

# **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 GRANDE PRAIRIE ROMAN CATHOLIC  
SEPARATE SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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



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This collective agreement is made this 3<sup>rd</sup> of March 2023 between The Grande Prairie Roman Catholic Separate School Division (“School Division”) and the Alberta Teachers’ Association (“Association”).

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

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

And whereas the terms of employment *and the salaries* of the teachers have been the subject of negotiation between the parties;

And whereas the parties have agreed to set forth these matters in an agreement to govern the terms of employment of the said teachers.

Whereas the School Division and its teachers are committed to the development of quality education opportunities for students in the context of Catholic Christian Values.

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

## **1. APPLICATION / SCOPE**

*1.1. This collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the School Division excepting those positions agreed to be excluded in local bargaining between the School Division and the Association.*

*Effective December 17, 2020, Article 1.1 above is repealed and replaced by the following Article:*

*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 of Schools
- 1.2.2.** Any other designations which include the term Superintendent
- 1.2.3.** Directors as appointed by the School Division

**1.2.3.1.** A Director is a person who is allocated district-wide responsibilities by the Superintendent and becomes privy to confidential information of the School Division.

**1.3.** *Effective December 17, 2020, 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** (Effective December 17, 2020)

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

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

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

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

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

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

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

1.10. *Effective December 17, 2020, 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 December 16, 2020)**

**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 once each year no later than October 31<sup>st</sup>, a list of its teachers who are members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.*

**2.8.2.** *Each School Division shall provide the following information to the Association and to TEBA annually:*

- a) *Teacher distribution by salary grid category and step as of September 30<sup>th</sup>;*
- b) *Health Spending Account (HSA) / Wellness Spending Account (WSA) / Registered Retirement Savings Plan (RRSP) utilization rates;*
- c) *Most recent School Division financial statement;*
- d) *Total benefit premium cost;*

- e) *Total substitute teacher cost; and*
- f) *Total allowances cost.*

**2.8. Provision of Information** (Effective December 17, 2020, to June 9, 2022)

**2.8.1.** *As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31<sup>st</sup> and March 31<sup>st</sup>, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five (5) months. Nothing in this 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<sup>th</sup> but no later than the last operational day in December:*

- 2.8.2.1.** *Teacher distribution by salary grid category and step as of September 30<sup>th</sup>;*
- 2.8.2.2.** *HSA / WSA / RRSP utilization rates;*
- 2.8.2.3.** *Most recent School Division financial statement;*
- 2.8.2.4.** *Total benefit premium cost;*
- 2.8.2.5.** *Total substitute teacher cost; and,*
- 2.8.2.6.** *Total allowances cost.*

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

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

- 2.8.1.1.** *Name;*
- 2.8.1.2.** *Certificate number;*
- 2.8.1.3.** *Home address;*
- 2.8.1.4.** *Personal home phone number;*
- 2.8.1.5.** *the name of their school or other location where employed;*
- 2.8.1.6.** *Contract type;*

**2.8.1.7.** *Full-time equivalency (FTE); and*

**2.8.1.8.** *Salary grid placement.*

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

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

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

**2.8.2.2.** *Most recent School Division financial statements;*

**2.8.2.3.** *Total benefit premium cost;*

**2.8.2.4.** *Total substitute teacher cost;*

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

**2.8.2.6.** *Total other allowance cost; and*

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

### **3. SALARY**

#### **3.1. Salary Pay Date / Schedule**

**3.1.1.** *Save and except substitute teachers, each teacher shall be paid one twelfth (1/12<sup>th</sup>) their annual rate of salary on the last Friday of each month, except December which shall be on the last teaching Friday.*

#### **3.2. Grid**

**3.2.1.** *The School Division shall pay all teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are per annum unless specifically stated otherwise.*

**3.2.2.** *The amount of teacher education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Division, except those teachers under Article 5.*

**3.2.3.** *Tabulated below are the minimum and the maximum salary rate and the experience increments for each year of University education.*

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



Years of Teacher Experience	Years of Teacher Education		
	Four	Five	Six
0	\$ 60,626	\$ 63,679	\$ 67,256
1	\$ 64,410	\$ 67,505	\$ 71,099
2	\$ 68,195	\$ 71,331	\$ 74,941
3	\$ 71,980	\$ 75,151	\$ 78,783
4	\$ 75,763	\$ 78,979	\$ 82,625
5	\$ 79,549	\$ 82,804	\$ 86,471
6	\$ 83,332	\$ 86,628	\$ 90,313
7	\$ 87,116	\$ 90,454	\$ 94,151
8	\$ 90,900	\$ 94,279	\$ 98,000
9	\$ 94,687	\$ 98,105	\$101,840

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

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

Years of Teacher Experience	Years of Teacher Education		
	Four	Five	Six
0	\$ 60,929	\$ 63,997	\$ 67,592
1	\$ 64,732	\$ 67,843	\$ 71,454
2	\$ 68,536	\$ 71,688	\$ 75,316
3	\$ 72,340	\$ 75,527	\$ 79,177
4	\$ 76,142	\$ 79,374	\$ 83,038
5	\$ 79,947	\$ 83,218	\$ 86,903
6	\$ 83,749	\$ 87,061	\$ 90,765
7	\$ 87,552	\$ 90,906	\$ 94,622
8	\$ 91,355	\$ 94,750	\$ 98,490
9	\$ 95,160	\$ 98,596	\$102,349

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

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

Years of Teacher Experience	Years of Teacher Education		
	Four	Five	Six
0	\$ 61,691	\$ 64,797	\$ 68,437
1	\$ 65,541	\$ 68,691	\$ 72,347
2	\$ 69,393	\$ 72,584	\$ 76,257
3	\$ 73,244	\$ 76,471	\$ 80,167
4	\$ 77,094	\$ 80,366	\$ 84,076
5	\$ 80,946	\$ 84,258	\$ 87,989
6	\$ 84,796	\$ 88,149	\$ 91,900
7	\$ 88,646	\$ 92,042	\$ 95,805
8	\$ 92,497	\$ 95,934	\$ 99,721
9	\$ 96,350	\$ 99,828	\$103,628

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

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

Years of Teacher Experience	Years of Teacher Education		
	Four	Five	Six
0	\$ 62,925	\$ 66,093	\$ 69,806
1	\$ 66,852	\$ 70,065	\$ 73,794
2	\$ 70,781	\$ 74,036	\$ 77,782
3	\$ 74,709	\$ 78,000	\$ 81,770
4	\$ 78,636	\$ 81,973	\$ 85,758
5	\$ 82,565	\$ 85,943	\$ 89,749
6	\$ 86,492	\$ 89,912	\$ 93,738
7	\$ 90,419	\$ 93,883	\$ 97,721
8	\$ 94,347	\$ 97,853	\$101,715
9	\$ 98,277	\$101,825	\$105,701

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

### **3.3. Education**

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

### **3.4. Experience**

*Teachers shall:*

- a)** *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
- b)** *Not gain experience during vacation periods and leaves of absence without salary.*
- 3.4.1.** *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*

- 3.4.2.** *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*
- 3.4.3.** *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4.** *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5.** *The adjustment dates for an earned increment for teaching experience shall be September 1<sup>st</sup> and February 1<sup>st</sup>.*

