

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 LIVING WATERS 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 ____ day of _____, 2023 between The Living Waters Catholic Separate School Division (Employer) and the Alberta Teachers' Association (Association).

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

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

WHEREAS the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties and are set forth in this Agreement.

WHEREAS the term 'agent of the Employer' as it appears in the agreement is defined as "Superintendent or designate".

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree as follows:

1. APPLICATION/SCOPE

- 1.1. *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the Employer, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Employer and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
- 1.2. Notwithstanding Article 1.1, individuals employed in the following positions shall be excluded from this agreement:
 - a) Superintendent
 - b) Deputy Superintendent
 - c) Associate Superintendent
 - d) Director of Teaching and Learning
- 1.3. *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be*

referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.

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

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

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

1.5. *Role of TEBA*

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

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

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

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

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

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

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

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

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 an Employer, 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 an Employer shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first meeting, the Association and Employer shall exchange details of all amendments sought.*
- 2.7. *Opening with Mutual Agreement*
- 2.7.1. *The Association and TEBA may at any time by mutual agreement negotiate revisions to the central matters contained in this collective agreement. Any such revisions shall become effective from such date as shall be mutually agreed upon by the Association and TEBA.*
- 2.7.2. *The Association and the Employer may at any time by mutual agreement negotiate revisions to the local matters contained in this collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.*
- 2.8. *Provision of Information (Effective until June 9, 2022):*
- 2.8.1. *As the Association is the bargaining agent for the teachers employed by the Employer, the Employer shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five (5) months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*
- 2.8.2. *The Employer shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December.*
- 2.8.2.1. *Teacher distribution by salary grid category and step as of September 30;*
- 2.8.2.2. *Health Spending Account (HSA)/Wellness Spending Account*

(WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;

2.8.2.3. *Most recent Employer financial statement;*

2.8.2.4. *Total benefit premium cost;*

2.8.2.5. *Total substitute teacher cost; and*

2.8.2.6. *Total allowances cost.*

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

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

2.8.1.1. *name,*

2.8.1.2. *certificate number,*

2.8.1.3. *home address,*

2.8.1.4. *personal home phone number,*

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

2.8.1.6. *contract type,*

2.8.1.7. *full time equivalency, and*

2.8.1.8. *salary grid placement*

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

2.8.2. **Effective June 10, 2022,** *the Employer shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December:*

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

- 2.8.2.2. *Most recent Employer financial statement;*
- 2.8.2.3. *Total benefit premium cost;*
- 2.8.2.4. *Total substitute teacher cost;*
- 2.8.2.5. *Total principal/vice-principal/assistant principal allowance cost;*
- 2.8.2.6. *Total other allowance cost; and*
- 2.8.2.7. *Notwithstanding the timeline set out in 2.8.2, the full-time assignable hours for a typical full time teacher for each school shall be provided no later than October 31.*

3. SALARY

3.1. Salary Pay Date/Schedule (Effective until October 26, 2020)

3.1.1. All teachers shall be paid by electronic bank deposit.

One twelfth (1/12) of a teacher's annual salary shall be paid on or before the twenty-fifth (25th) day of each month with the exception of December and June when payment shall be on the last operational day. If Easter Break or Spring Break occurs during the twenty-fifth (25th) of the month, payment shall also be the last operational day prior to the twenty-fifth (25th) of the month. In June, for those teachers not returning to work in the next school year, they shall be paid on the last operational school day of the school where they teach.

Effective October 27, 2020, clause 3.1.1 above is repealed and replaced by the following:

One twelfth (1/12) of a teacher's annual salary shall be paid on or before the twenty-fifth (25th) day of each month with the exception of December and June when payment shall be on the last operational day. If Easter Break or Spring Break occurs during the twenty-fifth (25th) of the month, payment shall also be the last operational day prior to the twenty-fifth (25th) of the month. In June, for those teachers not returning to work in the next school year, they shall be paid their final salary payment in accordance with the Education Act.

3.2. Grid

3.2.1. The Employer shall pay its teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.

3.2.2. The amount of university education and length of teaching experience,

computed as hereinafter provided shall together determine the basic salary rate for each teacher contracted by the Employer.

3.2.3. *The minimum salary, maximum salary, and increments for each year of teaching experience are calculated as per **Addendum A**.*

3.3. *Education*

3.3.1. *The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by The Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*

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

3.3.3. *For newly employed teachers to the Employer, until such times as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four (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 3.3.2.*

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

3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the Employer within 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 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 same Employer.*

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

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

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

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

Prior Experience

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

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

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

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

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

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

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

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

Effective until June 9, 2022

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

Effective June 10, 2022, repeal 3.4.10

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

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

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

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

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

or other qualifications.

