

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 BATTLE RIVER SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024



<u>ARTICLE</u>	<u>PAGE</u>
1. APPLICATION / SCOPE.....	3
2. TERM.....	5
3. SALARY.....	8
4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE.....	13
5. SUBSTITUTE TEACHERS.....	18
6. PART TIME TEACHERS.....	20
7. GROUP BENEFITS.....	20
8. CONDITIONS OF PRACTICE.....	22
9. PROFESSIONAL DEVELOPMENT.....	23
10. SICK LEAVE.....	25
11. MATERNITY, ADOPTION AND PARENTAL LEAVE.....	26
12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE.....	29
13. ASSOCIATION LEAVE AND SECONDMENT.....	29
14. OTHER LEAVES.....	30
15. GRIEVANCE PROCEDURE.....	32
16. EMPLOYMENT.....	36
SIGNATURE PAGE.....	38
<i>LETTERS OF UNDERSTANDING—CENTRAL</i>	39
LETTERS OF UNDERSTANDING: LOCAL.....	55

This Collective Agreement is made this ____ of _____, 2023 between The Battle River School Division (“School Division”) and The Alberta Teachers’ Association (“Association”).

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

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

WHEREAS the parties have set these matters forth in the Collective Agreement to govern the terms of employment of the said teachers.

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

1. APPLICATION / SCOPE

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

1.2. Excluded Positions

- 1.2.1. Superintendent
- 1.2.2. Chief Deputy Superintendent
- 1.2.3. Deputy Superintendent
- 1.2.4. Assistant Superintendent
- 1.2.5. Associate Superintendent
- 1.2.6. Manager / Director of Human Resources
- 1.2.7. Director

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

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

- 1.4.1. *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any Collective Agreement with respect to central terms; and*
- 1.4.2. *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*

1.5. Role of TEBA

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

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

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

1.8. *This Collective Agreement cancels all former Collective Agreements and all provisions appended thereto.*

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

1.10. Structural Provisions

1.10.1. Teacher-Superintendent Liaison Committee

The Superintendent or designate will meet at least once per year with the ATA Local 32 President or designate. The purpose of these meetings is intended to serve as a means of communication and collaboration outside the context of collective bargaining.

1.10.2. Pilot Project: Conditions of Practice of Hutterite Colonies

The School Division and the ATA Local 32 will create a joint committee to study and report on the unique working conditions in Hutterite Colonies. This study will be completed in the 2023/24 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 six (6) months and not more than eight (8) months before the expiry of the then existing Collective Agreement and shall be initiated by a written notice from the Association or TEBA to the other.*

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

2.3. Central Matters Bargaining

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

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

2.4. Local Bargaining

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

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

2.5. Bridging

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

a) a new Collective Agreement is concluded, or

b) a strike or lockout commences under Division 13 of Part 2 of the Labour

Relations Code during local bargaining.

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

2.6. Meet and Exchange

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

2.7. Opening with Mutual Agreement

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

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

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

/ Registered Retirement Savings Plan (RRSP) utilization rates;

2.8.2.3. Most recent School Division financial statements;

2.8.2.4. Total benefit premium cost;

2.8.2.5. Total substitute teacher cost; and,

2.8.2.6. Total allowances cost.

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

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

2.8.1.1. Name;

2.8.1.2. Certificate number;

2.8.1.3. Home address;

2.8.1.4. Personal home phone number;

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

2.8.1.6. Contract type;

2.8.1.7. Full time equivalency (FTE); and,

2.8.1.8. Salary grid placement.

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

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

2.8.2.1. HSA / WSA / RRSP utilization rates;

2.8.2.2. Most recent School Division financial statements;

2.8.2.3. Total benefit premium cost;

2.8.2.4. Total substitute teacher cost;

2.8.2.5. Total Principal / Vice Principal / Assistant Principal allowance cost;

2.8.2.6. Total other allowance cost; and,

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

3. SALARY

3.1. Salary Pay Date/Schedule

- 3.1.1. Except for substitute teachers, each teacher shall be paid one-twelfth (1/12) of their annual rate of salary per month.
- 3.1.2. Teachers shall have their salary payments transferred directly to their bank for deposit purposes. Staff are required to have an account available for direct deposit. The provisions of this article shall also apply to substitute teachers.
- 3.1.3. Salary payments shall be made on the closest banking day on or prior to the twenty-sixth (26) day of each month.
- 3.1.4. Substitute teachers shall be paid not later than the tenth (10) day of the month following the days taught provided the necessary payroll information is submitted no later than the third (3) calendar day of that month.

3.2. Grid

- 3.2.1. The School Division shall pay all teachers the salaries as herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.
- 3.2.2. One (1) month's salary shall be one-twelfth (1/12) part of the annual salary at the rate in effect that month.
- 3.2.3. The years of teacher education of a teacher and the years of teaching experience as computed in clauses 3.3 and 3.4 hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Division. The following are the salary rates for each year of teacher education and each year of teaching experience.