**Prior Experience**

- 3.4.6.** *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.*
- a)** *Until proof of experience is submitted to the Superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*
  - b)** *If proof or evidence of application for such proof is submitted to the Superintendent or designate within forty (40) operational days of commencement of employment, the Superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
  - c)** *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7.** *The School Division shall recognize prior teaching experience as if it were earned by employment with the School Division provided that the teacher provides satisfactory proof as per Article 3.4.8.*
- 3.4.8.** *A teacher requesting that the School Division recognize experience earned with a previous school division shall provide to the School Division written confirmation from the previous school division certifying:*
- a)** *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b)** *The position held while earning the experience was one that required a valid teaching certificate; and,*
  - c)** *The written confirmation is signed by an authorized officer of the previous school division.*

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

*Effective until June 9, 2022*

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

*Effective June 10, 2022, repeal 3.4.10*

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

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

**3.5.1.** *A CTS teacher is any high school teacher who has Journeyman trade certification, a valid Alberta Teaching Certificate / Letter of Authority and teaching a minimum of fifty per cent (50%) in a trade area as outlined in the Alberta Apprenticeship Board's list of trades.*

**3.5.2.** *In the case of CTS teachers, the School Division shall have the right to determine the initial grid placement as they deem reasonable and necessary. The School Division will notify the Association of any teacher who is being paid under this Article. Initial grid placement shall be no less than:*

**3.5.2.1.** *One year of experience for each year of vocational experience as a Journeyman up to a maximum of five (5) years; and*

**3.5.2.2.** *After the fifth year, one (1) year of experience for every two (2) years of vocational experience as a Journeyman.*

**3.5.3.** *Vocational experience for Article 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 educational program.*

**3.5.4.** *Once placed on a salary schedule, CTS 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. Work Outside of School Year for Designated School Counsellors

3.6.1.1. A Counsellor who agrees to render professional service during any vacation period at the request of the School Division, shall be paid: one two-hundredth (1/200<sup>th</sup>) of the teacher's total annual salary for each day of service.

#### 3.6.2. Presentations at Teachers' Conventions

3.6.2.1. A teacher who is engaged by an Association Convention Association as a speaker shall be entitled to retain any honorarium and / or stipend provided by the Convention Association in addition to their regular salary and allowances for that day.

#### 3.6.3. Service Outside the Operational Days

3.6.3.1. Teachers who are directed to work (at the request of the Superintendent or designate) outside of the operational days will be compensated at the one two-hundredth (1/200<sup>th</sup>) of their annual salary per full day of work or one four-hundredth (1/400<sup>th</sup>) per half day (three (3) hours or less). Teachers new to the School Division shall be placed on contract for these days, in order to be covered by benefits for this period.

## 4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

### 4.1. Administration Allowances

4.1.1. *In addition to the foregoing salary there shall be paid an administrative allowance in accordance with the following schedule:*

4.1.2. **Principals' Administration Allowance:** *The administrative allowance shall be determined by:*

4.1.2.1. **Table 1: Principal Allowance**

	<i>Effective until June 9, 2022</i>	<i>Effective June 10, 2022, 0.50 % Increase</i>	<i>Effective September 1, 2022, 1.25% Increase</i>	<i>Effective September 1, 2023, 2.00 % Increase</i>
<i>Base</i>	\$17,100	\$17,186	\$17,401	\$17,749
<i>101-200 pupils</i>	\$33.50 / pupil	\$33.67 / pupil	\$34.09 / pupil	\$34.77 / pupil
<i>201-300 pupils</i>	\$25.54 / pupil	\$25.67 / pupil	\$25.99 / pupil	\$26.51 / pupil
<i>301-400 pupils</i>	\$23.00 / pupil	\$23.12 / pupil	\$23.41 / pupil	\$23.88 / pupil
<i>401-500 pupils</i>	\$20.53 / pupil	\$20.63 / pupil	\$20.89 / pupil	\$21.31 / pupil
<i>501-600 pupils</i>	\$19.15 / pupil	\$19.25 / pupil	\$19.49 / pupil	\$19.88 / pupil
<i>601-800 pupils</i>	\$18.47 / pupil	\$18.56 / pupil	\$18.79 / pupil	\$19.17 / pupil
<i>801-1000 pupils</i>	\$17.79 / pupil	\$17.88 / pupil	\$18.10 / pupil	\$18.46 / pupil
<i>1001+ pupils</i>	\$17.11 / pupil	\$17.20 / pupil	\$17.42 / pupil	\$17.77 / pupil

4.1.2.2. *The same percentage increases and effective dates as per the salary grid shall apply.*

4.1.2.3. *Number of pupils shall be calculated at September 30<sup>th</sup> of the current school year.*

4.1.2.4. *The administrative allowance for each child enrolled in the early childhood services program will be calculated at the same rate as for regular pupils.*

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

**4.1.3. Assistant Principal Allowance:** *An Assistant Principal shall be paid one half (½) of the Principal's allowance for that school as calculated under Article 4.1.2, except as may be provided under Article 4.2.1.*

4.1.3.1. *The minimum allowance for Assistant Principal will be adjusted in accordance with current proportionality to the Principal allowance.*

**4.1.4. Supervisor:** *A teacher designated as a Supervisor shall be paid an allowance:*

4.1.4.1. **Table II:** *Supervisor Allowance*

	<i>Per Annum</i>
<i>Effective until June 9, 2022</i>	<i>\$6,611</i>
<i>Effective June 10, 2022, 0.50% Increase</i>	<i>\$6,644</i>
<i>Effective September 1, 2022, 1.25% Increase</i>	<i>\$6,727</i>
<i>Effective September 1, 2023, 2.00% Increase</i>	<i>\$6,862</i>

**4.1.5. Supervisor of Religious Education:** *A teacher designated as a Supervisor shall be paid an allowance:*

4.1.5.1. **Table III:** *Supervisor of Religious Education Allowance*

	<i>Per Annum</i>
<i>Effective until June 9, 2022</i>	<i>\$6,611</i>
<i>Effective June 10, 2022, 0.50% Increase</i>	<i>\$6,644</i>
<i>Effective September 1, 2022, 1.25% Increase</i>	<i>\$6,727</i>
<i>Effective September 1, 2023, 2.00% Increase</i>	<i>\$6,862</i>

**4.1.6. District Principal:** A teacher designated as District Principal shall be paid an annual allowance equal to the Base Administration Allowance as per Article 4.1.2.1 to 4.1.2.5. In the case where the teacher designated as District Principal is in receipt of an allowance under Article 4 – Administration Allowances, the teacher shall be paid the higher of the applicable allowance in effect at the time of the appointment as District Principal or an allowance equal to the Base Administration Allowance.

**4.1.7. Department Head:** If a department head is employed, the Department Head shall receive an allowance in accordance with Table IV below. The same percentage increases and effective dates as per the salary grid shall apply.

