

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 LAKELAND ROMAN CATHOLIC
SEPARATE SCHOOL DIVISION**

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024



Christ Our Model.
Children Our Focus.

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This collective agreement is made this ____ of _____, 2024 between The Lakeland Roman Catholic Separate School Division (“Employer”) and The Alberta Teachers’ Association (“Association”).

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

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

WHEREAS the terms and conditions of employment and the salaries of teachers have been subject of negotiations between the parties, and

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

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH THAT THE PARTIES AGREE AS FOLLOWS:

1. APPLICATION / SCOPE

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

1.2. Excluded Positions

1.2.1. Notwithstanding clause 1.1, the following shall be excluded from this collective agreement:

1.2.1.1. Superintendent

1.2.1.2. Deputy superintendent(s)

1.2.1.3. Assistant superintendent(s)

1.2.1.4. Associate superintendent(s)

1.2.1.5. Director(s).

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

- 1.4. *The Association is the bargaining agent for each bargaining unit and:*
- 1.4.1. *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.4.2. *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5. Role of TEBA**
- 1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the Employers and to bind the Employers in any agreement with respect to central terms.*
 - 1.5.2. *sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
 - 1.5.3. *For the purpose of bargaining collectively with the Association, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms.*
- 1.6. *The Employer retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7. *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8. *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9. *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10. Structural Provisions**
- 1.10.1. Teacher Board Advisory Committee (TBAC)**
 - 1.10.1.1. The parties hereby recognize that basic to the proper management and administration of a school system is the Employer's right and responsibility to formulate and adopt policies and regulations.
 - 1.10.1.2. The Employer and the teachers under its jurisdiction, recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between the Employer members, teachers, and administration.

- 1.10.1.3. The parties thereby agree that there shall be established a TBAC for the purpose of communicating and considering matters of general local concern related to school affairs including proposed educational policy changes and changes in conditions of professional service.
- 1.10.1.4. The TBAC may make recommendations to the teachers and to the Employer only on items of policy not under negotiations. The committee shall not deal with collective agreement interpretations / grievance matters nor discuss the modification of the collective agreement. No agreement, decisions or action of the committee shall be construed by any party as an interpretation or modification of this collective agreement.
- 1.10.1.5. The TBAC shall consist of one (1) teacher from each school, designated Employer member(s), and the superintendent or designate.
- 1.10.1.6. This committee shall meet initially within the first two (2) months of the school year. Further meetings shall be upon the request of either party.
- 1.10.1.7. Meeting agenda items will be determined by the co-chairs of the TBAC.
- 1.10.1.8. The TBAC shall have the opportunity to provide input prior to the creation of the draft calendar and the initiation of the stakeholder feedback process.

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

2. TERM

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

2.2. List Bargaining

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

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

2.3. Central Matters Bargaining

2.3.1. *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding section 59(2) of the Labour*

Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than fifteen (15) days and not more than thirty (30) days after the central matters and local matters have been determined.

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

2.4. Local Bargaining

- 2.4.1. *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by an Employer or the Association must be served after, but not more than sixty (60) days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*
- 2.4.2. *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

2.5. Bridging

- 2.5.1. *Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until:*
- a) *a new collective agreement is concluded, or*
 - b) *a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*
- 2.5.2. *If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.*

2.6. Meet and Exchange

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

2.7. Opening with Mutual Agreement

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

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

- 2.8.1. *As the Association is the bargaining agent for the teachers employed by the Employer, the Employer shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five (5) months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*
- 2.8.2. *The Employer shall provide the following information to the Association and to TEBA annually as soon as possible after September 30 but no later than the last operational day in December:*
 - 2.8.2.1. *Teacher distribution by salary grid category and step as of September 30;*
 - 2.8.2.2. *Health Spending Account (HSA) / Wellness Spending Account (WSA) / Registered Retirement Savings Plan (RRSP) utilization rates;*
 - 2.8.2.3. *Most recent Employer financial statements;*
 - 2.8.2.4. *Total benefit premium cost;*
 - 2.8.2.5. *Total substitute teacher cost; and,*
 - 2.8.2.6. *Total allowances cost.*

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

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

- 2.8.1.1. *name,*
- 2.8.1.2. *certificate number,*
- 2.8.1.3. *home address,*
- 2.8.1.4. *personal home phone number,*
- 2.8.1.5. *the name of their school or other location where employed,*
- 2.8.1.6. *contract type,*
- 2.8.1.7. *full-time equivalency (FTE), and,*
- 2.8.1.8. *salary grid placement.*