3.2.4. Salary Grid

3.2.4.1. Effective until June 9, 2022

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 59,402	\$ 62,858	\$ 66,769
1	\$ 62,887	\$ 66,345	\$ 70,257
2	\$ 66,374	\$ 69,833	\$ 73,741

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
3	\$ 69,857	\$ 73,320	\$ 77,233
4	\$ 73,350	\$ 76,807	\$ 80,720
5	\$ 76,839	\$ 80,296	\$ 84,207
6	\$ 80,323	\$ 83,781	\$ 87,695
7	\$ 83,810	\$ 87,268	\$ 91,182
8	\$ 87,304	\$ 90,762	\$ 94,670
9	\$ 90,786	\$ 94,246	\$ 98,159
10	\$ 94,276	\$ 97,733	\$ 101,646

3.2.4.2. Effective June 10, 2022, 0.50% Increase

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 59,699	\$ 63,172	\$ 67,103
1	\$ 63,201	\$ 66,677	\$ 70,608
2	\$ 66,706	\$ 70,182	\$ 74,110
3	\$ 70,206	\$ 73,687	\$ 77,619
4	\$ 73,717	\$ 77,191	\$ 81,124
5	\$ 77,223	\$ 80,697	\$ 84,628
6	\$ 80,725	\$ 84,200	\$ 88,133
7	\$ 84,229	\$ 87,704	\$ 91,638
8	\$ 87,741	\$ 91,216	\$ 95,143
9	\$ 91,240	\$ 94,717	\$ 98,650
10	\$ 94,747	\$ 98,222	\$ 102,154

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

3.2.4.3. Effective September 1, 2022, 1.25% Increase

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 60,445	\$ 63,962	\$ 67,942
1	\$ 63,991	\$ 67,510	\$ 71,491
2	\$ 67,540	\$ 71,059	\$ 75,036
3	\$ 71,084	\$ 74,608	\$ 78,589
4	\$ 74,638	\$ 78,156	\$ 82,138
5	\$ 78,188	\$ 81,706	\$ 85,686
6	\$ 81,734	\$ 85,252	\$ 89,235
7	\$ 85,282	\$ 88,801	\$ 92,783

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
8	\$ 88,837	\$ 92,356	\$ 96,333
9	\$ 92,380	\$ 95,901	\$ 99,883
10	\$ 95,932	\$ 99,449	\$ 103,431

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

3.2.4.4. Effective September 1, 2023, 2.00% Increase

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 61,654	\$ 65,241	\$ 69,300
1	\$ 65,271	\$ 68,860	\$ 72,921
2	\$ 68,890	\$ 72,481	\$ 76,537
3	\$ 72,506	\$ 76,100	\$ 80,161
4	\$ 76,131	\$ 79,719	\$ 83,780
5	\$ 79,752	\$ 83,340	\$ 87,400
6	\$ 83,368	\$ 86,957	\$ 91,020
7	\$ 86,988	\$ 90,577	\$ 94,639
8	\$ 90,614	\$ 94,203	\$ 98,259
9	\$ 94,228	\$ 97,819	\$ 101,881
10	\$ 97,850	\$ 101,438	\$ 105,500

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

3.3. Education

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

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

3.3.3. *For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four (4) years education.*

3.3.3.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-*

mentioned adjustment dates in clause 3.3.2.

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

3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within sixty (60) operational days from the date of completion of education or commencement of employment.*

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

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

3.4. Experience

Teachers shall:

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

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

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

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

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

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

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

Prior Experience

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

a) *Until proof of experience is submitted to the Superintendent or designate, all*

teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.

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

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

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

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

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

Effective until June 9, 2022

3.4.01. *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure from the 2018-2020 Collective Agreement.*

Effective June 10, 2022, repeal 3.4.10

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

3.5. Special Considerations for Other Education and Experience (Vocational)

3.5.1. *A vocational teacher is any teacher who has acceptable trade certification or its*

equivalent, a valid Alberta teaching certificate and teaching a minimum of fifty per cent (50%) in the area of trade certification.

- 3.5.2. *In the case of vocational teachers, the School Division shall have the right to determine the initial grid placement as they deem reasonable and necessary. Initial grid placement shall be no less than:*
- a) *One (1) year of experience for each year of vocational experience up to a maximum of seven (7) years; and*
 - b) *After the seventh year, one (1) year of experience for every two (2) years of vocational experience.*
- 3.5.3. *Vocational experience for clause 3.5.2 shall be that experience gained following the date a candidate attains journeyman status or equivalent and further, such experience must be in the vocational area that the candidate is registered in while pursuing the university vocational education program.*
- 3.5.4. *The gross salary of such placement shall not exceed the maximum salary for the year of teacher training for which the teacher qualifies as assessed by the evaluation authority as provided in clause 3.3.1.*
- 3.5.5. *Teachers teaching in an area of journeyman certification and holding journeyman's qualifications or the equivalent which have not been recognized under clause 3.3.1 shall be granted one year of teacher education for such qualifications.*
- 3.5.6. *Once placed on a salary schedule, vocational teachers shall in the same manner as other teachers move vertically down the grid as their experience increases and horizontally across as their years of teacher training increases.*

3.6. Other Rates of Pay

3.6.1. Service Outside the Operational Calendar

Teachers, excluding administrators, who provide service to the School Division outside of the regular school calendar at the request of the School Division shall be compensated at a rate of one two-hundredth (1/200th) per full day or one four-hundredth (1/400th) per half day (less than three (3) hours).

- 3.6.2. Except where a teacher agrees otherwise, a teacher required by the School Division to travel by automobile to two (2) or more schools in one (1) instructional day in the performance of their duties shall be reimbursed at the kilometrage rate for trustees of the School Division.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations / Positions

- 4.1.1. When the School Division creates an administrative position not currently provided for under article 4, the School Division will negotiate an allowance with

the Teacher Welfare Committee's negotiating subcommittee before advertising and filling such position. If, after ten (10) days from the time notice is given to the Teacher Welfare Committee, no agreement is reached, the School Division may proceed to fill the position with the understanding that the amount of the allowance will be on the bargaining table at the next round of salary negotiations.