**4.1.7.1. Table IV: Department Head Allowance**

	Years of Service			
	First year	Second	Third	Maximum Allowance per Annum
Effective until June 9, 2022	\$ 2,083	\$ 2,684	\$ 3,124	\$ 3,124
Effective June 10, 2022, 0.50% Increase	\$ 2,093	\$ 2,697	\$ 3,140	\$ 3,140
Effective September 1, 2022, 1.25% Increase	\$ 2,120	\$ 2,731	\$ 3,179	\$ 3,179
Effective September 1, 2023, 2.00% Increase	\$ 2,162	\$ 2,786	\$ 3,242	\$ 3,242

## 4.2. Red Circling

**4.2.1.** Notwithstanding any other provision of this collective agreement where a Principal or Assistant Principal:

- a) Is required by the School Division to transfer to another school or to another Principal's position;
- b) Has a designation of Principal or Assistant Principal maintained by the School Division;
- c) Such transfer results in a lower annual salary and allowance calculation under this collective agreement;

The School Division agrees to maintain the annual salary and allowance being received at the time of the transfer until such time as the provisions of this collective agreement entitle the Principal or Assistant Principal to an annual salary and allowance which is more than that being received at the time of the School Division initiated transfer.

**4.2.2.** Notwithstanding any other provision of this collective agreement where student transfers by the School Division result in a school's enrollment being lowered, the School Division agrees to maintain the annual allowance being received at the time of the student transfers until such time as the provisions of this collective



agreement entitle the Principal or Assistant Principal to an annual allowance which is more than that being received at the time of the School Division initiated student transfer.

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

**4.3.1.** In a school where the Assistant Principal designation exists, in the absence of the Principal, the School Division shall appoint an acting Principal. In such an instance where the Assistant Principal acts as Principal for six (6) or more consecutive school days, the Assistant Principal shall receive one two-hundredth (1/200<sup>th</sup>) of the Principal's allowance effective the sixth (6<sup>th</sup>) and subsequent consecutive school days.

**4.3.2.** In each school the School Division shall appoint a Temporary Principal who will carry out administrative duties in the event that the Principal and Assistant Principal(s) are absent from the school. Each appointment shall be made on an annual basis.

**4.3.3.** In a school where an Assistant Principal's designation does not exist, the Temporary Principal shall be paid an allowance:

**4.3.3.1.** *The same percentage increases and effective dates as per the salary grid shall apply.*

**4.3.3.2.** **Table V: Temporary Principal**

	<i>Per Annum</i>
<i>Effective until June 9, 2022</i>	<i>\$1,285</i>
<i>Effective June 10, 2022, 0.50% Increase</i>	<i>\$1,291</i>
<i>Effective September 1, 2022, 1.25% Increase</i>	<i>\$1,308</i>
<i>Effective September 1, 2023, 2.00% Increase</i>	<i>\$1,334</i>

**4.3.4.** In a school where an Assistant Principal's designation exists, the Temporary Principal shall be paid fifty per cent (50%) of the allowance paid in Article 4.3.3.

**4.4. Teachers with Principal Designations (Effective until December 16, 2020)**

**4.4.1.** *A teacher designated as a Principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

**4.4.2.** *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. When the total length of the Principal's designation will be five (5) years as of August 31, 2018, the School Division must decide by April 30, 2018, whether or not the designation will continue in the 2018-2019 school year, and if it continues, it is deemed to be a continuing designation.*

**4.4.3.** *For any current Principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2017, the School Division must decide by January 31, 2018, 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.*

**4.4. Teachers with Principal and Assistant / Vice Principal Designations** (the following repeals and replaces Article 4.4 above)

**4.4.1.** *Effective December 17, 2020, a teacher designated as a Principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

**4.4.2.** *Effective December 17, 2020, any current Principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017, may continue under the term contract until the total number of years designated as a Principal is five (5) years.*

**4.4.3.** *Effective September 1, 2023, a teacher designated as an Assistant or Vice Principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

**4.4.4.** *Effective September 1, 2023, any current Assistant or Vice Principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2023, may continue under the term contract until the total number of years designated as an Assistant or Vice Principal is five years. When the total length of the Assistant's or Vice Principal's designation will be five years between September 1, 2023, and January 1, 2024, the School Division must decide by January 1, 2024, whether or not the designation will continue in the 2023 / 2024 school year, and if it continues, it is deemed to be a continuing designation.*

**4.4.5.** *Effective September 1, 2023, for any current Assistant or Vice Principal who is on a term contract(s) for a period of five years or more as of September 1, 2023, the School Division may extend the temporary contract for one additional year and must decide by January 1, 2024, whether or not the designation will continue, and if*

*it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

#### **4.5. Other Administrators Conditions**

##### **4.5.1. Administrative Lieu Days**

**4.5.1.1.** Principals will receive one (1) day in lieu per school year, to be taken at a time mutually agreeable to the Principal, and the Superintendent or designate. Lieu time must be utilized prior to the end of the current school year.

##### **4.5.2. Administrator Vacation / Work Schedule**

**4.5.2.1.** Where schools are open prior to the school year, Administrators shall develop with their school-based leadership team a flexible schedule of their own presence at school. The schedule shall be submitted to the Superintendent or designate for approval.

**4.5.2.1.1.** Notwithstanding Article 4.5.2, it is understood by both parties that school administration may be contacted at any time throughout the year for extenuating circumstances.

#### **5. SUBSTITUTE TEACHERS**

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

**5.1.1.** *A substitute teacher shall receive a flat rate for employment in accordance with the following schedule for each full and half day worked:*

##### **5.1.1.1. Full Day Rate**

**5.1.1.1.1.** *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be \$217.31 plus six per cent (6%) vacation pay of \$13.04 for a total of \$230.35.*

**5.1.1.1.2.** *Effective June 10, 2022 (0.50% Increase), the substitute teachers' daily rates of pay will be \$218.40 plus six per cent (6%) vacation pay of \$13.10 for a total of \$231.50.*

**5.1.1.1.3.** *Effective September 1, 2022 (1.25% Increase), the substitute teachers' daily rate of pay will be \$234.39 plus two per cent (2%) in lieu of benefits \$4.69 for a total of \$239.08.*

**5.1.1.1.4.** *Effective September 1, 2023 (2.00% Increase), the substitute teachers' daily rate of pay will be \$239.08 plus two per cent (2%) in lieu of benefits \$4.78 for a total of 243.86.*

### **5.1.1.2. Half Day Rate**

**5.1.1.2.1.** *Effective until June 9, 2022, the substitute teachers' half day rate of pay will be \$108.65 plus six per cent (6%) vacation pay of \$6.52 for a total of \$115.17.*

**5.1.1.2.2.** *Effective June 10, 2022 (0.50% Increase), the substitute teachers' half day rate of pay will be \$109.19 plus six per cent (6%) vacation pay of \$6.55 for a total of \$115.75.*

**5.1.1.2.3.** *Effective September 1, 2022 (1.25% Increase), the substitute teachers' half day rate of pay will be \$117.20 plus two per cent (2%) in lieu of benefits \$2.34 for a total of \$119.54.*

**5.1.1.2.4.** *Effective September 1, 2023 (2.00% Increase), the substitute teachers' half day rate of pay will be \$119.54 plus two per cent (2%) in lieu of benefits \$2.39 for a total of \$121.93.*

**5.1.2.** *The same percentage increases and effective dates as per the salary grid shall apply.*

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

**5.2.1.** *Rate of pay for a substitute teacher who fills the same teaching position for more than four (4) consecutive teaching days shall be paid one two-hundredth (1/200<sup>th</sup>) of their grid salary beginning on the fifth (5<sup>th</sup>) day.*

**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. Substitute Teacher Injury on the Job**

**5.3.1.** If a substitute teacher is unable to work as a result of an injury incurred in the course of performing their assigned duties, and where the injury is not compensable under Worker's Compensation, the School Division shall pay the teacher the per diem rate specified in Article 5.1 for a maximum of five (5) consecutive teaching days immediately following the injury, provided the inability to work is verified by physician chosen or approved by the School Division. The injury must be reported to school administration before the conclusion of the assigned shift at the school where it occurred to be considered a valid application for payment. Medical costs incurred by the substitute teacher from the verification conducted by a physician of the School Division's choosing, will be paid by the School Division.

