

# **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 ST. PAUL SCHOOL DIVISON**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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This collective agreement is made this \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_ between The St. Paul School Division (hereinafter called the “Employer”) and The Alberta Teachers’ Association (hereinafter called the “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

WHEREAS the parties desire that these matters be set forth in a Collective Agreement.

NOW THEREFORE THIS COLLECTIVE 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. Excluded Positions:** Notwithstanding Clause 1.1, the following employees shall be excluded from this Collective Agreement:

- 1.2.1.** Superintendent
- 1.2.2.** Deputy Superintendent(s)
- 1.2.3.** Assistant Superintendent(s)
- 1.2.4.** Associate Superintendent(s)
- 1.2.5.** Director(s)

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

- 1.4.** *The Association is the bargaining agent for each bargaining unit and:*
- 1.4.1.** *has exclusive authority to bargain collectively with the Teachers' Employer Bargaining Association (TEBA) on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
  - 1.4.2.** *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5.** *Role of TEBA*
- 1.5.1.** *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the Employers in any agreement with respect to central terms.*
  - 1.5.2.** *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
  - 1.5.3.** *For the purpose of bargaining collectively with the Association, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms*
- 1.6.** *The Employer retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*
- 1.7.** *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8.** *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9.** *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10.** *Structural Provisions*
- 1.10.1.** *Advisory Committee*
    - 1.10.1.1.** *The Employer and The Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees and teachers.*
    - 1.10.1.2.** *The parties hereby agree that there shall be constituted an Advisory Committee for the purpose of considering matters of concern related to school affairs, including proposed educational policy changes and changes in conditions of professional service, and communicating thereon the views of the respective parties.*
    - 1.10.1.3.** *The Advisory Committee shall consist of authorized representatives of teachers, appointed by their local professional council, elected Board members, and their appointees. The Committee shall meet at least once per school year.*
- 1.11.** *All provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

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

### **2.2. List Bargaining**

**2.2.1.** *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*

**2.2.2.** *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

### **2.3. Central Matters Bargaining**

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

**2.3.2.** *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

### **2.4. Local Bargaining**

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

**2.4.2.** *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

### **2.5. Bridging**

**2.5.1.** *Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until*

- a)** *a new collective agreement is concluded, or*
- b)** *a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*

**2.5.2.** *If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.*

## **2.6. Meet and Exchange**

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

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

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

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

- 2.8.1. As the Association is the bargaining agent for the teachers employed by the Employer. The Employer shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*
- 2.8.2. The Employer shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December:*
  - 2.8.2.1. Teacher distribution by salary grid category and step as of September 30;*
  - 2.8.2.2. 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**

- 3.1.1.** *Save and except substitute teachers, the Employer shall pay each teacher one-twelfth of the teacher's annual salary on or before the second last banking day of each calendar month.*
- 3.1.2.** *Payment of administrative allowances shall commence on the effective date of appointment.*

**3.2. Grid**

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

**3.2.2.** *The number of years of teacher education and the years of teacher experience, as computed according to this agreement, shall together determine the basic salary rates for each teacher employed by the Employer.*

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

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 59,406	\$ 62,677	\$ 66,389
1	\$ 62,856	\$ 66,129	\$ 69,844
2	\$ 66,306	\$ 69,580	\$ 73,293
3	\$ 69,757	\$ 73,032	\$ 76,746
4	\$ 73,207	\$ 76,481	\$ 80,192
5	\$ 76,659	\$ 79,933	\$ 83,646
6	\$ 80,111	\$ 83,381	\$ 87,094
7	\$ 83,561	\$ 86,834	\$ 90,545
8	\$ 87,012	\$ 90,288	\$ 93,997
9	\$ 90,461	\$ 93,736	\$ 97,447
10 / 11	\$ 93,914	\$ 97,187	\$ 100,900

*NOTE: Employer and Local ATA to Confirm Amounts*

**3.2.2.2.** *Effective June 10, 2022, 0.50% Increase*

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 59,703	\$ 62,990	\$ 66,721
1	\$ 63,170	\$ 66,460	\$ 70,193
2	\$ 66,638	\$ 69,928	\$ 73,659
3	\$ 70,106	\$ 73,397	\$ 77,130
4	\$ 73,573	\$ 76,863	\$ 80,593
5	\$ 77,042	\$ 80,333	\$ 84,064
6	\$ 80,512	\$ 83,798	\$ 87,529
7	\$ 83,979	\$ 87,268	\$ 90,998
8	\$ 87,447	\$ 90,739	\$ 94,467
9	\$ 90,913	\$ 94,205	\$ 97,934
10 / 11	\$ 94,384	\$ 97,673	\$ 101,405

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



**3.2.2.3.** *Effective September 1, 2022, 1.25% Increase*

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 60,449	\$ 63,777	\$ 67,555
1	\$ 63,960	\$ 67,291	\$ 71,070
2	\$ 67,471	\$ 70,802	\$ 74,580
3	\$ 70,982	\$ 74,314	\$ 78,094
4	\$ 74,493	\$ 77,824	\$ 81,600
5	\$ 78,005	\$ 81,337	\$ 85,115
6	\$ 81,518	\$ 84,845	\$ 88,623
7	\$ 85,029	\$ 88,359	\$ 92,135
8	\$ 88,540	\$ 91,873	\$ 95,648
9	\$ 92,049	\$ 95,383	\$ 99,158
10 / 11	\$ 95,564	\$ 98,894	\$ 102,673