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

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

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

3. SALARY

3.1. Salary Pay Date / Schedule

- 3.1.1. *The Employer shall pay teachers, other than substitute teachers, monthly, one-twelfth (1/12) of their salary and any applicable allowances, on or before the twenty-fifth (25) day of each month.*
- 3.1.2. *Substitute teachers shall be paid by the tenth (10) day of the month following the month in which the substitute teacher has rendered service in one (1) of the schools of the Employer.*

3.2. Grid

3.2.1. *Effective until June 9, 2022*

Years of Experience	Education		
	4	5	6
0	\$ 59,379	\$ 62,779	\$ 66,397
1	\$ 63,224	\$ 66,615	\$ 70,234
2	\$ 67,058	\$ 70,451	\$ 74,072
3	\$ 70,900	\$ 74,297	\$ 77,914
4	\$ 74,736	\$ 78,138	\$ 81,756
5	\$ 78,578	\$ 81,979	\$ 85,598
6	\$ 82,425	\$ 85,821	\$ 89,429
7	\$ 86,257	\$ 89,655	\$ 93,273
8	\$ 90,094	\$ 93,491	\$ 97,111
9	\$ 93,941	\$ 97,336	\$ 100,945

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

Years of Experience	Education		
	4	5	6
0	\$ 59,676	\$ 63,093	\$ 66,729
1	\$ 63,540	\$ 66,948	\$ 70,585
2	\$ 67,393	\$ 70,803	\$ 74,442
3	\$ 71,255	\$ 74,668	\$ 78,304
4	\$ 75,110	\$ 78,529	\$ 82,165
5	\$ 78,971	\$ 82,389	\$ 86,026
6	\$ 82,837	\$ 86,250	\$ 89,876
7	\$ 86,688	\$ 90,103	\$ 93,739
8	\$ 90,544	\$ 93,958	\$ 97,597
9	\$ 94,411	\$ 97,823	\$ 101,450

**Salary adjustments also apply to allowances and daily rates of substitute teacher.*

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

Years of Experience	Education		
	4	5	6
0	\$ 60,422	\$ 63,882	\$ 67,563
1	\$ 64,334	\$ 67,785	\$ 71,467
2	\$ 68,235	\$ 71,688	\$ 75,373
3	\$ 72,146	\$ 75,601	\$ 79,283
4	\$ 76,049	\$ 79,511	\$ 83,192

Years of Experience	Education		
	4	5	6
5	\$ 79,958	\$ 83,419	\$ 87,101
6	\$ 83,872	\$ 87,328	\$ 90,999
7	\$ 87,772	\$ 91,229	\$ 94,911
8	\$ 91,676	\$ 95,132	\$ 98,817
9	\$ 95,591	\$ 99,046	\$ 102,718

**Salary adjustments also apply to allowances and daily rates of substitute teachers.*

3.2.4. *Effective September 1, 2023, 2.00% increase.*

Years of Experience	Education		
	4	5	6
0	\$ 61,630	\$ 65,160	\$ 68,914
1	\$ 65,621	\$ 69,141	\$ 72,896
2	\$ 69,600	\$ 73,122	\$ 76,880
3	\$ 73,589	\$ 77,113	\$ 80,869
4	\$ 77,570	\$ 81,101	\$ 84,856
5	\$ 81,557	\$ 85,087	\$ 88,843
6	\$ 85,549	\$ 89,075	\$ 92,819
7	\$ 89,527	\$ 93,054	\$ 96,809
8	\$ 93,510	\$ 97,035	\$ 100,793
9	\$ 97,503	\$ 101,027	\$ 104,772

**Salary adjustments also apply to allowances and daily rates of substitute teachers.*

3.3. Education

- 3.3.1. *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1 and February 1.*
- 3.3.3. *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four (4) years education.*

- 3.3.3.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
- 3.3.3.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the Employer within sixty (60) operational days from the date of completion of education or commencement of employment.*
 - 3.3.4.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
 - 3.3.4.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

3.4. Experience

Teachers shall:

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

Prior Experience

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

- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero (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 Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*

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

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

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

Effective until June 9, 2022

3.4.10. *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure from the 2018-20 Collective Agreement.*

Effective June 10, 2022, repeal and replace clause 3.4.10 above.

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

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

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

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

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

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

Effective until August 31, 2022

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

Effective September 1, 2022, repeal and replace clause 3.5.2 above.