- 5.3.2.** Payments made by the School Division in a work-related injury shall be made on a without prejudice basis without any liability to the School Division.
- 5.3.3.** In the event that the School Division incurs a cost of absence in paying the per diem rate as a result of an act or omission of a third party. The School Division is subrogated to any right of recovery of the teacher from the third party in the amount of the per diem rate cost of absence.
- 5.3.4.** If a substitute teacher is unable to work as a result of an injury incurred in the course of performing their assigned duties and accepts the per diem rate from the School Division, they shall not accept the employment of those days or they shall forfeit per diem payment of injury from the School Division.

## **6. PART TIME TEACHERS**

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

### **6.2. Other Part-time Teacher Conditions**

#### **6.2.1. Professional and / or Faith Development Days**

- 6.2.1.1.** Part-time teachers are required to attend that portion of a professional and / or Faith Development Day that is consistent with the teacher's instructional assignment for that day.

### **6.3. Alternation of Full-Time Equivalency (FTE)**

- 6.3.1.** Part time teachers shall not have their full-time equivalency adjusted greater than zero point three (0.30) FTE in a school year without mutual agreement of the parties.

## **7. GROUP BENEFITS**

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

#### **7.1.1. Alberta School Employee Benefit Plans (ASEBP) - Life and AD&D Plan 2, EDB Plan D**

- 7.1.1.1.** *Membership in the Alberta School Employee Benefit Plans shall be a condition of employment. The School Division 's contribution to the ASEBP covering teachers employed by the School Division shall be one hundred per cent (100%) of the premium payable according to the salary entitlement under Articles 3.2.3, 4.1, 4.2, and 4.3 inclusive.*

**7.1.2.** *Alberta Health Care Premium Plan: The School Division shall contribute one hundred per cent (100%) of the monthly premium per teacher registered in the plan.*

- 7.1.2.1.** *Effective September 1, 2022, all references to “Alberta Health Care Premiums” in the collective agreement will be removed.*
- 7.1.3. ASEBP Extended Health Care Premium Plan 1:** *The School Division shall contribute one hundred per cent (100%) of the monthly premium per teacher registered in the plan.*
- 7.1.4. ASEBP Dental Care Benefits, Plan 3:** *The School Division shall contribute one hundred per cent (100%) of the premium costs for each teacher who participates in the plan.*
- 7.1.4.1.** *Membership in the plan for new eligible employees shall be a condition of employment. A teacher may be exempt from the condition of employment should the teacher have spousal coverage.*
- 7.1.5. ASEBP Vision Care Plan, Plan 3:** *The School Division shall contribute one hundred per cent (100%) of the premium costs for each teacher who participates in the plan.*
- 7.1.6. ASEBP Extended Disability Benefits Plan D:** *The School Division shall contribute one hundred per cent (100%) of the premium costs for each teacher who participates in the plan.*
- 7.1.7.** *In the event that the School Division is convinced that benefit coverage through an alternative carrier can be attained for significant savings and provided that the coverage is identical to, or better than, those provided by the current carrier, the School Division may change carriers with mutual consent of the Association.*

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

- 7.2.1.** *Effective until December 16, 2020, The School Division will establish for each eligible teacher a Health Spending Account 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. The unused balance will be carried forward to the extent permitted by CRA. Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance subject to the applicable run off provisions. In this article "eligible teacher" means any teacher on a continuing, probationary, interim, or temporary contract of at least five [5] months duration. The School Division will contribute to the account for each eligible teacher as follows: Seven hundred and twenty-five dollars (\$725) per school year.*
- 7.2.2.** *Effective December 17, 2020, and upon notification from the insurer as to date of commencement the School Division shall replace the Health Spending Account with a Health Spending Account / Wellness Spending Account for all eligible teachers. All other effective provisions in Article 7.2.1 continue to apply.*

### **7.3. Other Group Benefits**

#### **7.3.1. Canada Employment and Immigration Commission Rebate**

**7.3.1.1.** It is understood that payments made toward the aforementioned benefit plans shall permit the School Division to retain and not pass on to teachers any rebates of premiums otherwise required under the Canada Employment and Immigration Commission regulations.

#### **7.3.2. Retired Teacher Benefits**

**7.3.2.1.** *For a retired teacher who is hired by the School Division on a contract of employment other than substitute teaching and who is receiving a teacher pension, the School Division will, each month that the teacher is employed, reimburse the monthly premiums for an amount equivalent to the ASEBP Early Retirement Plan Option One and Alberta Health Care premiums.*

**7.3.2.2.** *Effective September 1, 2022, all references to “Alberta Health Care Premiums” in the collective agreement will be removed.*

**7.3.2.3.** *The cost to the School Division of such premiums will be the lesser of the ASEBP retirement package premiums that the teacher may already be paying or the premium for another similar package selected by the teacher upon retirement. The premium reimbursement will be paid according to the number of calendar days that the contract is in effect divided by three hundred sixty-five (365), times the annual premium.*

**7.3.2.4.** *The teacher upon employment under a contract must provide the School Division with documentation from Alberta Health Care, ASEBP or a similar plan regarding their benefit premium costs.*

#### **7.3.3. Northern Benefits**

*Teachers may choose to use either one of the following:*

**7.3.3.1. Northern Travel Benefit:** *for those teachers who are eligible, and for the purposes of this collective agreement, five thousand and four hundred dollars (\$5,400) of the annual salary, shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by CRA, and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the School Division and shall be in accordance with the provisions set by CRA.*

**7.3.3.2. Northern Travel Medical Benefits:** *for those teachers who are eligible, and for the purposes of this collective agreement, five thousand and four hundred dollars (\$5,400) of the annual salary, shall be set out as medical travel assistance benefit paid in a designated area as defined by CRA, and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the School Division and shall be in accordance with the provisions set by CRA.*

7.4. The School Division shall make available the Alberta Teachers' Association Group Registered Retirement Savings Plan through a payroll deduction system.

## **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.*

8.1.1. *Effective September 1, 2022, teacher instructional time will be capped at nine hundred and sixteen (916) hours per school year commencing the 2022-2023 school year.*

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

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

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

- a) *Operational days (including teachers' convention);*
- b) *Instruction;*
- c) *Supervision, including before and after classes, transition time between classes, recesses, and lunch breaks;*
- d) *Parent teacher interviews and meetings;*
- e) *School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in Article 8.2.3;*
- f) *Staff meetings;*
- g) *Time assigned before and at the end of the school day,*
- h) *Other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*

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

8.2.3. *Time spent traveling to and from professional development opportunities identified in Article 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 hours or longer a thirty (30) minute rest period during each five (5) hours worked.*

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

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

- 8.4.1. **Lunch Time and Noon-Hour Supervision:** A school staff may implement a noon-hour supervision program on a non-profit or cost recovery basis.