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

Effective until August 31, 2022

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

Effective September 1, 2022

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

3.6. Other Rates of Pay: Service Outside the Calendar Year

3.6.1. A teacher who agrees to render service outside the calendar year, at the request of the Superintendent, shall be paid 1/200th of the teacher's total annual salary, for each full day of work, or 1/400th of the teacher's total annual salary for each half day of work. This clause does not apply to those teachers in receipt of an administrative allowance.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations/Positions

4.1.1. The Employer may create and fill administrative positions other than those specifically enumerated elsewhere in this collective agreement. The Employer shall provide notice of the establishment of such position to the local teachers and meet to establish the remuneration for the position. Failing agreement, the Employer shall establish the remuneration and the matter shall be a subject for negotiations in the next round.

4.2. Administration Allowances

May be altered by salary adjustments (except the minimum principal allowance)

When a teacher is appointed by the Employer as principal or assistant principal, the teacher shall receive, in addition to salary payable on the salary grid, an administrative allowance in accordance with Schedule 1 below:

4.2.1. Principal Allowance - Schedule 1

A basic allowance of eighteen percent (18.0%) of the maximum salary for four (4) years of education, plus:

- a) *an allowance of zero (0) percent of the fourth year maximum of the salary grid for each of the first fifty (50) students, plus*
- b) *an allowance of 0.053 percent of the fourth year maximum of the salary grid for each of the next one hundred (100) students in the school, plus*
- c) *an allowance of 0.033 percent of the fourth year maximum of the salary grid for each additional student in the school.*
- d) *The student count shall be on September 30th of each year. Where a principal is designated responsibility for ECS, ECS students shall be included in the student count and each ECS student shall be counted as 0.5.*
- e) *Principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

4.2.2. Assistant Principal(s)

- a) *The Assistant Principal shall receive one half the allowance paid to the principal under this Article.*
- b) *The minimum allowance for Assistant Principal allowance will be adjusted in accordance with current proportionality to the Principal allowance.*
- c) *An assistant principal shall be designated to schools with fifteen (15) FTE teachers, including the principal.*

4.2.3. Divisional Coordinator

A teacher designated as Divisional Coordinator for the system by the Superintendent shall be paid an additional three thousand seven hundred fifty-six dollars and sixty-six cents (\$3,756.66) per year. This amount will increase as per the salary grid increase each year.

Effective until June 9, 2022

Additional three thousand seven hundred fifty-six dollars and sixty-six cents (\$3,756.66) per year

Effective June 10, 2022 – 0.5% increase

Additional three thousand seven hundred seventy-five dollars and forty-four cents (\$3,775.44) per year

Effective September 1, 2022 – 1.25% increase

Additional three thousand eight hundred twenty-two dollars and sixty-four

cents (\$3,822.64) per year

Effective September 1, 2023 – 2% increase

Additional three thousand eight hundred ninety-nine dollars and nine cents (\$3,899.09) per year

4.3. Acting/Surrogate Administrators - Compensation

- 4.3.1. Where a principal is absent from school for a period of six (6) or more consecutive school days and the Superintendent designates an assistant principal or a teacher as acting principal, the person so designated shall be paid an administrative allowance of one two hundredth (1/200th) of the principal's administrative allowance, retroactive to the beginning of the designation period. Where an assistant principal is designated as acting principal, they shall not receive an assistant principal's allowance for such days so designated. Acting designations shall terminate upon the principal's return to their position.
- 4.3.2. In a school where all administration is absent from duty, a teacher shall be assigned the responsibility by the administration. In addition to their salary payable on the salary grid the teacher shall receive an allowance of sixty-two dollars and eighty-one cents (\$62.81) per day while assuming administrative duties, for the first five (5) days (annually cumulative). Starting on the sixth (6th) day and for all subsequent days in that school year, the teacher designated as acting principal will receive an allowance of one two hundredth (1/200th) of the principal's allowance for each day worked. This amount will increase as per the salary grid increase each year.

Effective until June 9, 2022

Additional sixty-two dollars and eighty-one cents (\$62.81) per day

Effective June 10, 2022 – 0.5% increase

Additional sixty-three dollars and twelve cents (\$63.12) per day

Effective September 1, 2022 – 1.25% increase

Additional sixty-three dollars and ninety-one cents (\$63.91) per day

Effective September 1, 2023 – 2% increase

Additional sixty-five dollars and nineteen cents (\$65.19) per day

- 4.3.3. Where reasonably practicable, a substitute teacher shall be hired to replace a teacher designated as an acting administrator on an instructional day.

4.4. *Teachers with 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 Employer 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 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 years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.4. *Any current assistant or vice principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2023 may continue under the term contract until the total number of years designated as an assistant or vice principal is five years. When the total length of the assistant's or vice principal's designation will be five years between September 1, 2023 and January 1, 2024, the Employer must decide by January 1, 2024 whether or not the designation will continue in the 2023/24 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.4.5. *For any current assistant or vice principal who is on a term contract(s) for a period of five years or more as of September 1, 2023, the Employer may extend the temporary contract for one additional year and must decide by January 1, 2024 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

4.5. *Other Administrator Designations*
Multiple Designations

- 4.5.1. For principals who have been designated to more than one (1) site, they shall receive all applicable allowances. As per article 4.2, the Principal shall be paid an allowance for the largest school in which they have been designated, plus an allowance as follows, for the additional site(s):

- 4.5.1.1. 3% of fourth (4th) year maximum and 0.4% of the fourth (4th) year maximum for each full-time equivalent (FTE) teacher on the

additional site. The Principal is excluded from the FTE count.