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

**3.2.2.4.** *Effective September 1, 2023, 2.00% Increase*

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 61,658	\$ 65,053	\$ 68,906
1	\$ 65,239	\$ 68,637	\$ 72,491
2	\$ 68,820	\$ 72,218	\$ 76,072
3	\$ 72,402	\$ 75,800	\$ 79,656
4	\$ 75,983	\$ 79,380	\$ 83,232
5	\$ 79,565	\$ 82,964	\$ 86,817
6	\$ 83,148	\$ 86,542	\$ 90,395
7	\$ 86,730	\$ 90,126	\$ 93,978
8	\$ 90,311	\$ 93,710	\$ 97,561
9	\$ 93,890	\$ 97,291	\$ 101,141
10 / 11	\$ 97,475	\$ 100,872	\$ 104,726

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

**3.3. Education**

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

- 3.3.2.** *The adjustment dates for increased teacher's education shall be September 1, and February 1.*
- 3.3.3.** *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
- 3.3.3.1.** *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
- 3.3.3.2.** *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4.** *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the Employer within (60) operational days from the date of completion of education or commencement of employment.*
- 3.3.4.1.** *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
- 3.3.4.2.** *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

#### **3.4. Experience**

*Teachers shall:*

- a)** *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
- b)** *Not gain experience during vacation periods and leaves of absence without salary.*
- 3.4.1.** *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the Employer.*
- 3.4.2.** *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the Employer.*
- 3.4.3.** *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4.** *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5.** *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

#### **Prior Experience**

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

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

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

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

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

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

*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)]**

**3.5.1.** *A vocational teacher is a person offering instruction in any subject requiring teacher qualifications and a journeyman's certificate.*

**3.5.2.** *The Employer, at its discretion, may recognize a vocational teacher's trade and teaching experience by initially placing them on a step of the basic salary schedule which will provide a salary commensurate with the income in business, trade or industry, provided that this placement shall not exceed the 5th step in the applicable category, and provided that the Employer will effect a minimum placement on the basis of one (1) year teaching experience for two (2) years of related trade experience.*

**3.5.3.** *Following initial placement, the vocational teacher shall be entitled to the regular experience increments provided by this Collective Agreement, up to the maximum provided in the applicable category.*

**3.5.4.** *Advancement from one salary category to another shall be made in the same manner as for any regular teacher, with allowance as in their previous category placement.*

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

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

**4.1.1.** The Employer may create and fill administrative, supervisory, or other positions, where a teaching certificate is a requirement of the position. Any allowance for the new position shall be established by the Employer and the matter may be a subject for negotiation during the next round of collective bargaining between the parties to the collective agreement.

**4.2. Administration Allowances**

*In addition to the foregoing salary, there shall be paid annual allowances in accordance with the following schedule. All sums mentioned are per annum. Any new position created by the Employer pursuant to clause 4.1.1 shall fall into the existing categories of Consultant I or Consultant II.*

**4.2.1.** *For the purposes of determining allowances based on student count, such count shall be September 30 of each school year. Each student from K-12 shall be counted as 1.0 student for this allowance.*

**4.2.2. Principal Allowances**

<i>Number of Students</i>	<i>Effective until June 9, 2022</i>	<i>Effective June 10, 2022, 0.50% Increase</i>	<i>Effective September 1, 2022, 1.25% Increase</i>	<i>Effective September 1, 2023, 2.0% Increase</i>
<i>first 150 students</i>	\$ 102.72	\$ 103.23	\$ 104.52	\$ 106.61
<i>next 125 students</i>	\$ 45.19	\$ 45.42	\$ 45.99	\$ 46.91
<i>next 100 students</i>	\$ 20.53	\$ 20.63	\$ 20.89	\$ 21.31
<i>each student thereafter</i>	\$ 12.34	\$ 12.40	\$ 12.56	\$ 12.81

**4.2.2.1.** *Notwithstanding any other provision in the Collective Agreement, Principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

**4.2.3. Assistant Principal(s) Allowance**

4.2.3.1. The Assistant Principal’s allowance payable shall be one-half the allowance payable pursuant to Clause 4.2.2.

4.2.3.2. Where there is more than one (1) Assistant Principal, a sum equal to ninety (90) per cent of that payable pursuant to Clause 4.2.2 shall be divided between the incumbents in the ratio of their responsibilities.

4.2.3.3. The minimum allowance for Assistant Principal(s) will be adjusted in accordance with current proportionality to the Principal allowance.