4.2. Administration Allowances

In addition to the foregoing salary, there shall be paid additional allowances in accordance with the following schedule:

4.2.1. Principal's Allowance

4.2.1.1. *Each Principal shall receive an allowance per annum, calculated according to the following table. Student count for purposes of calculated administrative allowances shall be that count as of September 30 in each school year.*

4.2.1.2.

Allowance	Effective until June 9, 2022	Effective June 10, 2022	Effective September 1, 2022	Effective September 1, 2023
		0.50% Increase	1.25% Increase	2.00 % Increase
Baseline Allowance (1 – 399 students)	\$ 22,000	\$ 22,110	\$ 22,386	\$ 22,834
400 – 699 students	\$ 27,000	\$ 27,135	\$ 27,474	\$ 28,023
700 + students	\$ 30,000	\$ 30,150	\$ 30,527	\$ 31,138

4.2.1.3. *Where the early childhood services program is part of the regular school program under the jurisdiction of the School Division, each pupil shall be counted as point-six (0.6) of a student for purposes of administrative allowances.*

4.2.1.4. *Where pupils receive a portion of their instruction in a second (2) school, each pupil shall be counted as point-one (0.1) of a student in the count for administrative allowances in the second (2) school. The sending school will not be reduced by any amount.*

4.2.1.5. *Notwithstanding any other provision in the Collective Agreement, Principals shall receive a minimum allowance of twenty-five thousand (\$25,000) annually, prorated based on FTE.*

4.2.2. Assistant Principal's Allowance

4.2.2.1. *The Assistant Principal allowance will be fifty per cent (50%) of the*

Principal's allowance.

- 4.2.2.2. *Where there is more than one (1) Assistant Principal, a sum equal to one hundred per cent (100%) of the Principal's allowance shall be divided between them as agreed by the Principal and Assistant Principals within that school. Where agreement cannot be reached, the Assistant Principal allowance will be divided between them in the ratio of their assigned administrative time allotment.*
- 4.2.2.3. *The minimum allowance for Assistant Principals will be adjusted in accordance with current proportionality to the Principal allowance.*

4.2.3. Division Principal's Allowance

- 4.2.3.1. *A Principal seconded to act as Division Principal shall receive the current Principal's allowance assigned to the school from which that Principal was seconded.*

4.2.4. Division Assistant Principal's Allowance

- 4.2.4.1. *Each Division Assistant Principal shall receive fifty per cent (50%) of the allowance per annum as outlined in clause 4.2.2.1.*

4.2.5. Department Heads, Consultant and Coordinator Allowances

4.2.5.1. Department Head Allowance

- 4.2.5.1.1. *Effective until June 9, 2022, three thousand nine hundred six dollars and thirty-one cents (\$3,906.31).*
- 4.2.5.1.2. *Effective June 10, 2022, 0.50% increase, three thousand nine hundred twenty-five dollars and eighty-four cents (\$3,925.84).*
- 4.2.5.1.3. *Effective September 1, 2022, 1.25% increase, three thousand nine hundred seventy-four dollars and ninety-one cents (\$3,974.91).*
- 4.2.5.1.4. *Effective September 1, 2023, 2.00% increase, four thousand fifty-four dollars and forty-one cents (\$4,054.41).*

4.2.5.2. Consultant Allowance

- 4.2.5.2.1. *Effective until June 9, 2022, five thousand six hundred eight dollars and thirty-six cents (\$5,608.36).*
- 4.2.5.2.2. *Effective June 10, 2022, 0.50% increase, five thousand six hundred thirty-six dollars and forty cents (\$5,636.40).*

4.2.5.2.3. Effective September 1, 2022, 1.25% increase, five thousand seven hundred six dollars and eighty-six cents (\$5,706.86).

4.2.5.2.4. Effective September 1, 2023, 2.00% increase, five thousand eight hundred twenty dollars and ninety-nine cents (\$5,820.99).

4.2.5.3. Coordinator Allowance

4.2.5.3.1. Effective until June 9, 2022, ten thousand nine hundred forty-six dollars and ninety-nine cents (\$10,946.99).

4.2.5.3.2. Effective June 10, 2022, 0.50% increase, eleven thousand one dollars and seventy-two cents (\$11,001.72).

4.2.5.3.3. Effective September 1, 2022, 1.25% increase, eleven thousand one hundred thirty-nine dollars and twenty-five cents (\$11,139.25).

4.2.5.3.4. Effective September 1, 2023, 2.00% increase, eleven thousand three hundred sixty-two dollars and three cents (\$11,362.03).

4.3. Red Circling

4.3.1. For any administrator who would experience a decrease as a result clause 4.2.1.2 the School Division will maintain the higher allowance payment until the new allowance catches up with the old allowance. (Intent is to protect administrator allowance from decreasing. If allowance were to increase, the administrator would receive it.)

4.3.2. In the event that the School Division initiates the transfer of a Principal or Assistant Principal and such transfer results in an administrative allowance that is less than the allowance the teacher currently receives, the School Division will maintain the higher allowance payment for the balance of the school year in which the transfer occurs to a maximum of three (3) school years.

4.4. Acting / Surrogate Administrators – Compensation

4.4.1. Where an Assistant Principal acts in place of a Principal for more than five (5) consecutive school days, the Assistant Principal shall receive an allowance equivalent to that of the Principal's allowance for such excess period. Such designation shall terminate upon the Principal's return to duty or upon the appointment of a new Principal.