4.6. *Other Administrator Conditions*

Administrator Lieu Days

4.6.1. Notwithstanding Article 8.6.1, administrators shall be responsible to organize their schools in order that the schools are ready for operation. In recognition of this responsibility, each administrator is entitled to take four (4) days of personal leave with pay and benefits, at their discretion, in addition to any other leaves in this agreement. If any days are not taken by June 30th of the school year, a maximum of two (2) days shall be paid out at 1/200th of their salary and allowance to be paid on the August pay cheque.

5. SUBSTITUTE TEACHERS

5.1. *Rates of Pay*

A substitute teacher is a teacher employed on a day-to-day or half-day basis where a contract of employment is not in effect. Substitute teachers shall be paid according to the following schedule:

5.1.1. *Per Full Day*

5.1.1.1. **Effective until June 9, 2022**

\$217.64 plus six percent (6%) vacation pay of \$13.06 for a total of \$230.70.

5.1.1.2. **Effective June 10, 2022, 0.5% increase**

\$218.73 plus six percent (6%) vacation pay of \$13.12 for a total of \$231.85.

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

\$234.75 plus two percent (2%) in lieu of benefits \$4.70 for a total of \$239.45.

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

\$239.45 plus two percent (2%) in lieu of benefits \$4.79 for a total of \$244.24.

5.1.2. *Per Half Day*

5.1.2.1. **Effective until June 9, 2022**

\$108.82 plus six percent (6%) vacation pay of \$6.53 for a total of \$115.35.

5.1.2.2. **Effective June 10, 2022, 0.5% increase**

\$109.36 plus six percent (6%) vacation pay of \$6.56 for a total of \$115.92.

5.1.2.3. **Effective September 1, 2022**, 1.25% increase
\$117.37 plus two percent (2%) in lieu of benefits \$2.35 for a total
of \$119.72.

5.1.2.4. **Effective September 1, 2023**, 2% increase
\$119.72 plus two percent (2%) in lieu of benefits \$2.39 for a total
of \$122.11.

Other Rates of Pay

5.1.3. **Effective June 10, 2022**, increases to this allowance will be consistent with
the date and amount of increases to the salary grid in clause 3.2.

5.1.4. **Effective September 1, 2022**, substitute teachers shall be paid an
additional compensation of 2% of the daily rate over daily rate set out in
clause 5.1 in lieu of benefits.

5.2. Commencement of Grid Rate

5.2.1. Rate of pay for a teacher employed on a substitute basis who fills the same
teaching position for more than four (4) consecutive school days, shall be
paid effective the fifth (5th) day according to placement on the salary grid
subject to the terms of this agreement.

5.2.2. In determining the placement on the grid, a substitute teacher shall provide
evidence of teacher education and teaching experience in accordance with
the provisions of Articles 3.3 and 3.4 (depending on the effective dates).

5.2.3. 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. When a teacher is absent on an instructional day, a certificated substitute
shall be hired to replace each absent teacher where reasonably practicable.

5.3.2. Substitute teachers will receive, at minimum, twenty-four (24) hours
advanced notice of cancellation of assignment. Cancellation occurring less
than twenty-four (24) hours from the commencement of assignment will
result in the substitute teacher receiving the daily rate agreed to in the initial
booking.

5.3.3. All substitute teachers shall have access to unpaid school professional
development days. If substitutes are required to attend a school professional
development day, they shall be paid the daily substitute rate.

5.4. Substitute teacher Injury on the Job

- 5.4.1. If a substitute teacher is unable to work as a result of an injury incurred in the course of performing their assigned duties, and where the injury is not compensable under Workers' Compensation, the Employer shall pay the teacher the per diem rate specified in clause 5.1 for a maximum of five (5) consecutive teaching days immediately following the injury, provided that the inability to work is verified by a physician. The injury must be reported to school administration before the conclusion of the assigned shift at the school where it occurred to be considered a valid application for payment. Medical costs incurred by the substitute teacher from the verification conducted by a physician, will be paid by the Employer.
- 5.4.2. Payments made by the Employer in a work-related injury shall be made on a without prejudice basis without any liability to the Employer.
- 5.4.3. If a substitute teacher is unable to work as a result of an injury incurred in the course of performing their assigned duties and accepts the per diem rate from the Employer, they shall not accept employment on those days or they shall forfeit per diem payment for injury from the Employer.