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

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Administration Allowances

4.1.1. Principal

4.1.1.1. *The principal's allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

4.1.1.2. *In addition to the salary entitlements earned under the foregoing articles of the collective agreement, each principal shall receive an administrative allowance per school year as follows:*

4.1.1.3. *A basic allowance will be paid for each principal. The basic allowance is:*

Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
\$ 14,442.57	\$ 14,514.78	\$ 14,696.22	\$ 14,990.14

4.1.1.4. *For those principals in schools with more than one hundred and twenty-five (125) full-time equivalent students registered as of September 30, the principal shall receive the basic allowance and a further allowance. The further allowance is as per the table below per FTE student.*

Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
\$ 23.81	\$ 23.93	\$ 24.23	\$ 24.71

4.1.1.5. *Notwithstanding any other provision in the collective agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

4.1.2. Vice-Principal / Assistant Principal

4.1.2.1. *In addition to the salary entitlements earned under the foregoing articles of the collective agreement, each vice-principal shall receive an administrative allowance equal to one half (1/2) of the principals' allowance and assistant principals shall receive an administrative allowance equal to one quarter (1/4) of the principals' allowance.*

4.1.2.2. *The minimum allowance for vice-principal / assistant principal allowance will be adjusted in accordance with current proportionality to the principal allowance.*

4.1.3. Coaching Allowance

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

4.1.3.2. *A coaching allowance as per the table below shall be divided amongst the coaches in accordance with a schedule established by the coaches and approved by the administration of the school and shall be payable during the school year. Designation of coaches shall be approved by the administration of the school. Assumption Junior / Senior High and the Notre Dame High shall receive an additional amount as per the table below.*

Allowance	Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
Coaching (Divided Amongst)	\$ 2,504.70	\$ 2,517.22	\$ 2,548.69	\$ 2,599.66
Additional Allowance Assumption Junior / Senior High and Notre Dame High	\$ 626.18	\$ 629.31	\$ 637.18	\$ 649.92

4.2. Acting / Surrogate Administrators – Compensation

- 4.2.1. In the absence of the principal, a person shall be designated as temporary acting principal and shall be paid one two-hundredth (1/200) of the principal's allowance for each operational day, commencing on the eleventh (11) consecutive day.
- 4.2.2. When the principal and vice-principal are away from the school at the same time, the principal shall appoint a principal designate who will undertake the administrative responsibilities and do follow-up accordingly.
 - 4.2.2.1. The principal designate can be a teacher or a retired Lakeland Catholic administrator.
 - 4.2.2.2. When the assignment is given to a teacher, the teacher shall receive an allowance, in addition to the teacher's salary, the teacher shall receive an additional amount as per the table below:

	Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
Full Day	\$60.00	\$60.30	\$61.05	\$62.27
Half Day	\$30.00	\$30.15	\$30.53	\$31.14

- 4.2.2.3. The hiring of a substitute teacher for the staff member acting as principal designate shall be at the discretion of the principal of the school.

4.3. Teachers with Principal and Assistant / Vice-Principal Designations

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

- 4.3.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2017, may continue under the term contract until the total number of years designated as a principal is five (5) years.*
- 4.3.3. *Effective September 1, 2023, a teacher designated as an assistant or vice-principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.3.4. *Any current assistant or vice-principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2023, may continue under the term contract until the total number of years designated as an assistant or vice-principal is five (5) years. When the total length of the assistant's or vice-principal's designation will be five (5) years between September 1, 2023, and January 1, 2024, the Employer must decide by January 1, 2024, whether or not the designation will continue in the 2023-24 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.3.5. *For any current assistant or vice-principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2023, the Employer may extend the temporary contract for one (1) additional year and must decide by January 1, 2024, whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

4.4. Other Administrator Conditions

- 4.4.1. **Lieu Days:** The Employer shall grant each principal, vice-principal, and assistant principal five (5) days of leave per school year without loss of pay with scheduling by agreement with the superintendent.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

- 5.1.1. *A substitute teacher means a teacher employed on a day-to-day basis.*
- 5.1.2. *The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- 5.1.3. **Full Daily Rate**
- 5.1.3.1. *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be \$200.00 plus six per cent (6%) vacation pay of \$12.00 for a total of \$212.00.*