### **8.5. Extracurricular**

- 8.5.1. The parties recognize the value of extracurricular activities including the participation of teachers. However, teacher participation in extracurricular activities is voluntary. Should a teacher decide to participate in such activities the teacher will not be paid for such service.

### **8.6. Probationary Teachers Notice**

- 8.6.1. Probationary teachers will be given notice of contract continuation on or before June 1<sup>st</sup> of each year.

## **9. PROFESSIONAL DEVELOPMENT**

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

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

- 9.1.2. *The teacher professional growth process, including discussions between the teacher and Principal on the professional growth plans, will continue to take place.*
- 9.1.3. *School Divisions and / or schools are not restricted in developing their own staff development plan in which the School Division and / or school may require teachers to participate.*

## **9.2. Professional Development Fund**

- 9.2.1. The School Division supports the professional development of teachers in its employ and specifically requests that teachers continuously seek to improve their professional practice in relation to the Teaching Quality Standard.
- 9.2.2. Effective January 1, 2021, the School Division shall allocate eight-twelfths (8/12) of one and three quarters (1  $\frac{3}{4}$ ) times the category 4 maximum (as indicated in Article 3.2.3) to a Professional Development Fund.
- 9.2.3. Effective September 1, 2021, the School Division shall replenish the Professional Development Fund to one and three quarters (1  $\frac{3}{4}$ ) times the category 4 maximum. Subsequently, the Professional Development Fund shall be replenished to one and three quarters (1  $\frac{3}{4}$ ) times the category 4 maximum on September 1st each year.
- 9.2.4. Effective September 1, 2023, the School Division shall replenish the Professional Development Fund to two (2) times the Category 4 maximum. Subsequently, the Professional Development Fund shall be replenished to two (2) times the Category 4 maximum on September 1<sup>st</sup> of each year.

## **9.3. Professional Development Fund Committee**

- 9.3.1. The Professional Development Fund Committee shall be composed of two (2) teacher representatives selected by the local President, and two (2) representatives selected by the Superintendent.
- 9.3.1.1. The Superintendent and the Local President are the final authority and appeal for any unresolved issues and disputes of the Professional Development Fund Committee and shall not sit as committee members.
- 9.3.2. The Professional Development Fund Committee shall develop criteria for eligibility and review the submissions based on alignment with school education plans, priorities of the School Division, and potential to enhance teacher practice (as outlined in the Teaching Quality Standard). All teachers shall abide by the Terms of Reference, which is developed and approved by the Professional Development Fund Committee.

## **9.4. Reimbursement of Tuition for University Credit Courses**

- 9.4.1. To be eligible for reimbursement for tuition for a University credit course, teachers shall hold a continuous or probationary contract with the School Division during the completion of the course and at the time of submission.

**9.4.2.** Teachers seeking reimbursement for tuition intended for the purpose of improving their professional practice in relation to the Teaching Quality Standard shall make a written submission outlining their request to the Professional Development Fund Committee for approval prior to registering in the course.

**9.4.3.** Teachers can apply to the fund for a maximum of four thousand dollars (\$4,000) for a continuous teacher and eight hundred dollars (\$800) for a probationary teacher within one school year.

## **9.5. Reimbursement for Costs of Professional Development Opportunities**

**9.5.1.** Teachers seeking reimbursement of costs for professional development opportunities intended for the purpose of improving their professional practice in relation to the Teaching Quality Standard shall make a written submission outlining their intent to the Professional Development Fund Committee for approval prior to registering in the course.

**9.5.2.** Teachers can apply to the fund for a maximum of twenty-five hundred dollars (\$2,500) for a continuous teacher and five hundred (\$500) for a probationary or temporary teacher within one (1) school year.

**9.6.** The maximum amounts in Article 9.4.3 and 9.5.2 combined cannot exceed four thousand (\$4,000) in total in a school year.

## **9.7. Sabbatical Leave**

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

**9.7.1.1.** *Study approved by the School Division for improving the teacher's academic or professional education.*

**9.7.1.2.** *Travel or experience which is approved by the School Division as being useful in improving the teacher's service.*

**9.7.2.** *To be eligible for sabbatical leave under Article 9.2.1.1, the teacher shall have served the School Division for five (5) years.*

**9.7.3.** *To be eligible for sabbatical leave under Article 9.2.1.2, the teacher shall have served the School Division for five (5) years.*

**9.7.4.** *A teacher who is granted a sabbatical leave shall give an undertaking in writing to return to their duties following expiration of their leave and shall not resign or retire from teaching service or other mutual agreement between the School Division and the teacher, for a period of at least two (2) years after resuming duties.*

**9.7.5.** *All applications for sabbatical leave shall be submitted to the School Division by February 28<sup>th</sup> preceding the school year in which the sabbatical leave is to commence.*

- 9.7.6. *A teacher who is granted sabbatical leave for the year shall receive as salary fifty-five per cent (55%) of the grid salary in effect during the year of their sabbatical leave payable in equal monthly instalments; excluding any additional allowances.*
- 9.7.7. *A period of sabbatical leave shall not be considered as an equal period of classroom service for salary purposes.*
- 9.7.8. *Upon resumption of duties the teacher shall be returned to a position no less favorable than the one in which the teacher was employed before the leave was taken.*
- 9.7.9. *Should a teacher by mutual consent, resign or retire from the service of the School Division before completing the required two (2) years of service following such leave, the Sabbatical Leave salary shall be repaid to the School Division on a prorated basis.*

**9.8. Tuition Fees** (Effective until December 17, 2020)

9.8.1. The School Division supports the professional development of the teachers in its employ and specifically requests that teachers continuously seek to improve their professional qualifications and abilities by taking courses for that purpose. Any teacher who successfully completes an accredited University course shall receive compensation from the School Division according to Table VI providing the teacher has been continuously employed full time by the School Division for a period not less than two (2) years.

**Table VI:** (University Course)

Upon receipt of University fee statement	100% of University of Alberta tuition cost for a 6-credit course.
Upon receipt of University fee statement	100% of University of Alberta tuition cost for a 3-credit course.

- 9.8.2. The teacher who intends to take an accredited University course shall submit a resume of the course to the School Division at least thirty (30) days prior to the commencement of the course. The School Division may waive the thirty (30) day requirement in special circumstances.
- 9.8.3. The compensation set out above shall be limited to one full course per calendar year.
- 9.8.4. In order for a teacher to receive compensation from the School Division an official transcript of the course may be submitted to the School Division forty-five (45) days after the receipt of their final marks. Compensation shall be paid by the School Division to the teacher no later than one month following receipt of the transcript.