6. PART TIME TEACHERS

- 6.1. *Part-time teacher FTE will be determined by the ratio of the teacher's actual annual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*
- 6.2. *Teachers on part-time contracts have the Employer's contributions to their benefit plan premiums prorated according to their percentage FTE. However, the Employer shall contribute a minimum of seventy-five percent (75%) of the premium cost for any eligible part-time teacher employed at less than 0.75% FTE (as per Article 7). This provision does not apply to teachers on part-time contract at Vanier School prior to September 1, 1993.*
- 6.3. The timetable for a part-time teacher shall be contiguous, where reasonably practicable. A part-time teacher whose timetable is not able to be made contiguous will be provided with a rationale for the decision.
- 6.4. Part-time teacher's FTE shall not be altered without agreement of the teacher.

7. GROUP BENEFITS

- 7.1. *Group Health Benefit Plans (Addendum B)*
 - 7.1.1. ***Effective until August 31, 2022***, The Employer shall contribute one hundred percent (100%) of the group premium rate towards the cost of each employee's premium for coverage under the Alberta Health Care Insurance

Plan.

- 7.1.2 *Effective September 1, 2022, all references to “Alberta Health Care Premiums” in collective agreements are to be removed.*
- 7.1.3. *The Employer shall contribute one hundred percent (100%) of the group premium rate towards the cost of each employee's premium for coverage under a designated carrier - Extended Health Care Plan. Extended Health Care shall be a condition of employment.*
- 7.1.4. *The Employer shall contribute one hundred percent (100%) of the group premium rate towards the cost of each employee's premium for coverage under a designated carrier - Dental Plan. The Dental Plan shall be a condition of employment.*
- 7.1.5. *The Employer shall effect and maintain group life insurance and AD&D applicable to and for the benefit of teaching staff in its employ, and shall contribute one hundred percent (100%) of the cost of such insurance. Life and AD&D shall be a condition of employment.*
- 7.1.6. *The Employer shall effect and maintain group extended disability salary continuance coverage applicable to and for the benefit of teaching staff in its employ and shall contribute one hundred percent (100%) of the cost of such insurance. Extended Disability shall be a condition of employment.*
- 7.1.7. *The Employer shall contribute one hundred percent (100%) of the group premium rate towards the cost of each employee's premium for coverage under a designated carrier - Vision Plan 3. This plan shall be a condition of employment.*
- 7.1.8. *The group insurance program covered under this Article shall not apply to substitute teachers.*

7.2. Group Benefits Eligibility

- 7.2.1. *Any ineligible teacher who subsequently becomes eligible for coverage shall register with the agent of the Employer within thirty (30) calendar days of becoming eligible to obtain coverage. Failure to register may result in loss of coverage.*
- 7.2.2. *Teachers whose probationary contract of employment ends at the completion of a school year and who sign a new probationary or continuous contract shall have their benefits continue over the summer.*

7.3. Health Spending Account/Wellness Spending Account

The Employer shall provide a Health Spending Account for all teachers who have signed a continuous or probationary contract with the Employer in the amount of nine hundred fifty dollars (\$950).

7.3.1. Upon approval from ASEBP as to date of commencement (after October 27, 2020), the Employer shall provide a Health Spending Account/Wellness Spending Account (HSA/WSA) to all eligible teachers. The Employer agrees to contribute each school year to a Health Spending Account/Wellness Spending Account (HSA/WSA). The plan shall be administered by ASEBP in accordance with Canada Revenue Agency and the *Income Tax Act* of Canada for the benefit of the qualifying teacher and their dependents.

7.3.2. *Effective September 1, 2022, notwithstanding the amount of the Health Spending Account as listed in collective agreements, the maximum allowed Health Spending Account credit contributions per school year shall be \$900. Teachers with Health Spending Account balances greater than \$900 shall be allowed to carry forward any current unused balance to the extent permitted by the CRA.*

7.4. Other Group Benefits

7.4.1. Payroll Deduction - Registered Retirement Savings Plan:

7.4.1.1. The Employer shall make available a payroll deduction for Registered Retirement Savings Plan (RRSP) contributions to a single plan chosen by the Association.

7.4.2. Employment Insurance Premium Reduction:

7.4.2.1. Payments made towards plans by the Employer shall permit it to retain and not pass on to teachers any rebate of premiums otherwise required under Canada Employment and Immigration Commission regulations.

7.4.3. Benefit contributions Prepayment:

7.4.3.1. Any leave where a teacher would have to pay for their own benefits, shall have the option to prepay their benefit contributions.

7.4.4. Subrogation:

7.4.4.1. If an employee receives sick leave benefits because the employee has been injured through the fault of another party, the Employer has subrogation rights. This means the employee may make a claim to recover the amount of these benefits from the other party and the employee shall reimburse the Employer for any benefits which have been paid.