- 5.1.3.2. *Effective June 10, 2022, 0.50% increase, the substitute teachers' daily rates of pay will be \$201.00 plus six per cent (6%) vacation pay of \$12.06 for a total of \$213.06.*
- 5.1.3.3. *Effective September 1, 2022, 1.25% increase, the substitute teachers' daily rates of pay will be \$215.72 plus two per cent (2%) in lieu of benefits \$4.31 for a total of \$220.03.*
- 5.1.3.4. *Effective September 1, 2023, 2.00% increase, the substitute teachers' daily rates of pay will be \$220.04 plus two per cent (2%) in lieu of benefits \$4.40 for a total of \$224.44.*

5.1.4. *A teacher employed as a substitute teacher shall be paid as follows:*

- (i) *Substitute teachers who teach for a half day or less will be paid fifty per cent (50%) of the full day rate.*
- (ii) *Substitute teachers who teach for greater than a half (1/2) day will be paid the full day rate.*

5.2. Commencement of Grid Rate

- 5.2.1. *Number of days to go on grid: A teacher substituting for four (4) or more consecutive full-time equivalent days for the same teacher shall be paid according to grid position retroactive to the first 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. Other Substitute Teacher Conditions

- 5.3.1. *In the event that a substitute teacher's assignment is cancelled by the Employer and notice of such cancellation is not transmitted to the substitute teacher prior to 6:00 PM on the day prior to the assignment, the substitute teacher shall report to work as directed by the Employer and carry out those duties that are assigned to the substitute teacher by the Employer.*
- 5.3.2. *The provisions of clause 5.3.1 shall not apply where the cancellation of assignment is due to inclement weather, cancellation of classes, school closure for any reason, or if another assignment is offered by the Employer for the same date as the cancelled assignment.*

6. PART TIME TEACHERS

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

6.2. *A part-time teacher shall mean a teacher employed under a contract of employment with the Employer, whose assignment is less than that of a full-time teacher.*

6.3. Other Part-time Teacher Conditions

6.3.1. The Employer may provide a part-time assignment to a teacher with a full-time continuous contract, upon the teacher's request.

6.3.2. Alteration of Part Time Equivalent

6.3.2.1. The assignment of a teacher on a part-time contract shall not be altered more than zero point three (0.30) FTE in a school year unless mutually agreed upon.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier, and Premiums

7.1.1. *Alberta School Employee Benefits Plan (ASEBP) Life Insurance (Plan 2), Accidental Death and Dismemberment (Plan 2), and Extended Disability Benefits (Plan D) or Equivalent: The Employer shall contribute the monthly premium payable per eligible teacher.*

7.1.2. *ASEBP Extended Health Care Benefits - Plan 1 or Equivalent: The Employer shall contribute the monthly premium payable per eligible teacher.*

7.1.3. *ASEBP Dental Care Benefits - Plan 3 or Equivalent: The Employer shall contribute the monthly premium payable per eligible teacher.*

7.1.4. *ASEBP Vision Care - Plan 3 or Equivalent: The Employer shall contribute the monthly premium payable per eligible teacher.*

7.2. Group Benefits Eligibility

7.2.1. *Membership in group insurance plans operated by the Employer shall be a condition of employment of all eligible teachers. However, where there is duplication of benefit because the spouse of a teacher has the benefit plans, the teacher may be exempt from the condition of employment.*

7.2.2. *No premiums are payable by the Employer when leaves of absence for more than one (1) month have been granted.*

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

7.3.1. *The Employer shall provide an HSA / WSA to all eligible teachers. The Employer will contribute seven hundred and twenty-five dollars (\$725.00) for each full-time eligible teacher. Part time employees shall be eligible on a pro-rata basis. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency (CRA) and the Income Tax of Canada for the benefit of the teacher, their spouse, and dependents.*

7.3.2. *Teachers leaving the employ of the Employer will forfeit any remaining balance, subject to the runoff provisions as per CRA regulations.*

7.3.3. *In this article “eligible teacher” means any teacher on a continuing, probationary, or temporary contract during the year. For temporary contract teachers, one-twelfth (1/12) of the annual contribution will be deposited for each full month the teacher is under contract.*

7.4. Other Group Benefits

7.4.1. Employment Insurance Premium Reduction

7.4.1.1. Payments made toward benefit plans by the Employer shall permit the Employer to retain and not pass on to teachers any rebates of premiums otherwise required under Canada Employment and Immigration Commission regulations.

7.5. Group RRSP and Tax-Free Savings Account (TFSA)

7.5.1. The Employer shall make available payroll deduction program for the Association Group Voluntary RRSP and TFSA in accordance with the Employer’s payroll practice.

