June 29, 2024, to inform bargaining and address issues mentioned above.

**LETTER OF UNDERSTANDING 11:  
PROPERTY PROTECTION**

Whereas a result of maintaining order and discipline among students, a teacher who suffers damage to personal property may claim a reasonable reimbursement for financial loss. The School Division may determine the amount of reimbursement to a maximum of five hundred dollars (\$500.00) per teacher upon receipt of proof of loss.

**LETTER OF UNDERSTANDING 12:  
CENTRAL FUNDING OF LEAVES COMMITTEE**

A committee shall be established for the purpose of discussing the centrally funding of leaves. The committee shall consist of three (3) teacher members, (3) school-based administrators and three (3) members from the School Division central office. The committee shall meet a minimum of three (3) times per year, dates to be determined mutually. The purpose of the committee would be to examine the current structure and function of site-based funding of leaves and the viability of centrally funding of leaves process. The committee may make recommendations that can be used to guide the application of centrally funding of leaves.

This letter of understanding shall be bridged until the negotiation of the next local agreement.

**LETTER OF UNDERSTANDING 13:  
SUBSTITUTE TEACHERS WORKING COMMITTEE (STWC)**

This committee shall be composed of at least three (3) members appointed by the Local and three (3) members appointed by the School Division. The first meeting of the committee will be held before December 18, 2023. The committee will prepare a report by June 29, 2024, to inform bargaining and address the issues mentioned below.

- I. Issues related to booking of substitute teachers.
- II. To review the practices and processes whereby substitute teachers get on, stay on, and are removed from the School Division's substitute teacher roster.
- III. Any other related concerns to substitute teachers.

The STWC will provide a report of findings to the Superintendent of Schools and to the President of Local 21.

## APPENDIX

### APPENDIX A

#### MODIFIED SCHOOL CALENDAR (WHEN APPROVED BY THE SCHOOL DIVISION)

Between - The Board of Trustees of the Elk Island Catholic Separate School Division herein called the "School Division" and the Association, herein called the "Association".

The School Division may approve a modified school calendar (herein called "modified calendar school"). The parties recognize that the following shall apply to the teachers who teach at a modified calendar school in a year when the modified calendar is approved by the School Division. In the case when a school has two calendars, this Appendix A applies to the teachers subject to the modified calendar.

#### 1. Definitions

##### Modified Calendar School (MCS)

A modified calendar school is approved by the school division to have fewer teaching days compared to a "regular" school calendar.

##### Modified Calendar Teaching Assignment

A teaching assignment for fewer of longer instructional days than would be the case under a "regular" school calendar.

##### Regular Calendar Teaching Assignment

A teaching assignment under a "regular" school calendar (the calendar applicable to the other schools in the School Division).

##### Operational Day Conversion Factor (ODCF)

The Conversion factor (ODCF) shall be calculated as follows:

$ODCF = \# \text{ operational days regular schools} / \# \text{ operational days modified calendar school}$

For example:  $ODCF = 194 \text{ days} / 163 \text{ days} = 1.19$ , or  $163 / 194 = 0.84$

##### Instructional Day Conversion Factor (IDCF)

The Instructional Day Conversion factor shall be calculated as follows:

$IDCF = \# \text{ instructional days regular schools} / \# \text{ instructional days modified calendar school}$

For example:  $IDCF = 181 \text{ days} / 150 \text{ days} = 1.21$ , or  $150 / 181 = 0.83$

#### 2. Collective Agreement Amendments

The parties acknowledge that the following collective agreement articles need to be adjusted accordingly for those teachers at a modified calendar school.

##### ARTICLE 3.4–EXPERIENCE INCREMENTS

Article 3.4.1 Experience Increments shall be calculated as follows:



Teaching Experience (Modified Calendar School) = 140 days\* ODCF For example: 140 \* 0.84 = 117.6

## **ARTICLE 5–SUBSTITUTE TEACHERS**

The daily rate for a modified calendar school shall be calculated as follows:

Full Day Rate at a regular school\* IDCF

## **ARTICLE 12.1–TEMPORARY PERSONAL LEAVE**

**Note:** The cost of a substitute shall be in accordance with the rate of pay in effect with the IDCF applied as appropriate.

### **3. Application and operation of other issues arising with respect to Modified School Calendar**

#### **Teachers on a Modified School Calendar**

1. It is understood that the School Division will report pensionable service to the Alberta Teachers' Retirement Fund with respect to a teacher in a modified calendar school with the application of the ODCF when and where appropriate.
2. It is understood that where applicable and appropriate, the IDCF or ODCF will be applied in the calculation of number of days taught by a teacher in a modified calendar school as it pertains to the application of one two-hundredth (1/200<sup>th</sup>).
3. It is understood that the length (hours of work) of the non-instructional operational days for a modified calendar school will align with (be equitable with) the length of the non-instructional operational days in a regular calendar school.
4. It is understood that the ODCF will be applied in the calculation of Records of Employment (ROE).