7.5. *Travel Assistance Benefit*

For the purpose of the Collective Agreement two thousand five hundred dollars

(\$2,500) of the annual salary as set out in Clause 3.2 of the agreement shall be considered to be a travel assistance benefit paid in a designated area as defined by Canada Revenue Agency and shall be indicated as such in the appropriate area on the T4 slip. The teacher shall make this request annually, and it shall be in writing. For teachers making this request, the Employer shall indicate the \$2,500 allowance in the appropriate box on their annual T4 slip and it shall not be considered part of salary. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the Employer and shall be in accordance with the provisions set out by Canada Revenue Agency.

7.6. Damage to Personal Property

7.6.1. Where, as a result of a workplace incident, a teacher suffers damage or destruction to their clothing, eyeglasses or personal property, the teacher shall be entitled to receive reasonable reimbursement for financial losses incurred. Such reimbursement shall occur provided:

- a) the item is required to perform the teacher's duties;
- b) they have exercised reasonable efforts to secure and protect their property from damage; and
- c) the workplace incident had been reported to school administration.

8. CONDITIONS OF PRACTICE

8.1. *Teacher Instructional and Assignable Time*

8.1.1. *Teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*

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

8.1.2. *Teacher assignable time is capped at 1200 hours per school year.*

8.2. *Assignable Time Definition*

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

- a) *operational days (including teachers' convention)*
- b) *instruction*
- c) *supervision, including before and after classes, transition time between classes, recesses and lunch breaks*

- d) *parent teacher interviews and meetings*
- e) *employer and school directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3*
- f) *staff meetings*
- g) *time assigned before and at the end of the school day*
- h) *other activities that are specified by the Employer to occur at a particular time and place within a reasonable work day.*

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

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

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

8.3. Other Conditions of Practice

8.3.1. *Staff deployment within a school shall be the responsibility of the principal, in consultation with the superintendent and teacher. In the event of lack of agreement, the Superintendent's decision is final.*

8.4. Duty Free Lunch

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

8.4.1. *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.*

Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the Employer.

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

8.4.3. *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 a teacher to take a rest period.*

8.5. Extra-Curricular Activities

8.5.1. The Employer recognizes the value of extra-curricular activities including the participation of teachers. However, teacher participation in extra-curricular activities is voluntary.

8.5.2. Should a teacher decide to participate in such activities, the teacher will not be paid by the Employer for such service.

8.6. School Year

8.6.1. Teachers will not be required to render service more than two hundred (200) consecutive days commencing the opening day of school in each school year, exclusive of vacation periods, weekends and holidays.

8.6.2. The first date upon which a teacher will be required to render the first day of service in any school year shall be announced by the Employer not less than three (3) calendar months prior to such date unless circumstances are delayed because of agreements with other Employers such that a school calendar cannot be organized.

9. PROFESSIONAL DEVELOPMENT

9.1. *Teacher Professional Growth Plan*

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

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

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

9.2. Professional Development Fund

9.2.1. The Employer shall contribute \$40,000 annually to a Professional

Development Fund. Unexpended monies shall accrue in the fund for use in the following or subsequent years, to a maximum of \$60,000.

- 9.2.2. A Professional Development Fund Committee comprised of two members appointed by the local and two members appointed by the Superintendent shall develop criteria for eligibility and review the submissions based on alignment with the teacher's professional growth plan, school education plans, priorities of the Employer, and potential to enhance teacher practice (as outlined in the Teaching Quality Standard). All teachers shall abide by the Terms of Reference, which is developed and approved by the Professional Development Fund Committee.

10. SICK LEAVE, MEDICAL CERTIFICATES AND REPORTING

- 10.1. *A certificate signed by a medical doctor or a doctor of dentistry indicating that the absence was necessitated by illness, shall be submitted by the teacher where the sick leave is for a period in excess of four (4) consecutive days.*
- 10.2. *All teachers in their first year with the Employer shall have a minimum of twenty (20) school days accumulated sick leave at the beginning of the school year. Should a first-year teacher be absent due to illness or disability in excess of the number of days of sick leave entitlement resulting in a salary deduction that month, any accumulated sick leave entitlement earned in the same school year shall be applied and any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*
- 10.2.1. *In the event that the first year teacher*
- a) *has insufficient sick leave to provide full salary during the qualifying period of extended disability benefits, and*
 - b) *is accepted by the insurance carrier as an EDB claimant,*
 - c) *the Employer shall pay the salary of the teacher for the period of insufficient sick leave to a maximum of ninety (90) calendar days once the teacher is accepted by the insurance carrier as an EDB claimant and they receive the first EDB payment.*
- 10.3. *After one (1) year with the Employer, all teachers shall have ninety (90) calendar days sick leave entitlement. A teacher, other than a first year teacher, who has been absent due to medical disability shall, upon return to duty, be entitled to an additional sick leave benefit of ninety (90) calendar days.*
- 10.4. *After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid and the extended disability plan shall take effect.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. *Maternity Leave*

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

11.2. *Parental Leave*

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

commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.

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

11.3. Salary Payment and Benefit Premium

11.3.1. 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 the 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 Employer shall implement a Supplementary Employment Benefits (SEB) which shall provide teachers on maternity leave with 100% of their salary during eighteen (18) weeks of leave.