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

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

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

8.1.3. *Teacher assignable time will be capped at 1200 hours per school year.*

8.2. Assignable Time Definition

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

a) operational days (including teachers’ convention),

b) instruction,

c) supervision, including before and after classes, transition time between classes, recesses, and lunch breaks,

d) parent-teacher interviews and meetings,

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

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

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

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

8.3. Duty Free Lunch

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

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

8.4. Extracurricular

- 8.4.1. *Teacher participation in extracurricular activities is voluntary.*

8.5. Service Outside of Operational Days

- 8.5.1. Teachers directed by the superintendent or designate in writing to provide service to the Employer outside of the regular school calendar shall be compensated at a rate of one two-hundredth (1/200) per full day or one four-hundredth (1/400) per half (1/2) day.
- 8.5.2. The Employer will recognize service outside of the school day for parent-teacher interviews and meet the teacher nights with two (2) lieu days set into the annual calendar.
- 8.5.3. In recognition of their work outside of the school calendar, academic and career counsellors and classroom support teachers will receive two (2) days in lieu per school year. Lieu days must be used in the year they are earned.

9. PROFESSIONAL DEVELOPMENT

9.1. *Teacher Professional Growth Plan*

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

9.2. *Sabbatical Leave*

- 9.2.1. *Sabbatical leave shall mean leave of absence granted by the Employer on application by a teacher for study approved by the Employer for improving the teacher's academic or professional education.*
- 9.2.2. *To be eligible for sabbatical leave under clause 9.2.1, the teacher shall have served the Employer for six (6) years.*
- 9.2.3. *A teacher who is granted sabbatical leave shall give an understanding in writing to return to the teacher's duties following expiration of their leave and shall not resign or retire from teaching service, other than by mutual agreement between the Employer and the teacher, for a period of at least two (2) years after resumption of their duties. In the event that this condition is not met, the teacher shall repay the Employer for the Employer costs of the leave, in full or, if there is a partial period of return to work, pay the costs on a pro rata basis.*
- 9.2.4. *All applications for sabbatical leave shall be submitted to the Employer by March 1 preceding the school year in which the sabbatical leave is to commence.*

- 9.2.5. *The Employer shall determine, in its sole discretion, both the number and the persons to be granted sabbatical leave of absence after considering the seniority of each applicant and the interests of the school system.*
- 9.2.6. *A teacher who is granted sabbatical leave for the year shall receive as salary, a minimum of \$16,000.00 for that year, payable in equal monthly installments on the last day of each month.*
- 9.2.7. *A period of sabbatical leave shall be considered as an equal period of classroom service for the purpose of determining service and salary status.*
- 9.2.8. *Upon resumption of duties, the teacher shall be returned to a position no less favorable than the one which the teacher enjoyed before the leave was taken.*

10. SICK LEAVE

- 10.1. *Annual sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness, or disability according to the following schedule:*
- (i) *In the first year of service with the Employer: twenty (20) school days, at a rate of two (2) days per month.*
- (ii) *In the second year of service with the Employer: the unused portion of the days from year one (1) plus twenty (20) school days, at a rate of two (2) days per month.*
- (iii) *During the third and subsequent years of service with the Employer, annual sick leave will be granted for ninety (90) calendar days.*
- 10.2. *After ninety (90) calendar days of continuous illness due to medical disability, no further salary shall be paid and the ASEBP shall take effect.*
- 10.3. *Where a teacher has suffered an illness and / or has received benefit under the provision of ASEBP (Plan D) and has been granted sick leave benefits in accordance with clause 10.1(iii), the teacher shall be entitled to additional sick leave benefits in the current school year in accordance with clause 10.1(iii) upon resumption of full-time duty.*
- 10.4. *For absences due to illness on three or more consecutive days, a statement verifying illness and signed by a qualified physician may be required by the Employer. However, the Employer may request the opinion of a second qualified physician.*
- 10.5. *The cost of all teachers' sick leave will be paid through a central funding model.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

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

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

11.2. Parental Leave

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

11.3. Salary Payment and Benefit Premium Payment Health-Related

- 11.3.1. *The Employer shall top up Supplementary Employment Benefits (SEB) to one hundred per cent (100%) of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per article 10.*
- 11.3.2. *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per article 10.*
- 11.3.3. *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. *The Employer shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The Employer shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The HSA will remain active for the duration of 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 Employer to prepay one hundred per cent (100%) of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3. *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Employer portion of the benefit premiums.*
- 11.4.4. *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5. *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums and shall reimburse the Employer upon receipt of an invoice.*