**4.2.4. Consultant Annual Allowances:**

Position	Effective until June 9, 2022	Effective June 10, 2022, 0.50% Increase	Effective September 1, 2022, 1.25% Increase	Effective September 1, 2023, 2.0% Increase
Consultant I	\$ 3,449.69	\$ 3,466.94	\$ 3,510.28	\$ 3,580.48
Consultant II	\$ 5,428.09	\$ 5,455.23	\$ 5,523.42	\$ 5,633.89

**4.2.5. Hutterite Colony Teacher Allowance**

4.2.5.1. A teacher of a Hutterite Colony school shall be paid an annual allowance calculated on a per student basis in the school. The teacher shall not be eligible for any other additional allowance set forth in Article 4. The Hutterite Colony allowance is not subject to the minimum allowance in clause 4.2.2.1.

	Effective until June 9, 2022	Effective June 10, 2022, 0.50% Increase	Effective September 1, 2022, 1.25% Increase	Effective September 1, 2023, 2.0% Increase
per student	\$ 90.76	\$ 91.21	\$ 92.35	\$ 94.20

4.2.6. An in-school administrator, who is seconded to Central Office as “Principal at large” shall be entitled to an administrative allowance not less than the one they received prior to the secondment.

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

4.3.1. When, in the absence of the Principal, an Assistant Principal acts in their place for a period of five (5) or more consecutive school days, the Assistant Principal shall be designated as acting Principal effective the sixth (6) consecutive school day and from that date shall be paid as a Principal for the period during which they are so designated.

4.3.2. When, in the absence of the principal and assistant principal, a teacher, when designated as acting principal for a full school day, shall be paid as an assistant principal at 1/200<sup>th</sup> of the assistant principal allowance (\$62.50) for the period during which they are so designated.

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

- 4.4.1.** *A teacher designated as a Principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the 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. Lieu Days for Administrators**

- 4.5.1.** School Based Principals will be granted two (2) paid leave days per school year, at a time mutually agreeable to the principal and superintendent or designate.
- 4.5.2.** School Based Assistant Principals will be granted one (1) paid leave day per school year, at a time mutually agreeable to the assistant principal, principal and superintendent or designate.
- 4.5.3.** Any unused days not taken by June 30 of the school year will be forfeited.

It is understood that the use of paid leave days will not require a substitute except to cover an administrator's teaching assignment.

### **5. SUBSTITUTE TEACHERS**

#### **5.1. Rates of Pay**

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

### **5.1.2. Full Day Rate**

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

**NOTE: EMPLOYER AND LOCAL ATA TO CONFIRM AMOUNTS**

**5.1.2.2.** *Effective June 10, 2022 (0.50 % Increase), substitute teachers' daily rates of pay will be \$201.00 plus six percent (6%) vacation pay of \$12.06 for a total of \$213.06 for each full day of work.*

**5.1.2.3.** *Effective September 1, 2022 (1.25% Increase), substitute teachers' daily rates of pay will be \$215.72 plus two percent (2%) in lieu of benefits \$4.31 for each full day of work.*

**5.1.2.4.** *Effective September 1, 2023 (2.00 % Increase), substitute teachers' daily rates of pay will be \$220.03 plus two percent (2%) in lieu of benefits \$4.40 for each full day of work.*

**5.1.3.** *A substitute teacher shall be paid 60% of the full day rate indicated in clause 5.1.2 for each partial day worked inclusive of holiday pay.*

**5.1.4.** *A teacher who works more than 60% of an instructional day shall receive 100% of the substitute teacher's daily rate (inclusive of holiday pay). If a teacher works two (2) partial day assignments on the same day, they shall receive 100% of the substitute teacher's daily rate of pay (inclusive of holiday pay).*

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

**5.2.1.** *Number of days to go on grid: The rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive days, shall be, effective the sixth (6th) consecutive day, and from that date, according to placement on the salary schedule subject to the terms of this Collective Agreement.*

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

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

#### **Substitute Cancellation**

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

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

## **6. PART TIME TEACHERS**

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

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

- 6.2.1.** *The Employer shall pay salaries to teachers on a part-time contract on a prorata basis.*
- 6.2.2.** *Unless explicitly stated, all salary, leaves and benefits for any teacher working less than full time, shall be prorated according to the teacher's FTE status and benefit eligibility. The forgoing does not change the 90 calendar day period for sick leave and extended disability purposes under section 10.*
- 6.2.3.** *Part-time teachers shall not have their full-time equivalency (FTE) adjusted greater than 0.25 FTE in a school year without mutual agreement of the parties.*

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

- 6.3.1.** *Premiums paid by the Employer in 7.1 will be contributed on a prorata basis for eligible teachers working less than full-time.*
- 6.3.2.** *The Employer will attempt to provide contiguous employment for part-time teachers where reasonably practicable.*

## **7. GROUP BENEFITS**

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

- 7.1.1.** *The Employer shall pay 100% of the cost of the teacher's monthly premiums payable for benefits under the provisions of the Alberta School Employee Benefit Plan (ASEBP) Life Insurance Plan 2 and Extended Disability Plan (D) or equivalent plan. Equivalent plan shall mean at least the same level of benefit coverage and include appeal processes, where applicable.*
- 7.1.2.** *The Employer shall pay 100% of the cost of the teacher's monthly premiums payable for benefits under the provisions of the ASEBP Extended Health Care Benefits (Plan 1) or equivalent plan. Equivalent plan shall mean at least the same level of benefit coverage and include appeal processes, where applicable.*
- 7.1.3.** *The Employer shall pay 100% of the cost of the teacher's monthly premiums payable for benefits under the provisions of the ASEBP Dental Care, Plan No. 3 or equivalent plan. Equivalent plan shall mean at least the same level of benefit coverage and include appeal processes, where applicable.*
- 7.1.4.** *The Employer shall pay 100% of the cost of the teacher's monthly premium payable for benefits under the provisions of the ASEBP - Vision Care, Plan No. 3 or equivalent plan. Equivalent plan shall mean at least the same level of benefit coverage and include appeal processes, where applicable.*