## 10. SICK LEAVE

- 10.1.** *During the first year of employment the statutory sick leave of twenty (20) days shall accumulate at the beginning of each school year of service with the School Division to the credit of each teacher to a maximum of twenty (20) working days.*
- 10.2.** *If a teacher is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period or periods exceeding the statutory sick leave entitlement, the teacher shall be paid their salary to the extent of the accumulated sick leave which then shall be reduced accordingly.*
- 10.3.** *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 within seven (7) calendar days of the commencement of the absence.*
- 10.4.** *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall be required to present a signed statement giving the reasons for such absence.*
- 10.5.** *The School Division shall be entitled to require a medical examination by a doctor selected and paid for by the School Division if the sickness or disability extends for more than one (1) month.*
- 10.6.** *Sick leave granted under Article 10 shall be granted for the teacher's personal medical or dental treatment, accident, disability, or sickness.*
- 10.7.** *At the beginning of the second year of continuous employment with the School Division and provided continuity of employment is not broken, a teacher shall be granted ninety (90) calendar days of sick leave credits. All accumulated but unused sick leave shall be cancelled.*
- 10.8.** *Subject to Article 10.1, a teacher who has been absent on sick leave and returns to regular duties shall have the ninety (90) calendar day sick leave entitlement reinstated. However, in instances where the teacher has been continuously absent for a period of sixty (60) or more calendar days, reinstatement of the sick leave entitlement shall be made contingent on the teacher providing a medical certificate, signed by a medical practitioner prior to the date of return, verifying that the teacher is able to return to work on a continuing basis. In addition the ninety (90) days shall not be reinstated until the teacher has been actively at work for ten (10) consecutive teaching days, unless the absence is a result of a new medical condition supported by a certificate signed by a medical practitioner.*

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

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

- 11.3.1. The School Division shall top up Supplementary Employment Benefits (SEB) to 100 per cent of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2. When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3. The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account 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 a 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 Article 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 Article 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 Article 11.4.3 the teacher is not eligible to reapply for additional consideration under Article 11.4.3.*

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

**12.1.** *In addition to Articles 13 and 14, every teacher shall be entitled to four (4) days personal leave with pay, per year based on the following conditions:*

**12.1.1.** *The four (4) personal days can be taken in any order*

**12.1.2.** *The first and second days shall be at full salary and be subject to the satisfactory operation of the teacher's school as may be determined by the Superintendent of schools. These days shall not be used to extend Christmas, Easter, or summer holidays.*

**12.1.3.** *The third and fourth days shall be at full salary less a deduction in pay in an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in Article 5.1.1.*

**12.1.4.** *If the third and fourth day of personal leave occur on a professional development / faith day, then the leave shall be subject to the approval of the Superintendent of schools.*

**12.1.5.** *The first and second personal leave days shall not be used in conjunction with the third and fourth personal days to extend Christmas, Easter, or Summer Holidays.*

**12.1.6.** *Notwithstanding the above, if a teacher is required to use personal leave day(s) to extend Christmas, Easter or the summer holidays, the day(s) will result in a deduction of pay in an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in Article 5.1.1 providing the teacher has not already used those days.*

**12.2.** *If unused, one (1) personal day at full salary may be carried forward to the next school year and must adhere to the stipulations outlined in Article 12.1. The teacher shall not have more than three (3) personal days at full salary 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 Article 13.1. Such leaves will not be unreasonably denied.*

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

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

*Effective September 1, 2022*

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

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

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

### ***Leave of Absence with Pay***

**14.1.** *A teacher is entitled to a temporary leave of absence with pay and such leave is deemed to be an authorized absence approved by the Superintendent pursuant to the Education Act where such a teacher is absent:*

**14.1.1. *Compassionate Leave for Critical Illness:*** *For not more than five (5) teaching days because of critical illness of a spouse, child, son-in-law, daughter-in-law, and the following relatives of either the teacher or teacher's spouse: grandparent, parent, brother, sister, grandchild, nephew, niece, brother-in-law, sister-in-law. Additional time may also be allowed at the discretion of the Superintendent.*

**14.1.2. *Compassionate Leave for Death:*** *For not more than five (5) teaching days because of death of a spouse, child, son-in-law, daughter-in-law, and the following relatives of either the teacher or teacher's spouse: grandparent, parent, brother, sister, grandchild, nephew, niece, brother-in-law, sister-in-law. If death occurs during leave for critical illness, the critical illness leave ceases upon death and leave for death commences. Additional time may also be allowed at the discretion of the Superintendent.*

**14.1.3. *To Write an Examination:*** *For not more than one (1) day in order to write an examination in an academic or professional course.*

**14.1.4. *Teacher's Convocation:*** *For the period necessary to attend convocation of a University at which the teacher is receiving a degree, subject to the approval of the School Division.*

**14.1.5. *Meetings:*** *To attend meetings of committees, School Division or Alberta Learning or meetings of municipal bodies of which the teacher is a member, subject to School Division approval. The teacher must remit to the School Division any remuneration (excluding expenses) paid for meetings held during the school day.*

**14.2. *Paternity Leave:*** *Every teacher shall be entitled to two (2) days leave with pay at the time of the birth of the teacher's child.*

**14.2.1. *Adoption Leave:*** *Every teacher shall be entitled to five (5) days leave with pay for the adoption of the teacher's child.*

**14.3. *Jury / Witness Duty:*** *A teacher shall be granted by the School Division such time as required for jury duty or for appearance as a subpoenaed third-party witness. The teacher will return to the School Division such fees as are paid by the court for such appearances.*

**14.4. Family Medical Leave:** *Each teacher is entitled to four (4) days with pay in each school year to care for husband, wife, parents, or dependent children who are ill or require medical or dental treatment.*

**14.5.** *To attend any public event of educational value, subject to the approval of the School Division. This leave may be with or without a deduction of pay in an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in Article 5.1.1 at the discretion of the School Division.*

**14.6.** *A teacher who is required to leave before the end of the school term or to return after school opening in September because of enrolment in an educational institution for a program of summer study. This leave may be with or without a deduction of pay in an amount equivalent to the full or half day rate of pay for a substitute teacher as applicable and provided for in Article 5.1.1 at the discretion of the School Division.*

#### **14.7. Impassable Road Leave**

**14.7.1.** On all operational days, if the 511 Alberta Road Report lists roads as “Closed”, the teacher shall access the following alternatives in order:

- a) First, access their assigned school if there is an alternative route not listed as “Closed.”
- b) Second, report to a district facility that has a route that is not listed as “Closed” to carry out their assigned duties for the day.
- c) Third, if there are no accessible district facilities due to all routes being “Closed,” the teacher may then remain home, to deliver their teaching duties via an online platform, under the direction of their school Principal.

**14.7.2.** On days that require a teacher to report to a facility other than their regularly assigned workplace:

- a) If the 511 Alberta Road Report lists roads as “Travel Not Recommended”, the teacher may choose to report to their regularly scheduled work place.
- b) Their administrator will then determine their portfolio of work for that day.

**14.7.3.** In all cases above, if / when a route becomes open, and is no longer listed as “Closed,” the teacher is required to access their assigned place of work.

**14.7.4.** Teachers will receive their regular salary in all these cases.

#### **14.8. Deferred Salary Leave**

**14.8.1.** The School Division agrees to implement a deferred salary leave plan as approved by Revenue Canada and to be attached as an appendix (**Schedule “A”- Administrative Procedure 440**) to the collective agreement and be available at the central office and at each school.

**14.8.2.** Teachers returning from a deferred salary leave plan of one (1) year or less in duration, granted through the collective agreement, shall upon resumption of duties, be returned to a position held at the commencement of the leave. In the event the position no longer exists, the teacher shall be returned to a comparable position. Leaves longer than a year will be returned to employment of the School Division.