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

12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE

- 12.1. *Unused personal leave days will accumulate in the manner they are earned.*
- 12.2. *Personal leave days cannot be used as partial days.*
- 12.3. *For the purpose of this article, a day of personal leave is a full day, reflective of the teacher's assignment.*
- 12.4. *Two (2) or more consecutive days of personal leave may be taken with the agreement of the principal of the school.*
- 12.5. *To qualify for one (1) day personal leave entitlement, an employee must have a minimum contract of five (5) continuous months in a school year with this Employer. Such employees may use the personal day in advance of completing five (5) continuous months of employment. However, if they leave prior to completion of the five (5) month period, the cost of the personal leave day advanced shall be recovered from their final pay cheque at one two-hundredth (1/200) of their salary.*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

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

shall reimburse the Employer for all payments made by the Employer to the teacher or on their behalf while on secondment under this clause.

Effective September 1, 2022

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

14. OTHER LEAVES

14.1. Critical Illness and Bereavement Leave

- 14.1.1. *A teacher shall be granted a leave of absence without loss of pay in the case of critical illness of the following immediate family members of the teacher: spouse, son, daughter, father, or mother, up to a maximum of three (3) teaching days. A statement, provided by a qualified physician, certifying the critical nature of the illness, may be required by the Employer. However, the Employer at its discretion, may grant such leaves for more than three (3) days.*
- 14.1.2. *Furthermore, a teacher shall be granted a leave of absence without loss of pay in case of death of the following relative of either teacher or teacher's spouse: immediate family members, spouse, son or daughter, parent, brother or sister,*

grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, up to a maximum of five (5) teaching days.

14.1.3. *A teacher shall be granted a leave of absence for no more than one (1) day in total per school year, without loss of pay, in the event of a death of one of the following: aunt, uncle, niece, nephew, cousin or close personal friend.*

14.2. Parental Leave

14.2.1. *A teacher shall be granted, upon request, up to two (2) operational days' leave with pay at the time of the birth of their child during the school year, with the time to be taken within two calendar days, from either of:*

(i) the date of birth, or

(ii) the date of the mother's release from hospital.

14.2.2. *A teacher shall be granted, upon request, up to two (2) operational days of leave with pay to attend to matters occurring on the date that the teacher receives their adoptive child.*

14.3. Jury Duty, Court Summons or Subpoena Leave

14.3.1. *Leave of absence without loss of pay shall be granted:*

a) For jury duty or any summons related thereto;

b) To answer a subpoena or summons to attend, as a witness, in any proceeding authorized by law to compel the attendance of witnesses, providing that the jury fee or court stipend is returned to the Employer.

14.4. Family Medical Leave

14.4.1. *A maximum of three (3) days per school year shall be granted with full pay for family medical treatment provided that the teacher's accumulated number of sick leave credits, as granted by clause 10.1 for teachers in the first two (2) years of service with the Employer is reduced by a corresponding amount.*

14.4.2. *In addition to the provisions of clause 14.4.1, a maximum of one (1) day per school year shall be granted with full pay for family medical treatment.*

14.4.3. *Additional days may be granted upon a request at the discretion of the Employer.*

14.5. Discretionary Leave

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

14.6. Convocation Leave

- 14.6.1. The Employer shall grant no more than two (2) teaching days in any school year for the teacher to attend a post-secondary convocation in which the teacher or the teacher's spouse or child is participating as a degree or diploma recipient.

14.7. Impassable Roads

- 14.7.1. In the event of road closure by the RCMP where no reasonable alternate route is available, or the road is impassable to the teacher, the superintendent or designate will authorize those affected staff to postpone their journey to work, work at an alternate Employer location or to work online at home under the direction of the principal.
- 14.7.2. Where roads are reopened during the workday, the teacher is expected to attend at their place of work.

15. GRIEVANCE PROCEDURE

Subject to Letter of Understanding on Interim Grievance Procedure, current articles 15 and 16 from the 2018-20 Collective Agreement apply until date of ratification of local agreements.