**7.1.5.** *The Employer shall pay 100% of the cost of the teacher's monthly premium payable for benefits under the provisions of the ASEBP Accidental Death and Dismemberment Plan 2 or equivalent plan. Equivalent plan shall mean at least the same level of benefit coverage and include appeal processes, where applicable.*

**7.1.6.** *Where a teacher is responsible for the full cost of premiums for any health plan under this Article, it is the responsibility of the teacher to notify the Employer in writing of their intent to continue coverage under the plan and to arrange for payment of the required premiums. Written notice must be made thirty (30) days prior to the expiry of employer subsidized benefits.*

## **7.2. Group Benefits Eligibility**

**7.2.1.** *The above plans in 7.1 shall be a condition of employment for all eligible teachers.*

**7.2.2.** *Notwithstanding 7.2.1, a teacher may waive participation in the insurance plans under clauses 7.1.2, 7.1.3 and 7.1.4, if the teacher provides proof of alternate coverage through their spouse or alternate coverage due to treaty status.*

## **7.3. Health Spending Account and Wellness Spending Account**

**7.3.1.** *Upon approval from ASEBP as to date of commencement, the Employer will establish for each eligible Teacher a Health Spending Account and Wellness Spending Account (HSA/WSA) that adheres to Canada Revenue Agency (CRA) requirements. The Employer will contribute annually an amount of \$725 for each full-time eligible Teacher. This contribution shall be prorated for Teachers employed less than full-time with the Employer. The unused balance will be carried forward for a total accumulation of two years. Teachers leaving the employ of the Employer will forfeit any remaining balance.*

**7.3.2.** *The Health Spending Account is to be administered in accordance with SPERD guidelines including payment during the health related portion of maternity and the first 24 months of Extended Disability.*

## **7.4. Other Group Benefits**

**7.4.1.** Employment Insurance (E.I.) Rebates

**7.4.1.1.** *The Employer shall retain all E.I. rebates required by Human Resources Development Canada.*

**7.4.2.** *Early Retiree Group Insurance Package*

**7.4.2.1.** *Notwithstanding clause 7.2 and subject to ASEBP regulations, when a teacher participating in the ASEBP Early Retiree package is employed on a temporary/interim contract by the Employer, the teacher may remain on their ASEBP Early Retiree group insurance package.*

**7.4.2.2.** *The Employer agrees to share the premium contribution associated with the Teacher's Early Retiree package on the same percentage contribution as provided in articles 7.1.1, 7.1.2, 7.1.3 and 7.1.4 and using the same proration method as provided in clause 6.3.*

**7.4.2.3.** *Where the teacher elects to remain on their ASEBP Early Retiree package of group insurance plans, the Employer agrees to share the premium contributions*

*associated with the Teacher's Early Retiree package on the same percentage contribution as provided in Articles 7.1.1, 7.1.2, 7.1.3 and 7.1.4 and using the same proration method as provided in clause 6.3.*

#### **7.4.3. ATA Group RRSP**

**7.4.3.1.** *The Employer will provide teachers the ability to access the ATA group savings plan through payroll deductions.*

## **8. CONDITIONS OF PRACTICE**

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

**8.1.1.** *Effective until August 31, 2022, teacher instructional time will be capped at 907 hours per school year 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 will be capped at 1200 hours per school year.*

### **8.2. Assignable Time Definition**

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

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

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

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

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

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

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

- 8.3.1. *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the Employer.*
- 8.3.2. *When reasonable, this break shall occur in the middle of the assignment.*
- 8.3.3. *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

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

- 8.4.1. *No teacher will be required to render services for more than 200 days in any school year.*
- 8.4.2. *Notwithstanding Clause 8.4.1, teachers designated as administrative or supervisory personnel will so organize their work that their school and/or functional responsibilities will be ready for operation on the opening day of school of each school year.*
- 8.4.3. *The Employer shall provide a minimum of one hour per month for staff meetings during an operational day.*

## **9. PROFESSIONAL DEVELOPMENT**

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

- 9.1.1. *Teacher Professional Growth Plans will consider but will not be required to include the Employer's goals.*
- 9.1.2. *The teacher professional growth process, including discussions between the teacher and Principal on the professional growth plans, will continue to take place.*
- 9.1.3. *Employers and/or schools are not restricted in developing their own staff development plan in which the Employer and/or school may require teachers to participate.*