4.4.2. In the absence of the Principal from a school where there is no Assistant Principal or in the absence of both the Principal and Assistant Principal(s) from a school, a teacher shall be designated by the School Division to be acting Principal and shall be paid the Principal's allowance should the Principal or both the Principal and Assistant Principal(s) be absent for one full school day or more,

and such allowance shall be payable back to the first full day of designation. Where two (2) teachers, each designated for one half (1/2) day, be acting Principal, both shall be paid fifty per cent (50%) of the Principal's allowance should the Principal or both the Principal and Assistant Principal be absent for one (1) full school day or more. Such designation shall terminate upon the return to duty of the Principal or either the Principal or Assistant Principal(s) or upon the appointment of a new Principal, who has assumed responsibility within the school, whichever is sooner.

4.5. Teachers with Principal and Assistant / Vice Principal Designations

- 4.5.1. *A teacher designated as a Principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2. *Any current Principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2017 may continue under the term contract until the total number of years designated as a Principal is five (5) years.*
- 4.5.3. *Effective September 1, 2023 a teacher designated as an Assistant or Vice Principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.4. *Any current Assistant or Vice Principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2023, may continue under the term contract until the total number of years designated as an Assistant or Vice Principal is five (5) years. When the total length of the Assistant's or Vice Principal's designation will be five (5) years between September 1, 2023 and January 1, 2024, the School Division must decide by January 1, 2024, whether or not the designation will continue in the 2023-2024 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.5.5. *For any current Assistant or Vice Principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2023, the School Division may extend the temporary contract for one (1) additional year and must decide by January 1, 2024, whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

4.6. Other Administrator Conditions

4.6.1. Allocation of Administration

4.6.1.1. *In a school where there are nine (9) or more FTE teachers including the Principal, the School Division shall designate one (1) teacher to be Assistant Principal. Notwithstanding this provision, the teaching staff in a school may, through a two-thirds (2/3) majority vote of the Principal and the teachers of the school, propose to the School Division an alternative disposition of the amount normally payable as an Assistant Principal's allowance to be applied to an alternate staffing arrangement at the school. Such decisions shall normally be in effect for not less than two (2) years. Any change must be decided no later than April 30 of the year preceding the change.*

4.6.2 Lieu Days

4.6.2.1. School-based administrators will be granted one (1) paid leave day per school year.

4.6.2.1. Effective September 1, 2023, school-based administrators will be granted two (2) paid leave day per school year

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

5.1.1. *A substitute teacher is a teacher employed on a day-to-day or a part day basis where a contract of employment is not in effect.*

5.1.2. Full Day Rate

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

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

5.1.2.3. *Effective September 1, 2022, one point two-five per cent (1.25%) increase, the substitute teachers' daily rates of pay will be two hundred fifteen dollars and seventy-two cents (\$215.72) plus two per cent (2%) in lieu of benefits four dollars and thirty-one cents (\$4.31) for a total of \$220.04.*

5.1.2.4. *Effective September 1, 2023, two per cent (2.00 %) increase, the substitute teachers' daily rates of pay will be two hundred twenty*

dollars and four cents (\$220.04) plus two per cent (2%) in lieu of benefits four dollars and forty cents (\$4.40) for a total of \$224.44.

5.1.3. *Partial substitute days will be paid at the following rates:*

5.1.3.1. *Pre-Lunch: sixty per cent (60%) of the full day rate*

5.1.3.2. *Post-Lunch: fifty per cent (50%) of the full day rate*

5.2. Commencement of Grid Rate

5.2.1. *Number of days to go on grid: Payment shall be made at the daily rate for the first four (4) consecutive school days and the fifth and subsequent days in the same school, where a substitute teacher continues to replace the same regular teacher, payment shall be made according to placement on the salary schedule.*

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

5.3. Other Substitute Teacher Conditions

5.3.1. **Cancellation of Assignment:** Substitute teachers shall receive, at minimum, eighteen (18) hours' notice of cancellation of assignment. Cancellation occurring less than eighteen (18) hours from the commencement of assignment shall result in the substitute teacher receiving the daily rate agreed to in the initial booking.

5.3.2. Substitute teachers who provide service at a school that has a compressed week (designated four- (4-) day week schools) shall be booked as one point two-zero (1.20) FTE for each day worked at those schools, with a minimum booking of zero point six (0.60) FTE.

5.3.3. **Assigned Duties of Teacher Replacing:** Substitute teachers shall not be assigned morning supervision prior to the start of the first day of the assignment.

5.3.4. **Professional Development:** Any substitute teacher may request to the School Division, approval to attend a school or School Division professional development day. Substitute teachers having worked fifty (50) or more substitute teaching days in that school year can apply to receive one (1) full day of substitute teacher salary per full-day professional development attended, up to a maximum of two (2) paid professional development days.