11.3.4. The Employer shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.

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

11.4. Benefits - Prepayment or Repayment of Premiums During Unpaid Portion of Leave

11.4.1. Teachers may prepay or repay benefit premiums payable during the duration of Parental leave.

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

- 12.1. *Temporary personal leave of absence for not more than three (3) days in total in any school year shall be granted to each teacher. The first day of such leave shall be at full salary and benefits. The remaining two (2) days under this Article shall be at full salary and benefits minus the amount equivalent to the salary and source deductions (CPP and EI) of a substitute. Forthcoming payment to the Employer shall be through payroll deductions. A teacher taking such leave shall present a signed statement regarding the reason for absence.*
 - 12.1.1. *The first full day of personal leave in any given year may be accumulated to a maximum of four (4) days.*
 - 12.1.2. *If more than two (2) teachers in the same school request personal leave on the same day, the first two (2) requests shall be granted. Any remaining requests will be subject to the operational requirements of the school; however, the Employer shall make a reasonable effort to approve as many additional requests as possible.*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

- 13.1 *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute,*

including the Employer portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.

- 13.2 *Upon written request to the superintendent or designate, the Employer may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Employer. The Association will reimburse the Employer as per clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.*
- 13.3.1 *Release time will be provided for up to approximately one tenth (0.1) FTE for the Local President to conduct Local business, with the Local reimbursing the Employer for the cost.*
- 13.4 *During such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on their behalf while on secondment under this clause.*

Effective September 1, 2022

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

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

- 13.4. *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.*
- 13.5. *During such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on their behalf while on secondment under this clause.*

14. OTHER LEAVES

Leaves of absence without loss of salary and benefits, excluding clause 14.8 shall be granted by the Employer upon approval of the Superintendent, or designate.

14.1. Compassionate Leave:

14.1.1. *For not more than five (5) operational days to be taken within a two (2) week period because of the critical illness of a spouse, child, parent, brother, sister, parent's spouse, aunt, uncle, nephew, niece, grandparents, grandchild, in-laws or other members of the teacher's household. Critical illness shall be substantiated by a medical certificate signed by a medical doctor.*

14.1.2. *Critical illness shall be defined as a life-threatening condition, which presents an immediate or imminent threat to life as ascertained by a medical doctor or when a person has been diagnosed with a terminal illness and impending death.*

14.1.3. *For not more than five (5) operational days to be taken within a two (2) week period because of the death of a spouse, child, parent, brother, sister, parent's spouse, aunt, uncle, nephew, niece, grandparents, grandchild, in-laws or other members of the teacher's household.*

14.2. Jury Duty Leave

14.2.1.

- a) *For Jury Duty or any summons related thereto;*
- b) *To answer a subpoena or summons to attend any court proceeding as a witness in a cause other than a teacher's own.*

14.2.2. *14.2.1 (a) and (b) are allowed providing that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and expenses) set by the court or other body.*

14.2.3. *When special circumstances exist, the Employer will consider requests for leave in addition to that specifically mentioned in Article 14.1 and 14.2 under the provisions in Article 13.*

14.3. *Leave for Child's Arrival*

14.3.1. *Temporary Paternal Leave for four (4) school days in the event of a birth of the child. The Paternity Leave shall be taken within one (1) week of the child's birth.*

14.3.2. *Temporary Adoption Leave for two (2) school days on the date of adoption or receipt of the child.*

14.4. *Family Medical Leave*

14.4.1. *A teacher shall be granted six (6) days of leave of absence with pay, per year for the purpose of supporting a teacher's immediate family in obtaining necessary medical or dental treatment, or for the illness of teacher's immediate family as defined as those listed in 14.1.*

14.5. *Convocation Leave*

14.5.1. *A teacher is entitled to leave of absence with pay and applicable benefits for one (1) day of each of the teacher's own convocation in which the teacher is participating as a degree or diploma recipient provided the convocation falls during the school year and the convocation falls on a school day.*

14.5.2. *The Employer shall grant up to one (1) teaching day with pay and applicable benefits to attend a high school graduation and/or post-secondary convocation exercises for the teacher's spouse and/or children that are participating as a degree or diploma recipient provided the convocation falls during the school year and the convocation falls on a school day.*

14.6. *Inclement Weather*

14.6.1. *Upon notice to the principal, a leave of absence shall be granted*

where a teacher is absent because, despite reasonable effort, the teacher is unable to travel to their site from their usual place of residence because of:

- a) Inclement weather;
- b) Impassable road conditions; or
- c) The failure of transportation facilities other than the teacher's own.

14.6.2. In such absences, the leave shall be with pay and benefits, minus the current rate of pay for a substitute teacher.