## **9.2. Professional Improvement Leave**

- 9.2.1.** *Professional Improvement Leave shall mean a leave of absence granted by the Employer at its discretion on application by a teacher for study designed to improve the teacher's academic or professional education.*
- 9.2.2.** *To be eligible for professional improvement leave the teacher shall have served the Employer for a minimum of five (5) years. The Employer, however, may grant a professional improvement leave to a teacher regardless of years of service with the Employer.*
- 9.2.3.** *A teacher who is granted professional improvement leave shall, as part of the initial request for leave, give an undertaking in writing to return to their duties following the expiration of their leave and shall not resign or retire from teaching service, other than by mutual agreement between the Employer and the teacher, for a period of two (2) years after resuming duties. Should a teacher fail to comply with this clause they shall repay the allowance on a prorata basis as described in the undertaking in writing.*
- 9.2.4.** *All applications for professional improvement leave for a full year or for a semester shall be submitted to the Employer by March 1 preceding the school year in which the professional improvement leave is to commence. All applications for professional improvement leave for the spring session shall be submitted by December 31 preceding the session in respect of which the application is made.*
- 9.2.5.** *The Employer, after reviewing the applications, shall notify by April 1, following the deadline for application as to whether or not the applicant is granted professional improvement leave.*
- 9.2.6.** *A teacher who is granted professional improvement leave for the year shall receive a salary equal to 70% of minimum of Category 4 on the salary grid payable in ten (10) equal installments on the last day of each month. The teacher will be responsible for the full amount of premiums associated with any benefit plans the teacher is participating in.*
- 9.2.6.1.** *Professional improvement leave may be granted for spring classes at university. A teacher granted such leave, shall receive as salary twenty (20) percent of the annual professional improvement leave allowance in two (2) equal monthly installments.*
- 9.2.7.** *Prior to leave being granted, the Employer and the teacher shall agree to the terms and conditions of resumption of duties on the part of the teacher.*

## **10. SICK LEAVE**

- 10.1.** *During the first (1st) year of employment with the Employer, each teacher shall be granted twenty (20) days of sick leave credits on the basis of two (2) days per month. After completion of one (1) year of employment with the Employer, a teacher shall be granted ninety (90) calendar days of sick leave credits provided continuity of employment remains unbroken.*
- 10.1.1.** *During the first (1st) year of employment, should sick leave exceed the number of days of sick leave entitlement, resulting in salary deduction, subsequent accumulated sick leave entitlement, in the same school year, shall be applied and any salary adjustments required shall be made on the last cheque issued to the teacher for the current school year.*

- 10.1.2.** *After one (1) year of continuous service, a teacher who returns to duty after absence due to illness shall be credited with ninety (90) calendar days of sick leave credits.*
- 10.1.2.1.** *Notwithstanding clause 10.1.2, a teacher, upon returning to duty from a period of sick leave in excess of three (3) consecutive teaching days but less than ninety (90) consecutive calendar days will, if that teacher does not take any sick leave for the same condition during the first ten (10) consecutive teaching days following return to duty thereafter, have their sick leave entitlement reinstated to ninety (90) calendar days. If sick leave is taken during the first ten (10) consecutive teaching days following return to duty, sick leave shall only be available to the extent of the unused portion of the initially available ninety (90) calendar days.*
- 10.2.** *If a teacher is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability, or a sickness for a period or periods exceeding their sick leave credits, the teacher shall be paid their salary to the extent of the sick leave which stands to their credit, and their sick leave shall then be reduced accordingly.*
- 10.3.** *If a teacher is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability, or sickness for a period of more than three consecutive teaching days, the teacher shall be required to present a medical certificate.*
- 10.4.** *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability, or sickness for a period of three consecutive teaching days or less may be required to present a signed statement giving the reason for such absence.*
- 10.5.** *The Employer, at its expense, may require a medical examination by a medical practitioner of its choice.*
- 10.6.** *When a teacher has been absent on sick leave in excess of 20 consecutive school days and wishes to return to work, the teacher may be required by the Employer to provide medical evidence stating that the teacher is fit to perform regular duties.*
- 10.7.** *A teacher who meets the qualifying period for Extended Disability benefits under the Alberta School Employee Benefit Plan shall apply for such benefits and shall not be eligible to receive sick leave benefits under this article.*
- 10.8.** *Medical certificates and/or statements shall provide enough information for an informed decision to be made both as to the leave itself and the date of re-evaluation or return to work.*

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

### **11.1. *Maternity Leave***

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

*the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*

**11.1.4.** *The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*

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

## **11.2. Parental Leave**

**11.2.1.** *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*

**11.2.2.** *Parental leave shall be without pay and benefits except as provided in clause 11.3.*

**11.2.3.** *The teacher shall give the Employer at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*

**11.2.4.** *The teacher may terminate the leave at any time. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*

**11.2.5.** *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

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

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

**11.3.1.** *The Employer shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*

**11.3.2.** *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*

**11.3.3.** *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*

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

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

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

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

**11.4.2.** *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Employer to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*

**11.4.3.** *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Employer portion of the benefit premiums.*

**11.4.4.** *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*

**11.4.5.** *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*

**11.4.6.** *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

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

### **12.1.**

- a)** *Teachers shall be eligible to earn two personal leave days per school year. The first personal leave day may be taken without deduction and the second day shall be at full pay less a deduction equivalent to the cost of a substitute including benefits. The deduction for a substitute shall be regardless of whether or not a substitute is retained.*
- b)** *To qualify for personal leave, a teacher must provide a minimum of 5 continuous months of service under contract(s) in a school year with this Employer. Teachers may use the personal leave days in advance of completing five continuous months of employment. However, if they leave prior to completion of the five month period, the*