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, Allowances, Leaves and Benefit Premium

6.2.1. *Provisions of this agreement in respect of salary, allowances, leaves, and benefit premiums shall be applicable to part-time teachers on a prorated basis, according to the period that actual service in the year bears to a year of full-time service.*

6.3. Other Part-time Teacher Conditions

6.3.1. Movement Between Part-Time and Full-Time Assignment

- a) Any teacher employed on a full-time (one point zero (1.0) FTE) continuing contract who agrees to employment on a part-time contract shall be given a part-time continuing contract for an agreed upon period and notwithstanding section 211(2) of the Education Act, that contract shall be for a specified portion of a full-time equivalent which shall not be varied during that time except by consent.
- b) At the end of the initial or any subsequent time period the teacher shall return to a full-time contract unless, prior to May 1 of the year in question, the teacher and the School Division agree to renew the part-time contract arrangement for a new time period. Nothing in this article precludes any change in the contract by mutual consent.
- c) If the length of the part-time contract noted in (a) above is one (1) year or less, the teacher shall be returned to the position held prior to the part-time teaching assignment. Should that position no longer exist, the teacher shall be placed in a full-time position with the School Division. Should the teacher continue in the part-time position for more than one (1) year, that teacher shall be placed in a full-time teaching position with the School Division upon the teacher's return to full-time service.

6.3.2. Teachers on a continuous part-time contract shall not have their full-time equivalent status vary more than plus or minus zero point three (0.3) FTE without consent of both parties.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier, and Premiums

Effective September 1, 2022, all references to "Alberta Health Care Premiums" in Collective Agreements are to be removed.

- 7.1.1. *When enrolment and other requirements for group participation in various plans have been met, the School Division will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.*
- 7.1.2. *The School Division shall pay one hundred per cent (100%) towards the premiums payable for the total of the following plans in which a teacher is enrolled:*
- a) *Alberta School Employee Benefit Plan (ASEBP) Extended Disability Benefits, Plan D*
 - b) *ASEBP Extended Health Care, Plan 1*
 - c) *ASEBP Dental Care, Plan 3*
 - d) *ASEBP Life Insurance, Plan 2*
 - e) *Alberta Health Care [removed effective September 1, 2022]*
 - f) *ASEBP Vision Care, Plan 3*
 - g) *ASEBP Accidental Death and Dismemberment Plan 2*
- 7.1.3. *Premium contributions paid under clause 7.1.2 will be applied by the School Division in the most tax advantageous manner for the teacher.*

7.2. Group Benefits Eligibility

- 7.2.1. *Subject to the provisions of the master policies, all teachers appointed to the staff of the School Division after the signing of this Collective Agreement shall be required to enroll in the ASEBP plans. All teachers enrolled in the plans on the signing date of this agreement shall continue to be enrolled in the plans. A teacher may be exempted from participation in the Extended Health Care plan, the Dental Care Plan, and the Vision Care Plan upon submitting proof of participation in these or similar plans through the teacher's spouse.*
- 7.2.2. *Notwithstanding clause 6.2, a part-time teacher under contract for an FTE of point-five (0.5) or greater, shall be eligible to receive School Division contributions to health plan premiums as if the part-time teacher were a full-time teacher.*

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

- 7.3.1. *The School Division will establish for each eligible teacher an HSA / WSA for the use of the eligible teacher, their spouse, and dependents, and administered by the ASEBP, which adheres to Canada Revenue Agency (CRA) and Income Tax Act requirements. Each eligible teacher may allocate credits to an HSA or WSA. The School Division will contribute seven hundred and twenty-five dollars (\$725.00) per teacher, per year, prorated as per clause 7.2.2 of this agreement, to such account, contributions to be made monthly. The unused balance will be*

carried forward to the extent permitted by the CRA. Teacher leaving the employ of the School Division for any reason will forfeit any remaining balance. In this article, "eligible teacher" means any teacher on a continuing, probationary, interim, or temporary contract of at least five (5) months duration. It is understood that where the School Division discontinues payment to benefit premium contributions, contributions to a health spending account will also cease.

7.4. Other Group Benefits

- 7.4.1. Payments towards benefit plans by the School Division shall permit it to retain and not pass on to teachers, any rebates of premiums otherwise required under Canada Employment and Immigration Commission regulations.
- 7.4.2. **Subrogation:** When a teacher receives salary benefits from the School Division because the teacher has been injured through the fault of another party, the School Division has subrogation rights. This means that the teacher may be required to make a claim to recover the amount of the salary and benefits from the other party. Depending on the outcome of the teacher's claim, provided the teacher's gross recovery is equal to, or greater than, that which has been paid to the teacher by the School Division, the teacher may be obliged to reimburse the School Division for any salary and benefits that have been paid to the teacher.

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

- 8.1.1. *Effective until August 31, 2022, teacher instructional time will be capped at nine hundred and seven (907) hours per school year commencing the 2017-2018 school year.*
- 8.1.2. *Effective September 1, 2022, teacher instructional time will be capped at nine hundred sixteen (916) hours per school year commencing the 2022-2023 school year.*
- 8.1.3. *Teacher assignable time will be capped at twelve hundred (1200) hours per school year.*

8.2. Assignable Time Definition

- 8.2.1. *Assigned Time is defined as the amount of time that School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
- a) operational days (including teachers' convention);*
 - b) instruction;*
 - c) supervision, including before and after classes, transition time between classes, recesses, and lunch breaks;*

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

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

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

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

8.3 Duty Free Lunch

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

- 8.3.1. *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two (2) periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the School Division.*
- 8.3.2. *When reasonable, this break shall occur in the middle of the assignment.*
- 8.3.3. *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