### **Additional Leaves**

**14.9.** Additional leaves of absence may be granted by the School Division with or without pay.

### **Leave of Absence without Pay**

**14.10.** In addition to the foregoing, a teacher may apply for a leave of absence without pay for other personal reasons. The School Division, in its discretion, may grant a leave of absence for such a period as it deems adequate with the teacher making arrangements to pay fifty per cent (50%) of the applicable benefit premiums as per Articles 7.1.1, 7.1.2, 7.1.3, 7.1.4 and 7.1.5, in advance. The portion of the benefits paid by the School Division on behalf of the teacher during the leave of absence (fifty per cent (50%)) must be remitted to the School Division if the teacher does not return following the leave as mutually agreed.

## **15. GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

- 15.4.1.** *The name(s) of the parties aggrieved;*
- 15.4.2.** *A statement of facts giving rise to the grievance;*
- 15.4.3.** *The article(s) of the agreement that are alleged to have been violated; and,*
- 15.4.4.** *The remedy or correction being sought.*
- 15.5.** *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.*
- 15.5.1.** *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6.** *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1.** *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7.** *The Association will give advance notice to the School Division when a Grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the Grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per Article 13.2. The School Division will give advance notice to the Association when a representative of the 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 Article 15.6 to formally respond to the grievance.*
- 15.9.** *If the difference is not resolved through the response in Article 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10.** *Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11.** *The School Division and the Association shall proceed to arbitration by a sole Arbitrator. The sole Arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12.** *By mutual consent, the parties may agree to convene a three-member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three-*

*member arbitration board, and the nominees shall endeavour to select an independent Chair.*

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

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

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

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

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

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

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

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

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

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

**SIGNATURE PAGE**

**IN WITNESS WHEREOF** the parties have executed this agreement, this \_\_\_\_ day of \_\_\_\_\_, 2023.

THE GRANDE PRAIRIE ROMAN CATHOLIC  
SEPARATE SCHOOL DIVISION

THE ALBERTA TEACHERS' ASSOCIATION

\_\_\_\_\_  
Chair, School Division Negotiating Committee

\_\_\_\_\_  
Chair, Teacher's Negotiating Committee

\_\_\_\_\_  
Representative, School Division Negotiating  
Committee

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Associate Coordinator, Collective Bargaining,  
Teacher Employment Services



## **LETTERS OF UNDERSTANDING—CENTRAL**

### **LETTER OF UNDERSTANDING #1**

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

##### **1. Scope**

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

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

##### **2. Structure**

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

##### **3. Process**

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

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

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

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

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

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

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

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

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

**THE PARTIES AGREE AS FOLLOWS:**

**EFFECTIVE DATES**

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

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

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

**TRANSITION OF EXISTING GRIEVANCES**

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

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

**INTERIM GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

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

**15.16.2.1.** *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under Article 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 Article 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 Article 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 Article 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 day, with a maximum of four (4) cases over the course of two (2) days.*
- 3. The Association, TEBA, and School Divisions with grievance(s) that may be suited for an Expedited Arbitration, shall meet during the first week of each of September, February, and May. During each of these "Pre-Expedited Arbitration Meetings," the Parties will propose grievances for referral to Expedited Arbitration. Where there is mutual agreement between the parties to the grievance to advance to Expedited Arbitration, the hearing will take place at the end of the following month. Where there are no grievances slated for the held dates, they will be cancelled in order to mitigate cancellation costs, with the cancellation costs shared equally by the Association and TEBA.*
- 4. There is no limitation on the parties to a grievance from mutually agreeing to proceed to Expedited Arbitration outside of the Pre-Expedited Arbitration Meetings in Article 3, and / or mutually agreeing to book alternative dates to those in Article 2 where the hearing can be facilitated sooner.*
- 5. The Parties to the grievance shall cover their own costs of the hearing and equally share the cost of the Arbitrator. If no hearing occurs, TEBA and the Association shall share equally the cancellation costs for the Arbitrator.*
- 6. To minimize cost, and where the hearing is not done virtually, the offices of the Association, TEBA, or a School Division will be used as the venues for the Hearings where possible.*
- 7. The Association and TEBA agree to jointly meet with the Director of Mediation Services to identify three (3) mutually agreed sole Arbitrators to hear the matters at the Expedited Arbitration Hearings. For the purposes of this letter of understanding, three Arbitrators who have been agreed to by the Association and TEBA will hear Expedited Arbitration files on a rotating basis, where possible.*
- 8. Arbitration decisions may not be used to alter, modify, or amend any part of the appropriate collective agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon the parties to the grievance and no further action may be taken on that grievance by any means.*
- 9. Ideally, the designated Arbitrator will issue an award for each Expedited Arbitration within four weeks of the hearing. The designated Arbitrator remains seized to each Expedited*

*Arbitration in order to determine any issues left pending by the award. The award will contain the following paragraph:*

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

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

## **LETTER OF UNDERSTANDING #7**

### **DUTY TO ACCOMMODATE**

*TEBA, the Association, and 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 / or,
  - 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 of LOU #9); and,*
- *To ensure the consistent application of Article 3.4.9 in the movement of teachers between School Divisions covered by the Public Education Collective Bargaining Act.*

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

**TEACHING EXPERIENCE FORM**

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

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

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

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

**Teaching Experience**

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

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

**School Division Contact**

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

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

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

**APPENDIX A—Teaching Experience Provisions**

**3.4. Experience**

*Teachers shall:*

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

- 3.4.1.** *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*
- 3.4.2.** *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*
- 3.4.3.** *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4.** *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5.** *The adjustment dates for an earned increment for teaching experience shall be September 1<sup>st</sup> and February 1<sup>st</sup>.*

*Prior Experience*

- 3.4.6.** *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article*
  - a)** *Until proof of experience is submitted to the Superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*
  - b)** *If proof or evidence of application for such proof is submitted to the Superintendent or designate within forty (40) operational days of commencement of employment, the Superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
  - c)** *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7.** *The School Division shall recognize prior teaching experience as if it were earned by employment with the School Division provided that the teacher provides satisfactory proof as per Article 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.** *Articles 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**

#### **PLACEMENT AND USE OF INSTRUCTIONAL AND NON-INSTRUCTIONAL DAYS SCHOOL CALENDAR**

The Grande Prairie Roman Catholic Separate School Division will initiate discussions on the feasibility of establishing a Fall Break for four (4) days, inclusive of the statutory holiday and weekends, attached to Remembrance Day, during calendar consultations with the Peace River School Division, Grande Prairie School Division and Peace Wapiti School Division.

## LETTER OF UNDERSTANDING #11

### TEACHER / BOARD LIAISON, WELLNESS, ADVISORY OR LOCAL MATTERS

The current terms of reference for the Teacher / Board Liaison Committee will be attached to the collective agreement as an appendix (**Schedule "B"**) to the collective agreement and will be available at the central office and at each school. Both parties agree that this is a Board committee which can be changed or discontinued at any time through a motion by the Board.