*cost of the personal leave days advanced shall each be recovered from their final pay cheque at 1/200 of their salary.*

- c) Those teachers on continuing contracts who have less than 5 months of continuous service in a school year shall remain eligible for two personal leave days less a deduction equivalent to the cost of a substitute, including benefits, regardless of whether or not a substitute is required.*
- d) An eligible teacher may accumulate the unused portion of personal leave as granted in 12.1 a) above to a maximum of five (5) days. An eligible teacher may accumulate the unused portion of personal leave as granted in 12.1(a) above to a maximum of five (5) days. Accumulated days, when used from the accumulated bank, will be paid out on the basis of how the personal days were earned, however only one (1) personal day without deduction can be in the accumulated bank at any one time.*
- e) The granting of personal leave will be subject to program needs and the interests of the school, at a time mutually agreeable to the teacher, the Principal and the Superintendent.*
- f) Wherever possible, the teacher accessing personal leave under this clause shall provide two weeks` notice of the request.*
- g) Personal leave under this clause may not be taken on a PD day.*
- h) Personal days shall not result in an absence greater than three (3) consecutive work days, without the prior approval of the Superintendent or designate.*
- i) Unpaid leave in excess of thirty consecutive days and extended leave of more than sixty consecutive days shall not be counted as service towards the earning of personal leave.*

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

*Effective until August 31, 2022*

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



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

*Effective September 1, 2022*

**13.1.** *The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this article by providing advance notice when possible and committing to making best efforts in resolving challenges.*

**13.2.** *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

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

**13.4.** *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.*

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

## **14. OTHER LEAVES**

*Teachers leaving the employ of the Employer will forfeit any remaining balance of all accumulated leaves.*

### **14.1. Critical Illness Leave**

**14.1.1.** *Temporary leave of absence necessitated by critical illness of spouse, parents, or children shall be granted by the Employer, with pay, for a time up to and including five (5) operational days.*

**14.1.2.** *Temporary leave of absence necessitated by critical illness of a brother, sister, parents of spouse, brother or sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or*

*grandparent of spouse, shall be granted by the Employer, with pay, for a time up to and including three (3) operational days.*

**14.1.3.** *For purposes of Clause 14.1 critical illness shall mean a life threatening illness that presents an immediate threat to life in palliative care situations or requiring intensive care hospitalization and shall be determined by a certificate from a medical doctor if required by the Employer.*

#### **14.2. Bereavement Leave**

**14.2.1.** *Temporary leave of absence necessitated by death of spouse, parents, or children shall be granted by the Employer, with pay, for a time up to and including five (5) operational days.*

**14.2.2.** *Temporary leave of absence necessitated by death of a brother, sister, parents of spouse, brother or sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or grandparent of spouse, shall be granted by the Employer, with pay, for a time up to and including three (3) operational days. Additional compassionate leave where required, may be granted upon application to the Employer.*

**14.2.3.** *Temporary leave of absence to attend the funeral of an aunt, uncle, niece or nephew shall be granted by the Employer, with pay less the cost of a substitute for a time up to and including one (1) day.*

#### **14.3. Paternal Leave**

**14.3.1.** *The Employer shall grant one (1) day with full pay and benefits for paternal leave.*

#### **14.4. Family Medical Leave**

**14.4.1.** *Leave of absence without loss of salary shall be granted:*

- a)** *For a maximum of three (3) days per school year with full pay for necessary family medical attention, provided that the teacher's number of sick leave credits, as granted by Clause 10, is reduced by a corresponding amount. A medical certificate shall be provided in order to establish eligibility for benefits under this clause. The definition of family is to include son, daughter, spouse, parents and any dependent residing in the immediate household.*

#### **14.5. Family Needs Leave**

**14.5.1.** *A teacher on a continuous or probationary contract shall be granted one (1) day leave of absence per school year, without loss of salary, for the purpose of supporting your family when taking care of your obligations/needs, where the assistance of the teacher is required. Any absence from the work site for family needs leave shall be recorded as such. The reduction in the entitlement for each occurrence of family needs leave shall be a minimum of one-half day.*

**14.5.2.** *For the purpose of clause 14.5.1 "family" means your family, including the teacher's spouse, child, parent, or someone whom the teacher has legal guardianship over.*

**14.5.3.** *Without prior approval of the Superintendent or designate, this Family Needs Leave day shall not be combined with personal leave to create an absence greater than three (3) consecutive work days.*

**14.6. Jury Duty/Court Appearance Leave**

**14.6.1.** *Leave of absence without loss of salary shall be granted:*

- a) *For jury duty or any summons related thereto;*
- b) *To answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, provided that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and/or expenses) set forth by the court or other body, and further provided that the teacher is not charged with any offense.*

**14.7. General Discretionary Leave**

**14.7.1.** Additional leaves of absence may be granted by the Employer, with or without pay and/or Employer contributions to benefits, at the discretion of the Employer.