9. PROFESSIONAL DEVELOPMENT

9.1. Teacher Professional Growth Plan

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

9.2. Professional Improvement Leave

- 9.2.1. *Professional improvement leave may be granted by the School Division, on application by a teacher, for study to improve the teacher's academic or professional education or for travel or experience which is useful in improving the teacher's service.*
- 9.2.2. *To be eligible for professional improvement leave under clause 9.2.1, the teacher shall have accumulated five (5) full-time equivalent years with the School Division.*
- 9.2.3. *A teacher who is granted professional improvement leave shall:*
 - a) *give an undertaking in writing to return to the teacher's duties following the expiration of the teacher's leave;*
 - b) *not resign or retire from teaching service other than by mutual agreement between the School Division and the teacher for a period of;*
 - i. *two (2) years after resuming duties following a leave of one (1) year, or*
 - ii. *up to twenty-four months (24) determined by multiplying each month of leave by two (2) after resuming duties following a leave of less than one (1) year; and*
 - c) *in the case of leave granted to study, provide a transcript of the program or course taken, upon return from professional improvement leave.*
- 9.2.4. *All applications for professional improvement leave shall be submitted to the School Division by February 1 preceding the school year in which the professional improvement leave is to commence.*
- 9.2.5. *The School Division shall solely determine if any professional improvement leave will be granted and thereafter, determine which applications will be granted.*

- 9.2.6. A teacher who is granted professional improvement leave shall receive salary equivalent to fifty per cent (50%) of the salary paid to a teacher with four (4) years of teacher education and five (5) years of experience. Payments shall be made in accordance with clause 3.1.1. This salary calculation is based upon the rate in effect at the time the leave is taken.
- 9.2.7. *The School Division may grant professional improvement leave for a period of less than one (1) year. A teacher granted such leave shall receive an allowance paid at a prorated basis to the amount provided in clause 9.2.6 calculated in the ratio that the period of approved leave bears to the school term.*
- 9.2.8. *The teacher granted a professional improvement leave shall enter into an individual written agreement with the School Division as to the conditions under which the teacher shall return to the school system.*
- 9.2.9. *A teacher taking professional improvement leave up to thirty (30) consecutive calendar days will be reinstated to the same position held prior to the leave being taken.*
- 9.2.10. *A teacher taking professional improvement leave in excess of thirty (30) consecutive calendar days shall be entitled to return to a teaching position within the School Division.*
- 9.2.11. Should a teacher fail to return to teaching duties, or should a teacher resign or retire before completing the teacher's commitment following professional improvement leave, the teacher shall repay the amount specified in clause 9.2.6 plus interest calculated at the rate of ten per cent (10%).
- 9.2.12. *No experience increment shall be earned during the period of professional improvement leave.*

10. SICK LEAVE

- 10.1. *Sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness, or disability, in accordance with the following schedule:*
- a) *After one (1) year of service – ninety (90) calendar days.*
- b) *Less than one (1) year of service - statutory sick leave including the first eight (8) days of the twenty (20) days not yet earned.*
- 10.1.1. *In the event that during the first year of service:*
- a) *A teacher has insufficient sick leave to provide full salary during the qualifying period for ASEBP extended disability benefits (EDB); and,*
- b) *The teacher is accepted by the insurance carrier as an extended disability claimant, the School Division will pay the salary of the teacher for the period of insufficient sick leave to a maximum of ninety (90) calendar days once the teacher is accepted by the insurance carrier as an extended disability*

claimant and receives the first extended disability payment.

- 10.2. *Where a teacher is accepted onto EDB, the School Division agrees to continue with its share of premium contributions and HSA / WSA contributions as outlined in clauses 7.1 and 7.3.*
- 10.3. *During the second (2) and subsequent years of continuous service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness, or disability for ninety (90) calendar days.*
- 10.4. *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident or sickness for a period of three (3) consecutive teaching days or less shall be required to present to the Principal a signed statement giving the reason for such absence, immediately upon return to teaching duties.*
- 10.5.
 - a) *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability, or sickness for a period of more than three (3) consecutive teaching days shall be required to present a medical certificate(s).*
 - b) *Should a teacher fail to supply the medical certificate(s), the School Division may deduct one two-hundredth (1/200) of the teacher's salary for each day absent.*
 - c) *In the event of an epidemic or pandemic, the School Division may waive the requirement to provide medical certification upon written notification to the Associate Coordinator—Collective Bargaining of Teacher Employment Services of the Association.*
- 10.6. *When a teacher has been absent on sick leave in excess of twenty (20) consecutive school days and wishes to return to work the teacher may be required by the School Division to provide medical evidence stating that the teacher is fit to perform regular duties.*
- 10.7. *Provisions of this article shall not be applicable when a teacher is on leave, with or without pay or while on strike.*
- 10.8. *Any sick leave available to a teacher shall be cancelled when a teacher leaves the employ of the School Division.*
- 10.9. *A teacher who has more than one (1) year of continuous service and has been absent due to medical disability shall upon return to regular duty on written recommendation of a physician, be entitled to an additional sick leave benefit of ninety (90) calendar days.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

- 11.1.1. *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*

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

11.2. Parental Leave

- 11.2.1. *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2. *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3. *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4. *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks' notice, in writing, of the intended date of return.*
- 11.2.5. *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6. *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one (1) parent of the child at the same time.*

11.3. Salary Payment and Benefit Premium

- 11.3.1. *At the commencement of maternity leave, the teacher shall be eligible for one (1) of the following options:*
- 11.3.2. *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3. *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*
 - a) *The teacher may access sick leave entitlement with pay as specified in article 10 for the period of illness or disability.*
 - b) *The School Division shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with one hundred per cent (100%) of their salary during thirteen (13) weeks of leave.*
- 11.3.4. *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA56 amounts specified in article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The School Division shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The HSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA during this time.*

11.4. Benefits – Prepayment or Repayment of Premiums during Unpaid Portion of Leave

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

Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.