**Administrative Procedure 440**

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**DEFERRED SALARY LEAVE PLAN**

**Background**

The Deferred Salary Leave Plan is intended to provide employees the opportunity to take a one-year leave of absence with pay by deferring a portion of their annual salary to the year of leave. All employees of the School Division, excluding substitute teachers, are eligible to participate in the plan providing they have at least three years of service with the School Division. All administrative expenses associated with the plan will be covered by the School Division.

Notwithstanding the above, the School Division reserves the right to allow any employee to participate in the plan.

**Procedures**

1. An employee must make a written application to the Superintendent on or before May 31.
2. The approval of each application will rest solely with the Superintendent.
3. Application:
  - 3.1. An employee must make a written application to the Superintendent on or before May 31.
  - 3.2. If the Superintendent approves the application, participation of the eligible employee in the plan shall become effective on the date requested by the eligible employee, or on a date specified by the Superintendent.
  - 3.3. Before becoming a participant, an eligible employee must complete and sign a Memorandum of Agreement which is accepted by the Superintendent on behalf of the School Division.
4. Deferral of Salary:
  - 4.1. Employees may defer up to a maximum of thirty-three and a third per cent (33.3%) of their annual salary including allowances for one to five (5) years.
  - 4.2. For each year during the period chosen, the participant shall receive regular salary less the percentage to be deferred as specified in the Agreement.
  - 4.3. The monies withheld shall be retained by the School Division. The School Division shall credit to the account of the participant, in alignment with the Canada Revenue Agency guidelines.

- 4.4.** The Secretary Treasurer shall make an annual report to the participant under this plan as to the amount of deferred salary accrued to that date. The annual report shall be made no later than September 30 of any given year under the plan.
- 4.5.** The salary to be paid to a participant during the leave of absence shall be based on the monies retained by the School Division in accordance with clauses 4.1 to 4.4 less any deductions made by the School Division under clause 7.1 and any amounts required by law to be paid by the School Division for or on behalf of any employee.
- 4.6.** The manner of payment to the participant during the leave of absence shall be in twelve monthly instalments. In no event shall payments be more frequent than monthly.

**5. Leave of Absence:**

- 5.1.** The leave of absence shall occur according to and be governed by any relevant terms of the collective agreement in force between the School Division and the appropriate employee group.
- 5.2.** The leave of absence is to be taken in the year immediately following the deferral years. In any event, the leave must be taken no later than the sixth (6th) year.
- 5.3.** The term of the leave of absence under this plan will be a twelve-month period beginning September 1 of a school year.
- 5.4.** The leave of absence may be taken only in the year as designated in the Deferred Salary Leave Agreement. Under special circumstances, exceptions may be granted by the Superintendent.
- 5.5.** The participant must return to work after the leave of absence for a period equal to the leave of absence.

**6. Deferral of Leave:**

- 6.1.** If a suitable replacement cannot be found for the period of the leave of absence as specified by the participant, the Superintendent may defer the leave of absence for one school year. In such case, the participant may choose to remain in the plan, or they may withdraw from the plan, in which case the School Division shall pay to the participant the deferred compensation amount in one lump sum payable within sixty days of such withdrawal.
- 6.2.** By giving notice of such intent, a participant may defer their leave of absence for one year. Such notice must be given six months prior to the date the leave was to be taken.

**7. Benefits and Deductions:**

- 7.1.** Employee benefits will be maintained by the School Division at the participant's cost during their leave of absence. However, the premium costs of all employee benefits tied to salary level shall be structured according to actual salary paid.
- 7.2.** The School Division will not make deductions for any Retirement fund during the year of the leave.
- 7.3.** Income tax will be deducted in accordance with the Federal and Provincial Income Tax Acts.

**8. Return from Leave:**

**8.1.** Upon resumption of duties, the School Division will:

- 8.1.1.** Return all non-certificated staff to a position comparable in designation and classification to the one occupied prior to the leave.
- 8.1.2.** Return all certificated staff to the position held at the commencement of the leave. In the event the position no longer exists, the teacher shall be returned to a comparable position.

**9. Withdrawal from the Plan:**

- 9.1.** A participant who ceases to be employed by the School Division must withdraw from the plan. Within sixty days, the School Division will pay to the participant the deferred compensation amount as provided in clause 4.3.
- 9.2.** A participant may withdraw from the plan at any time prior to the six months before the date on which the leave of absence is to commence. Within sixty days of such withdrawal, the School Division will pay to the participant the deferred compensation amount as provided in clause 4.3.
- 9.3.** Should a participant die, the School Division will, within sixty days of receipt of notification of such death, pay the deferred compensation amount to the participant's estate, subject to the School Division receiving any necessary clearance and proofs normally required for payment to the estate.

Reference: Section 53 Education Act  
Canada Revenue Agency Updated:  
March 2023

Policy 10

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**ATA LIAISON COMMITTEE TERMS OF REFERENCE**

**1. Purpose:**

- 1.1. The purpose of the Teacher-Board Liaison Committee is to provide a permanent and ongoing mechanism for considering matters of concern and communication thereon the views of the respective parties.
- 1.2. The teachers recognize the right of the Board to formulate policy and the Board recognizes the value of consulting its teachers.

**2. Membership**

- 2.1. The Committee is to be comprised of four teachers selected by the Grande Prairie and District Catholic Local #42, two Trustees and Superintendent. One of these teachers shall be the President of Local #42, Local Council shall select the other three teachers.
- 2.2. The Assistant Superintendent, Deputy Superintendent and Associate Superintendent may attend meetings in an advisory capacity and may provide information and ideas for discussions. The teachers shall be entitled to invite ATA members to the meetings in an advisory capacity to provide information and ideas for discussions. The Grande Prairie & District Catholic Schools Board Chair may attend meetings in an ex officio capacity, in addition to the two regular committee members.

**3. Chair**

- 3.1. Teacher and Trustee members shall appoint a co-chair and these co- chairs will alternate in the chairing and sharing of an opening prayer of successive meetings.
- 3.2. Each co-chair shall designate another member to act in their absence.

**4. Meetings**

- 4.1. Meetings shall be held once a month during the school year, unless both chairs agree to alternative arrangements.
- 4.2. The Agenda will be prepared by the President of the ATA (and circulated to the committee members) by the President of the ATA (Local) and the Superintendent of the Board one week prior to the meeting. (Items may be added to the agenda at the meeting).

4.3. Meetings shall be conducted in an informal manner without the requirement of official motions.

**5. Procedures**

5.1. Meetings will normally be held in the Catholic Education Centre. The dates and time shall be established at the first meeting of the school year.

5.2. In the spring the committee will establish a meeting date and time for the September meeting.

5.3. Expenses of members of the Committee are to be borne by their respective organizations.

5.4. After each year, the Committee shall conduct a review of these terms of reference to determine if they are operational to both parties' satisfaction.

**6. Limitations**

6.1. Items that are the subject of current collective bargaining negotiation shall not be discussed by the committee.

6.2. The Committee is not intended to solve individual or personal grievances: rather it shall focus on system wide concerns and policies.

**7. Amendment**

7.1. Any changes in these terms of reference shall require ratification of both the ATA Local and School Board.

**8. Approval**

Approved and signed at Grande Prairie, this \_\_\_ day of\_\_\_\_, 2016

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For the Board of Trustees  
Grande Prairie & District Catholic Schools

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For the Grande Prairie & District  
Catholic ATA #42