14.7. Deferred Salary Leave Plan

14.7.1. The Employer agrees to implement a Deferred Salary Leave Plan (DSLPL) as approved by Canada Revenue Agency.

14.8. Discretionary Leave

14.8.1. At the sole discretion of the Employer, additional leaves of absence may be granted by the Employer, with salary and benefits, with salary and benefits less the cost of substitute pay or without salary and benefits, if the Employer grants additional leave to an Employee, it shall in no way imply precedence and cannot be used as evidence in other leave applications submitted by other Employees.

15. GRIEVANCE PROCEDURE

Subject to Letter of Understanding on Interim Grievance Procedure, current article 15 and 16 apply until date of ratification of local agreements.

15.1. *This procedure applies to differences:*

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

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

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

15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the Superintendent or designate and the Associate Coordinator- Collective Bargaining. Such written grievance notices*

shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence/event giving rise to the grievance.

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

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

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

15.4.3. *the article(s) of the agreement that are alleged to have been violated; and,*

15.4.4. *the remedy or correction being sought.*

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

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

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

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

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

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

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

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

15.11. *The Employer and the Association shall proceed to arbitration by a sole arbitrator.*

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

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

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

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

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

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

15.15.1. *the Employer and the Association; and,*

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

15.16. *TEBA Involvement in Grievance Proceedings*

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

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

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

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

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

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

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

15.17. *Optional Mediation Process*

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

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

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

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

15.18. *Administration*

15.18.1. *All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays and statutory holidays. For the purposes of this article, an "operational" day is an instructional or non-instructional day in the Employer's school calendar on which teachers are scheduled to work, and the months of July and August*

shall not be included.

- 15.18.2. *In the event, at any stage of this procedure (except clause 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*
- 15.18.3. *The time limits in this article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.*
- 15.18.4. *At any point the grievance may be resolved through terms mutually agreed upon by the parties. Any agreed to resolution is binding on the signatories to the resolution.*

16. EMPLOYMENT

- 16.1. All teachers are covered under a liability policy giving them protection against liability imposed by law for negligence resulting in bodily injury or property damages to students and any other person or persons in limits of two million dollars (\$2,000,000).
- 16.2. Vacancies for more than ninety (90) days shall be posted internally for at least five (5) days prior to filling the position. This provision shall not apply to vacancies occurring during the summer recess.
- 16.3. Unless the teacher agrees, a teacher cannot be transferred to another school more than twenty-five (25) kilometers from the teacher's usual place of work.
- 16.4. Any teacher on approved Divisional business excluding professional development shall be reimbursed at Divisional rates for expenses incurred.
- 16.5. Moving Expenses
 - 16.5.1. Moving expenses up to a maximum of \$3000 may be reimbursed at the Employer's sole discretion for teachers new to the Employer who are required to relocate their residence.

IN WITNESS WHEREOF parties have executed this Agreement _____ day of _____, 2023.

ON BEHALF OF THE LIVING WATERS
CATHOLIC SEPARATE SCHOOL
DIVISION

ON BEHALF OF THE ALBERTA
TEACHERS' ASSOCIATION

Associate Coordinator, Collective
Bargaining, Teacher Employment Services

LETTERS OF UNDERSTANDING – CENTRAL

LETTER OF UNDERSTANDING #1

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2

RE: INTERIM GRIEVANCE PROCEDURE

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

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

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

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

TRANSITION OF EXISTING GRIEVANCES

1. *For grievances filed under Article 15 (Central Grievance Procedure) of 2018-20 teacher collective agreements prior to February 1, 2022, TEBA and the ATA will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
 - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*

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

INTERIM GRIEVANCE PROCEDURE

15.1. *This procedure applies to differences:*

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

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

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

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

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

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

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

15.4.3. *the article(s) of the agreement that are alleged to have been violated; and,*

15.4.4. *the remedy or correction being sought.*

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

- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The arbitrator/arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator/arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator/arbitration board is final and binding on:*
- 15.15.1. *the Employer and the Association; and,*
- 15.15.2. *Teachers covered by the Collective Agreement who are affected by the award.*
- 15.16. *TEBA Involvement in Grievance Proceedings*
- 15.16.1. *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the Employer.*
- 15.16.2. *At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the Employer.*
- 15.16.2.1. *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.*
- 15.16.2.2. *Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*
- 15.16.2.3. *Within five (5) operational days of the meeting set out in 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 Employers in this article shall be read to apply to TEBA.*

15.17. *Optional Mediation Process*

- 15.17.1. *The parties may mutually agree at any point in the Grievance Procedure to engage in a non-binding mediation process to attempt to resolve the grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.*
- 15.17.2. *The mediator shall be appointed by mutual agreement of the parties and the expenses of the mediator shall be equally borne by the parties. If the parties cannot reach agreement on a mediator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.17.3. *The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and/or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an Arbitration Board for resolution.*
- 15.17.4. *In the event the grievance cannot be resolved, the Mediator may issue a report including a non-binding recommendation for settlement.*

15.18. *Administration*

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

LETTER OF UNDERSTANDING #3

BILL 85 (EDUCATION STATUTES (STUDENTS FIRST) AMENDMENT ACT, 2021)