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

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

12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE

12.1 In consultation with the Principal, and with two (2) weeks' notice where possible, a teacher shall be granted two (2) fully paid days personal leave per school year, except where there is a conflict with the operational feasibility of the school. In consultation with the Superintendent, and with two (2) weeks' notice where possible, a Principal shall be granted two (2) fully paid days personal leave per school year, except where there is a conflict with the operational feasibility of the school.

a) For any teacher commencing employment with the School Division after January 1 of a school year, for that school year, they shall only be entitled to one (1) personal leave day under these provisions.

b) Each year, each teacher shall be entitled to accumulate their unused personal leave entitlements to a maximum of five (5) days.

c) No teacher may utilize more than five (5) personal leave days, under article 12, in any one (1) school year.

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

13.1. A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.

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

13.3. Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the

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

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

Effective September 1, 2022

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

14. OTHER LEAVES

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

- b) *Teachers on professional development leave or any other voluntary leave in excess of thirty (30) calendar days shall be solely responsible for any costs or premiums relating to any benefit plans the teacher participates in under this Collective Agreement for the duration of the leave.*

14.1. Critical Illness / Compassionate Leave

- 14.1.1. *A Leave necessitated by critical illness or death of a spouse, child, parent, legal guardian, parent-in-law, grandparent, son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, sister-in-law, grandparent of spouse, shall be granted with full salary by the School Division as follows:*
- a) *Not more than five (5) teaching days for critical illness; and,*
 - b) *Not more than five (5) teaching days for death.*
- 14.1.2. *Leaves necessitated by the death of a family member, other than those listed in clause 14.1.1, shall be granted with full salary by the School Division for not more than two (2) teaching days.*
- 14.1.3. *Those days referred to in clauses 14.1.1 and 14.1.2 are normally to be taken at the time of the critical illness or death. Leave may commence at an alternate time, or may be extended should additional time be required, at the discretion of the School Division.*

14.2. Family Needs Leave

- 14.2.1. *A teacher shall be granted three (3) days leave of absence with pay, per year, for the purpose of supporting a teacher's family member when taking care of their 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 (1/2) day.*

14.3. Convocation and University Exams Leave

- 14.3.1. *Provided the convocation or examination day fall on a school day, a teacher is entitled to leave of absence with pay for one (1) day for each of the following:*
- a) *The teacher's own convocation;*
 - b) *The convocation of the teacher's son, daughter, or spouse; and*
 - c) *To allow the teacher to write an examination related to their academic studies.*

14.4. Service to Other Agencies

- 14.4.1. *Upon application to the Superintendent or designate, a leave of absence for Alberta Education business may be granted without loss of salary provided that an amount equal to the salary of a substitute teacher shall be paid to the School*

Division for each day of such leave. Leave shall not exceed three (3) days per school year unless authorized by the Superintendent or designate.

14.5. Leave for Child's Arrival

14.5.1. *A teacher shall be granted two (2) days leave, with pay and benefits, to be present at the birth of the teacher's child.*

14.5.2. *A teacher shall be granted two (2) days leave, with pay and benefits, for the adoption of their child. Such leave shall normally occur at the time the child comes into full care of the teacher. Leave may commence at an alternate time, if agreed to by the School Division.*

14.6. Jury Duty and Court Appearance Leave

Leave of absence without loss of salary shall be granted;

a) *For jury duty or any summons related thereto; and,*

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 School Division any witness fee or jury stipend (excluding allowances and / or expenses) set by the court or other body. In a court case between the Association and the School Division where the court subpoenas a teacher to testify against the School Division, the Association will reimburse the School Division for the teacher's salary.*

14.7. Impassable Roads / Inclement Weather

14.7.1. *A teacher who, despite reasonable effort, is unable to travel to the teacher's school from the teacher's usual place of residence because of (a) inclement weather; (b) impassable road conditions; or (c) the failure of transportation facilities other than the teacher's own, is entitled to the teacher's salary for the periods of absence so occasioned.*

14.8. General Discretionary Leave

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

15. GRIEVANCE PROCEDURE

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

15.1. *This procedure applies to differences:*

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

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

- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole Arbitrator. The sole Arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three (3) member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three (3) member arbitration board, and the nominees shall endeavour to select an independent Chair.*

If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second (2) representative, either party may request the Director of Mediation Services to appoint a Chair.

- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The Arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The Arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the Arbitrator / arbitration board is final and binding on:*
- 15.15.1 *the School Division and the Association; and,*
- 15.15.2 *teachers covered by the Collective Agreement who are affected by the award.*

15.16. TEBA Involvement in Grievance Proceedings

- 15.16.1. *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.*
- 15.16.2. *At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the School Division.*
- 15.16.2.1 *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under*

clause 15.16.2.

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

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

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

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

15.17. Optional Mediation Process

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

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

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

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

15.18. Administration

15.18.1. *All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays, and statutory holidays. For the purposes of this article, an “operational” day is an instructional or non-instructional day in the School Division’s school calendar on which*

teachers are scheduled to work, and the months of July and August shall not be included.