15.1. *This procedure applies to differences:*

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

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

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

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

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

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

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

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

- 15.4.4. *the remedy or correction being sought.*
- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the Employer, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.*
- 15.5.1. *When requested by TEBA, the Employer shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. *Representatives of the Employer and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the Employer when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Employer portion of statutory benefit contributions, as per clause 13.2. The Employer will give advance notice to the Association when a representative of the Employer affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the Employer against a teacher, the Employer shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the Employer and / or the Association may convey a grievance to arbitration.*
- 15.11. *The Employer and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three- (3-) member arbitration board consisting of a chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three- (3-) member arbitration board, and the nominees shall endeavour to select an independent chair.*
- 15.12.1. *If the parties are unable to select a chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a chair.*

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

15.16. TEBA Involvement in Grievance Proceedings

- 15.16.1. *At any point in the grievance procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the Employer.*
- 15.16.2. *At any point in the grievance procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the Employer.*
- 15.16.2.1. *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.*
- 15.16.2.2. *Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*
- 15.16.2.3. *Within five (5) operational days of the meeting set out in clause 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*
- 15.16.3. *In the event that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2, TEBA will provide written notice to the superintendent or designate, and the Associate Coordinator—Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*
- 15.16.4. *In instances where TEBA assumes carriage over a grievance process, all references to Employers in this article shall be read to apply to TEBA.*

15.17. Optional Mediation Process

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

15.18. Administration

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

16. EMPLOYMENT

16.1 Subrogation

- 16.1.1 a) *Cost of Absence* means the total remuneration paid by the Employer during a period when the teacher was absent from work.
- b) *Interest* means interest calculated in accordance with the provisions of the Alberta Judgment Interest Act, SA 2000, c.J-1 and amendments and regulations thereto.
- c) *Judgment or Settlement* means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
- d) *Remuneration* means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.
- e) *Teacher* means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian, or the estate of the deceased teacher.
- 16.1.2. In the event that the Employer incurs a cost of absence as a result of an act or omission of a third party, the Employer is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:
- a) the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;
- b) the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
- c) the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
- d) the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
- e) the teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;

- f) upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
 - g) the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
 - h) the Employer 's consent to settlement shall not be unreasonably withheld.
- 16.1.3. When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest, less a proportionate share of legal fees payable thereon by the teacher to their solicitor with respect to such recovery.
- 16.1.4. When as a result of a judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest, less a proportionate share of legal fees payable thereon by the teacher to their solicitor with respect to such recovery.
- 16.1.5. The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this clause 16.1.
- 16.1.6. In exercising any of its rights under clause 16.1, the Employer shall have due regard for the interests of the teacher.

16.2. Job Postings Transfers

- 16.2.1. The Employer shall communicate to all teachers the job posting and transfer policy prior to the deadline for submission of teacher intention forms.
- 16.2.2. Excluding recruitment drives, the Employer shall communicate all job openings known prior to June 1 for internal application, forty-eight (48) hours prior to posting for external application.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties have executed this collective agreement this _____ day of _____, 2024.

ON THE BEHALF OF THE EMPLOYER:

ON THE BEHALF OF THE ASSOCIATION:

Board Chair

Negotiating Subcommittee Chair

Associate Coordinator—Collective Bargaining
Teacher Employment Services

LETTERS OF UNDERSTANDING: CENTRAL

LETTER OF UNDERSTANDING #1

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

1. **Scope**

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

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

2. **Structure**

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

3. **Process**

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2
RE: INTERIM GRIEVANCE PROCEDURE

WHEREAS at the time of signing this Letter of Understanding, the Association and TEBA were actively engaged in central bargaining;

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

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

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

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

TRANSITION OF EXISTING GRIEVANCES

1. *For grievances filed under article 15 (Central Grievance Procedure) of 2018-20 teacher collective agreements prior to February 1, 2022, TEBA and the 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 2018-20 teacher collective agreements prior to February 1, 2022, the Employer and the Association will meet no later than March 31, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
 - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
 - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

INTERIM GRIEVANCE PROCEDURE

- 15.1. *This procedure applies to differences:*

 - 15.1.1. *about the interpretation, application, operation, or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
 - 15.1.2. *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*

- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the superintendent or designate and the Associate Coordinator—Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence/event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the Employer, and shall contain the following:*

 - 15.4.1. *the name(s) of the parties aggrieved;*
 - 15.4.2. *a statement of facts giving rise to the grievance;*
 - 15.4.3. *the article(s) of the collective agreement that are alleged to have been violated; and,*
 - 15.4.4. *the remedy or correction being sought.*

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

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

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

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

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

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

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

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

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

15.17. Optional Mediation Process

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

- 15.17.2. *The mediator shall be appointed by mutual agreement of the parties and the expenses of the mediator shall be equally borne by the parties. If the parties cannot reach agreement on a mediator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.17.3. *The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and / or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an arbitration board for resolution.*
- 15.17.4. *In the event the grievance cannot be resolved, the mediator may issue a report including a non-binding recommendation for settlement.*

15.18. Administration

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

LETTER OF UNDERSTANDING #3

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING # 4

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

This letter of understanding is subject to amendment by mutual agreement of the parties.