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING # 4

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

LETTER OF UNDERSTANDING #5

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING #6

EXPEDITED ARBITRATION (12 MONTH-PILOT)

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

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

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

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

LETTER OF UNDERSTANDING #7

DUTY TO ACCOMMODATE

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

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

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

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

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

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

LETTER OF UNDERSTANDING #9

EXPERIENCE FORM

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

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

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing Employer: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

Employer Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A – Teaching Experience Provisions

3.4. Experience (Effective September 1, 2019)

Teachers shall:

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

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

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

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

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

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

Prior Experience

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

- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero years of experience on the salary grid.*
- b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
- c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

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

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

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

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

3.4.10. *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 #1 (Local)

Itinerate Substitute Teachers Review

The Employer agrees to explore the potential benefits and risks associated with hiring Itinerate Substitute Teachers. In reviewing the issue, the Employer will engage with other employers, the Local ATA and school administration.

The Employer will make a determination regarding the possibility of moving forward with hiring Itinerate Substitute Teachers by May 31, 2024.

This letter of understanding will expire on August 31, 2024.

ADDENDUM A: 3.2 Salary Grid

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

Effective until June 9, 2022

		Years of Teacher Education			
Years of Teacher Experience		4	5	6	7
	0	\$59,133	\$62,758	\$66,384	\$70,012
	1	\$62,617	\$66,243	\$69,871	\$73,499
	2	\$66,101	\$69,727	\$73,356	\$76,983
	3	\$69,587	\$73,216	\$76,845	\$80,472
	4	\$73,072	\$76,699	\$80,327	\$83,955
	5	\$76,558	\$80,187	\$83,815	\$87,444
	6	\$80,047	\$83,670	\$87,297	\$90,926
	7	\$83,529	\$87,157	\$90,784	\$94,413
	8	\$87,018	\$90,643	\$94,271	\$97,900
	9	\$90,502	\$94,140	\$97,757	\$101,385
10	\$93,987	\$97,615	\$101,243	\$104,871	

Effective June 10, 2022

0.5% increase

		Years of Teacher Education			
Years of Teacher Experience		4	5	6	7
	0	\$59,429	\$63,072	\$66,716	\$70,362
	1	\$62,930	\$66,574	\$70,220	\$73,866
	2	\$66,432	\$70,076	\$73,723	\$77,368
	3	\$69,935	\$73,582	\$77,229	\$80,874
	4	\$73,437	\$77,082	\$80,729	\$84,375
	5	\$76,941	\$80,588	\$84,234	\$87,881
	6	\$80,447	\$84,088	\$87,733	\$91,381
	7	\$83,947	\$87,593	\$91,238	\$94,885
	8	\$87,453	\$91,096	\$94,742	\$98,390
	9	\$90,955	\$94,611	\$98,246	\$101,892
10	\$94,457	\$98,103	\$101,749	\$105,395	

Effective September 1, 2022

1.25% increase

		Years of Teacher Education			
Years of Teacher Experience		4	5	6	7
	0	\$60,172	\$63,860	\$67,550	\$71,242
	1	\$63,717	\$67,406	\$71,098	\$74,790
	2	\$67,262	\$70,952	\$74,644	\$78,335
	3	\$70,809	\$74,502	\$78,195	\$81,885
	4	\$74,355	\$78,046	\$81,738	\$85,429
	5	\$77,903	\$81,595	\$85,287	\$88,980
	6	\$81,453	\$85,139	\$88,830	\$92,523
	7	\$84,996	\$88,688	\$92,378	\$96,071
	8	\$88,546	\$92,235	\$95,927	\$99,619
	9	\$92,091	\$95,793	\$99,474	\$103,166
	10	\$95,638	\$99,329	\$103,021	\$106,713

Effective September 1, 2023

2% increase

		Years of Teacher Education			
Years of Teacher Experience		4	5	6	7
	0	\$61,375	\$65,137	\$68,901	\$72,666
	1	\$64,991	\$68,755	\$72,520	\$76,286
	2	\$68,607	\$72,371	\$76,137	\$79,902
	3	\$72,225	\$75,992	\$79,758	\$83,523
	4	\$75,842	\$79,607	\$83,372	\$87,138
	5	\$79,461	\$83,227	\$86,993	\$90,759
	6	\$83,082	\$86,842	\$90,607	\$94,373
	7	\$86,696	\$90,461	\$94,226	\$97,993
	8	\$90,317	\$94,080	\$97,845	\$101,612
	9	\$93,933	\$97,709	\$101,463	\$105,229
	10	\$97,550	\$101,316	\$105,082	\$108,847

ADDENDUM B: Group Health Benefit Plans through Alberta School Employee Benefit Plan (ASEBP)

Dental	Plan 3
Extended Health Care	Plan 1
Life and A.D. and D.	Plan 2
Extended Disability	Plan D
Vision	Plan 3