**14.8. Inclement Weather**

**14.8.1.** When a teacher deems road conditions to be unsafe, unless a general leave is declared by the Superintendent or the Board, teachers unable to report to work due to inclement weather and impassable roads for any portion of the day or a full day shall be provided with an Inclement Day absence. They will have their pay deducted at the cost of a substitute for the full day regardless whether or not a substitute is retained.

**14.8.2.** In the event of a road closure in the Division by the RMP affecting a teacher's travel to their workplace, the Superintendent may authorize those affected staff not to report to their workplace, to postpone their journey to work, or to work online at home.

**14.8.3.** Where roads are reopened during the workday, the teacher is expected to attend at their place of work. If a teacher fails to attend in this instance, they will be deducted as per the provisions of 14.8.1

**14.9. Deferred Salary Leave:**

**14.9.1.** The Employer will establish a Deferred Salary Leave Plan, which adheres to Canada Revenue Agency requirements.

**15. GRIEVANCE PROCEDURE**

*Subject to Letter of Understanding on Interim Grievance Procedure, current article 15 and 16 in the 2018-2020 Collective Agreement apply until date of ratification of local agreements.*

**15.1.** *This procedure applies to differences:*

- 15.1.1.** *about the interpretation, application, operation or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
- 15.1.2.** *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*
- 15.2.** *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3.** *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the Superintendent or designate and the Associate Coordinator- Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence/event giving rise to the grievance.*
- 15.4.** *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association or the Employer and shall contain the following:*
- 15.4.1.** *the name(s) of the parties aggrieved;*
- 15.4.2.** *a statement of facts giving rise to the grievance;*
- 15.4.3.** *the article(s) of the agreement that are alleged to have been violated; and,*
- 15.4.4.** *the remedy or correction being sought.*
- 15.5.** *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the Employer, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.*
- 15.5.1.** *When requested by TEBA, the Employer shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6.** *Representatives of the Employer and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1.** *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7.** *The Association will give advance notice to the Employer when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Employer portion of statutory benefit contributions, as per clause 13.2. The Employer will give advance notice to the Association when a representative of the Employer affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the Employer against a teacher, the Employer shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8.** *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in 15.6 to formally respond to the grievance.*
- 15.9.** *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10.** *Only the Employer and/or the Association may convey a grievance to arbitration.*

- 15.11.** *The Employer and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12.** *By mutual consent, the parties may agree to convene a three member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1.** *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13.** *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14.** *The arbitrator/arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator/arbitration board shall make any order they consider appropriate.*
- 15.15.** *The findings, decision, and award of the arbitrator/arbitration board is final and binding on:*
- 15.15.1.** *the Employer and the Association; and,*
- 15.15.2.** *Teachers covered by the Collective Agreement who are affected by the award.*
- 15.16.** *TEBA Involvement in Grievance Proceedings*
- 15.16.1.** *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the Employer.*
- 15.16.2.** *At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the Employer.*
- 15.16.2.1.** *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.*
- 15.16.2.2.** *Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*
- 15.16.2.3.** *Within five (5) operational days of the meeting set out in 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*
- 15.16.3.** *In the event that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2. TEBA will provide written notice to the Superintendent or designate and the Associate Coordinator-Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*

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

**15.17. Optional Mediation Process**

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

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

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

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

**15.18. Administration**

**15.18.1.** *All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays and statutory holidays. For the purposes of this article, an "operational" day is an instructional or non-instructional day in the Employer's school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.*

**15.18.2.** *In the event, at any stage of this procedure (except clause 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*

**15.18.3.** *The time limits in this article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.*

**15.18.4.** *At any point the grievance may be resolved through terms mutually agreed upon by the parties. Any agreed to resolution is binding on the signatories to the resolution.*

**16. EMPLOYMENT**

**16.1. Transfers**

**16.1.1.** *Where the Employer initiates a teacher's transfer, notwithstanding school closure, to another school, the Employer shall pay the reasonable moving expenses, not to exceed \$1,500.00, from the school or residence, whichever is closer (in excess of 90 km one way), necessarily incurred by the teacher and the teacher's family as a result of such transfer, provided that such transfer requires a change of residence.*

## **16.2. Probationary Period**

**16.2.1.** A continuing contract shall be issued to teachers who have completed one year of service with the Employer, provided they are recommended by the Superintendent and approved by the Employer.

## **16.3. Travel Expenses**

**16.3.1.** When a teacher is required to travel from one school to another during the school day as a condition of employment, excluding teacher in-services and field trips, where travel is greater than ten (10) kilometers, the teacher will be reimbursed for mileage between schools at a rate set by the Employer.

## **16.4. Subrogation**

### **16.4.1.**

- a)** Cost of Absence means the total remuneration paid by the Employer during a period when the teacher was absent from work.
- b)** Interest means interest calculated in accordance with the provisions of the Alberta Judgment Interest Act, SA 1984, c.J-0.5 and amendments and regulations thereto.
- c)** Judgment or Settlement means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
- d)** Remuneration means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.
- e)** Teacher means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

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

- a)** the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;
- b)** the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
- c)** the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
- d)** the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and

information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;

- e) the teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
- f) upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
- g) the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
- h) the Employer's consent to settlement shall not be unreasonably withheld.