LETTER OF UNDERSTANDING #5
BILL 15 (EDUCATION (REFORMING TEACHER PROFESSION DISCIPLINE)
AMENDMENT ACT, 2022)

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING #6

EXPEDITED ARBITRATION (12 MONTH-PILOT)

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

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

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

LETTER OF UNDERSTANDING #7
DUTY TO ACCOMMODATE

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

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

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

LETTER OF UNDERSTANDING #8
DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

LETTER OF UNDERSTANDING #9
EXPERIENCE FORM

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 Association (See Appendix A); and,*
- *to ensure the consistent application of clause 3.4.9 in the movement of teachers between jurisdictions covered by the Public Education Collective Bargaining Act.*

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

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

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

Prior Experience

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this article.*
 - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero (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 Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*
 - a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
 - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
 - c) *The written confirmation is signed by an authorized officer of the previous employer.*

- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between Employers covered by PECBA. At the time of movement from another employer, the receiving Employer shall assume the recognition of experience provided by the previous employer.*
- 3.4.10. *Clauses 3.4.6 through 3.4.9 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this collective agreement.*

LETTERS OF UNDERSTANDING: LOCAL

**LETTER OF UNDERSTANDING #10
GUIDANCE / COUNSELLING POSITION(S)**

It is recognized that the organizational changes have resulted in a phase out of the teacher occupied positions of guidance/ counselling positions and that as of the date of signing of this letter of understanding (February 4, 2013), there remains one (1) recognized incumbent performing a portion of the role as originally established. However, the Employer agrees that on a present incumbent only basis, that incumbent will continue to receive an allowance as per the table below per year until the incumbent ceases to perform those duties, or assumes other responsibilities, positions, or leaves the employment of the Employer.

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

Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
\$ 1,006.88	\$ 1,011.91	\$ 1,024.56	\$ 1,045.05

LETTER OF UNDERSTANDING #11
PROFESSIONAL DEVELOPMENT FUND (PDF)

The PDF is an Employer / Association pilot project that will exist starting January 1, 2024, and shall end June 30, 2025 unless extended on mutual agreement of the Employer and the Association Local (Local).

Effective January 1, 2024, an amount of fifty-five thousand dollars (\$55,000) will be provided for the purposes of supporting this pilot for professional development activities and release time through funding of related substitute days.

The purpose of the fund is to support individual teacher professional development needs. The PDF is to support costs incurred in professional development activities or resources related to the Employer goals, school goals or the individual teacher's professional growth plan.

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

Fund allocation decisions will be administered by the PDF Committee. The Committee shall establish guidelines for the administration of the fund and ensure that regular operations of the schools are not unduly disturbed. Membership of the Committee shall consist of two (2) Employer representatives and two (2) Local representatives. Each party shall be responsible for the payment of the attendance and associated costs of their respective representatives on the Committee.

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

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

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

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

LETTER OF UNDERSTANDING #12

NON-OPERATIONAL DAY PRIOR TO TEACHERS' CONVENTION

The Employer shall maintain an operational calendar that provides a non-operational day directly proceeding the first day of the annual Endless Skies Teachers' Convention, so long as the location of the convention necessitates travel.

LETTER OF UNDERSTANDING #13
SUBSTITUTE TEACHER BOOKING SYSTEM

The Employer will explore the Automated Dispatch System (ADS) Atrieve and other automated substitute scheduling systems and prepare a report to be presented to the superintendent of schools by June 2024 and shared with The Teacher Board Advisory Committee.

LETTER OF UNDERSTANDING #14
ADMINISTRATOR PROCEDURE (AP) 357

The Administrative Procedure (AP) 357 will be amended to include the following:

The Employer will provide a one-time reimbursement of no more than five hundred (\$500.00) per school year to a teacher who incurs loss or damage to eyeglass frames and / or lenses and / or cellphones during the performance of duties.

If the teacher is covered under any other insurance plan, claims may be made to reimburse only costs not covered under the other plan.

This letter of understanding expires on June 30, 2024.

ADDENDUM

The Employer and the Association agree that the following coordinator positions allowances are excluded from the collective agreement:

1. French coordinator
2. Religious coordinator
3. Instruction program coordinator