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

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

15.18.4. Any agreed to resolution is binding on the signatories to the resolution.

16. EMPLOYMENT

16.1. Transfers

- 16.1.1. When the School Division requests a teacher to transfer to another school, except where the transfer is necessitated by a staff reduction, the School Division shall reimburse the teacher, to the maximum of two thousand dollars (\$2,000), household moving expenses necessarily incurred by the teacher provided that the transfer requires a change of residence. This clause is subject to the following;
- a) prior School Division approval of moving expenses is obtained;
 - b) the minimum moving distance is twenty (20) kilometers or greater;
 - c) the move must be within twenty-five (25) kilometers of the designated school community; and
 - d) the move is completed within twelve (12) months of the teacher being notified of the transfer.
- 16.1.2. Prior to a transfer, the Superintendent or designate will meet with the teacher being considered for transfer.
- 16.1.3. Teachers who are involuntarily transferred to another school shall be entitled to meet the Superintendent of Schools prior to said transfer, and receive orally, the reasons for the transfer.
- 16.1.4. If during the current school year a teacher is transferred, the teacher will be provided a minimum of one (1) day of non-instructional time to prepare for the new assignment.
- 16.1.5. Where a teacher has not requested a transfer and has been transferred by the School Division to a school in a community more than twenty- five (25) kilometers from the last school assignment during the current school year, the teacher will

be paid a kilometer allowance for the return distance between the two (2) schools in question, for a period not to exceed sixty (60) calendar days, from the time of transfer notice. The kilometer allowance shall be based upon the rate used for trustees of the School Division.

- 16.2. **Probationary Teachers' Notice:** The Superintendent of Schools shall endeavor to provide written notification to a teacher not in receipt of a continuing contract by June 1 as to whether or not the teacher will be offered a continuing contract.

SIGNATURE PAGE

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

Signed on behalf of

**THE ALBERTA TEACHERS’
ASSOCIATION**

Chair, Negotiating Subcommittee

Associate Coordinator—Collective Bargaining
Teacher Employment Services

Signed on behalf of

THE BATTLE RIVER SCHOOL DIVISION

Chairperson, Board of Trustees

Superintendent of Schools

Secretary - Treasurer

LETTERS OF UNDERSTANDING—CENTRAL

LETTER OF UNDERSTANDING #1

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2

RE: INTERIM GRIEVANCE PROCEDURE

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

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

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

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

TRANSITION OF EXISTING GRIEVANCES

1. *For grievances filed under article 15 (Central Grievance Procedure) of 2018–2020 teacher Collective Agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
 - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*

- b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*
2. *For grievances filed under article 16 (Local Grievance Procedure) of 2018-2020 teacher Collective Agreements prior to February 1, 2022, the School Division and the Association will meet no later than March 31, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
- a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
 - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

INTERIM GRIEVANCE PROCEDURE

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

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

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

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

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

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

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

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

15.17. Optional Mediation Process

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

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

15.17.3. *The purpose of the Mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and / or materials*

generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an arbitration board for resolution.

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

15.18. Administration

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

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

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

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

LETTER OF UNDERSTANDING #3

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING # 4

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

LETTER OF UNDERSTANDING #5

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING #6

EXPEDITED ARBITRATION (12 MONTH-PILOT)

1. *The intent of this Letter of Understanding is to have a matter decided expeditiously through an arbitration. Ideally, unless agreed to otherwise by the parties or required by the Arbitrator, hearings will take no longer than a single day and require an agreed upon Statement of Facts.*
2. *As an alternative to the arbitration process set out in article 15, two (2) days at the end of each October, March, and June shall be held for Expedited Arbitrations in accordance with this article. No more than two (2) cases shall be heard on any single (1) day, with a maximum of four (4) cases over the course of two (2) days.*
3. *The Association, TEBA, and School Divisions with grievance(s) that may be suited for an Expedited Arbitration, shall meet during the first 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.*
1. *To minimize cost, and where the hearing is not done virtually, the offices of the Association, TEBA, or a School Division will be used as the venues for the Hearings where possible.*
7. *The Association and TEBA agree to jointly meet with the Director of Mediation Services to identify three (3) mutually agreed sole Arbitrators to hear the matters at the Expedited Arbitration Hearings. For the purposes of this letter of understanding, three (3) Arbitrators who have been agreed to by the Association and TEBA will hear Expedited Arbitration files on a rotating basis, where possible.*
8. *Arbitration decisions may not be used to alter, modify, or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon the parties to the grievance and no further action may be taken on that grievance by any means.*
9. *Ideally, the designated Arbitrator will issue an award for each Expedited Arbitration within four (4) weeks of the hearing. The designated Arbitrator remains seized to each Expedited Arbitration in order to determine any issues left pending by the award. The award will contain the following paragraph:*

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

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

LETTER OF UNDERSTANDING #7

DUTY TO ACCOMMODATE

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

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

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

LETTER OF UNDERSTANDING #8

DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

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

LETTER OF UNDERSTANDING #9

EXPERIENCE FORM

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

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

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

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

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

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

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

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

Prior Experience

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

- a) *Until proof of experience is submitted to the Superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*
- b) *If proof or evidence of application for such proof is submitted to the Superintendent or designate within forty (40) operational days of commencement of employment, the Superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
- c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

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

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

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

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

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

LETTERS OF UNDERSTANDING: LOCAL

LETTER OF UNDERSTANDING #10

A teacher, who is sixty-five (65) years of age or older and is under contract with the School Division is no longer eligible for benefits with the ASEBP. As a result, the School Division agrees to pay the teacher the total value of the premium contributions associated with the benefit plan as provided in article 7 and the same proration method as provided in clauses 6.2 and 7.2.2.