**16.4.3.** When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest, less a proportionate share of legal fees payable thereon by the teacher to their solicitor with respect to such recovery.

**16.4.4.** When as a result of a judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest, less a proportionate share of legal fees payable thereon by the teacher to their solicitor with respect to such recovery.

**16.4.5.** The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of clause 16.4.

**16.4.6.** In exercising any of its rights under clause 16.4, the Employer shall have due regard for the interests of the teacher.

IN WITNESS THEREOF the parties have executed this Collective Agreement by affixing the signatures of their proper officers on their behalf on the date(s) as set out below.

Signed on \_\_\_\_\_, 20\_\_

Signed on \_\_\_\_\_, 20\_\_

On Behalf of the Association

On Behalf of the Employer

\_\_\_\_\_

Board Chair

Secretary-Treasurer

\_\_\_\_\_

\_\_\_\_\_



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Signed on \_\_\_\_\_, 20\_\_

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Associate Coordinator of Teacher Welfare

**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 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*
  - 15.16.3 *In the event that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2. TEBA will provide written notice to the Superintendent or designate and the Associate Coordinator-Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*
  - 15.16.4 *In instances where TEBA assumes carriage over a grievance process, all references to Employers in this article shall be read to apply to TEBA.*
- 15.17 *Optional Mediation Process*
- 15.17.1 *The parties may mutually agree at any point in the Grievance Procedure to engage in a non-binding mediation process to attempt to resolve the grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.*
  - 15.17.2 *The mediator shall be appointed by mutual agreement of the parties and the expenses of the mediator shall be equally borne by the parties. If the parties cannot reach agreement on a mediator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

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

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

#### 15.18 *Administration*

15.18.1 *All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays and statutory holidays. For the purposes of this article, an "operational" day is an instructional or non-instructional day in the Employer's school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.*

15.18.2 *In the event, at any stage of this procedure (except clause 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*

15.18.3 *The time limits in this article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.*

15.18.4 *At any point the grievance may be resolved through terms mutually agreed upon by the parties. Any agreed to resolution is binding on the signatories to the resolution.*

**LETTER OF UNDERSTANDING #3**

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

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

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

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

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



**LETTER OF UNDERSTANDING # 4**

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

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

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

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

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

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

**LETTER OF UNDERSTANDING #5**

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

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

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

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING #7**

### **DUTY TO ACCOMMODATE**

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

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

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

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

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

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

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

**NOW THEREFORE THE PARTIES AGREE THAT:**

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

**LETTER OF UNDERSTANDING #9**  
**EXPERIENCE FORM**

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

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

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

**TEACHING EXPERIENCE FORM**

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

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

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

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

**Teaching Experience**

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

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

**School Division Contact**

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

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

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

**APPENDIX A—Teaching Experience Provisions**

**3.4 Experience**

*Teachers shall:*

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

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

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



- 3.4.3 *A teacher shall be granted only one (1) experience increment during 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 3.4.19 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

***LOCAL LETTER OF INTENT ON TRANSFER POLICY***

An administrative procedure on a transfer policy will be developed in the 2023-24 school year by an advisory committee comprised of 4 members. Two members will be appointed by the Board and two members will be appointed by ATA Local 25.

This letter of understanding expires June 30, 2024.

## **LOCAL LETTER OF UNDERSTANDING PROFESSIONAL DEVELOPMENT FUND PILOT**

### **Professional Development Fund (PDF) Pilot**

The PDF is a district pilot that will exist starting November 1, 2023 and shall end June 30, 2025 unless extended on mutual agreement of the Employer and the Local.

Effective November 1, 2023, an amount of twenty-five thousand dollars (\$25,000) will be provided for purposes of supporting this pilot for professional development activities and release time through funding of related substitute days.

The purpose of the fund is to support individual teacher PD needs that are not being adequately addressed at the school level. The PDF is to support costs incurred in professional development activities or resources related to the Division goals, school goals or the individual teacher's professional growth plan.

Expenses from the fund will be processed by the Employer and will be according to Employer policies on eligible expenses, rates and reimbursement.

Fund allocation decisions will be administered by the Professional Development Fund Committee. The Committee shall establish guidelines for the administration of the fund and ensure that regular operations of the school are not unduly disturbed. Membership of the Professional Development Fund Committee shall consist of two Employer representatives and two Local representatives. Each party shall be responsible for the payment of the attendance and associated costs of their respective representatives on the committee.

The Committee shall provide an annual evaluation report of the pilot to both the Employer and the Local.

Fund allocation decisions shall be based on an application form to be developed by the Professional Development Fund Committee. All applications must be approved by a teacher's principal. Post-secondary tuition shall not be eligible under this program.

Where the Committee is unable to come to a decision regarding a request for the approval of applications or the distribution of funds, the superintendent or designate will have the final decision. The decision of the committee and / or the superintendent or designate will not be subject to the grievance arbitration procedure.

Only active teachers on a probationary or continuous contract at time of the professional development activity may apply to the Fund.

Unused funds at the end of this pilot will be remitted back to the employer.