

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 LIVINGSTONE RANGE SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024



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This collective agreement is made this ____ of _____, 2024 between The Livingstone Range 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 the teachers have been the subject of negotiations between the parties, and

WHEREAS the parties desire that these matters be set forth in a collective agreement to govern the terms of employment of the said teachers.

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

1. APPLICATION / SCOPE

- 1.1. *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the 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. Superintendent,
 - 1.2.2. Assistant superintendent,
 - 1.2.3. Associate superintendent,
 - 1.2.4. Deputy superintendent, and
 - 1.2.5. Director.
- 1.3. *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the 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 employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the Employers and to bind the Employers in any agreement with respect to central terms.*
- 1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
- 1.5.3. *For the purpose of bargaining collectively with the Association, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms.*
- 1.6. *The Employer retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7. *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8. *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9. *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10. *All provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2. List Bargaining

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

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

2.3. Central Matters Bargaining

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

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

2.4. Local Bargaining

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

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

2.5. Bridging

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

a) a new collective agreement is concluded, or

b) a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.

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

2.6. Meet and Exchange

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

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

2.7. Opening with Mutual Agreement

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

2.8. Provision of Information

- 2.8.1. *As the Association is the bargaining agent for the teachers employed by the Employer, the Employer shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*
- 2.8.2. *The Employer shall provide the following information to the Association and to TEBA annually as soon as possible after September 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 all the teachers monthly one-twelfth (1/12) of the salary in effect for that month as herein set forth and computed. For the purposes of this collective agreement, allowances shall be considered to be part of the salary.*
- 3.1.2. *Teachers under contract, except substitutes, shall be paid on or before the 28 day of the month.*
- 3.1.3. *All payments shall be made by direct deposit to the teacher's account based on information provided to the divisional office by the teacher.*
- 3.1.4. *Payment for administration shall commence on the effective date of appointment of the administrator.*

3.2. Grid

- 3.2.1. *The following shall determine the placement on the salary schedule:*
 - a) *the number of years of teacher education in accordance with clause 3.3.*
 - b) *the number of years of teaching experience in accordance with clause 3.4.*
- 3.2.2. *Salary Grids*

3.2.2.1. *Effective until June 9, 2022*

Years of teaching experience	Years of University Education		
	Four	Five	Six
0	59,322	62,663	66,387
1	62,788	66,137	69,865
2	66,255	69,612	73,340
3	69,722	73,086	76,817
4	73,188	76,558	80,292
5	76,655	80,031	83,771
6	80,121	83,505	87,247
7	83,587	86,981	90,723
8	87,053	90,455	94,200
9	90,522	93,929	97,676
10	93,988	97,403	101,152

3.2.2.2. *Effective June 10, 2022 (0.50% increase)*

Years of teaching experience	Years of University Education		
	Four	Five	Six
0	59,619	62,976	66,719
1	63,102	66,468	70,214
2	66,586	69,960	73,707
3	70,071	73,451	77,201
4	73,554	76,941	80,693
5	77,038	80,431	84,190
6	80,522	83,923	87,683
7	84,005	87,416	91,177
8	87,488	90,907	94,671
9	90,975	94,399	98,164
10	94,458	97,890	101,658

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

3.2.2.3. *Effective September 1, 2022(1.25% increase)*

Years of teaching experience	Years of University Education		
	Four	Five	Six
0	60,364	63,763	67,553
1	63,891	67,299	71,092
2	67,418	70,835	74,628
3	70,947	74,369	78,166
4	74,473	77,903	81,702
5	78,001	81,436	85,242
6	81,529	84,972	88,779
7	85,055	88,509	92,317
8	88,582	92,043	95,854
9	92,112	95,579	99,391
10	95,639	99,114	102,929

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

3.2.2.4. *Effective September 1, 2023 (2.00% increase)*

Years of teaching experience	Years of University Education		
	Four	Five	Six
0	61,571	65,038	68,904

Years of teaching experience	Years of University Education		
	Four	Five	Six
1	65,169	68,645	72,514
2	68,766	72,252	76,121
3	72,366	75,856	79,729
4	75,962	79,461	83,336
5	79,561	83,065	86,947
6	83,160	86,671	90,555
7	86,756	90,279	94,163
8	90,354	93,884	97,771
9	93,954	97,491	101,379
10	97,552	101,096	104,988

**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 were 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 3.4.10

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

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

- 3.5.1. *CTS school teachers who are teaching in a Vocational trade may include the following as experience provided that it is documented and confirmed by previous employer(s).*
 - 3.5.1.1. *A CTS teacher is an employee offering instruction in any subject requiring teacher qualifications under the Technical and Vocational Training Agreement and its appendices.*

- 3.5.1.2. *The Employer, at its discretion, may recognize a CTS teacher's trade and teaching experience by initially placing the teacher on a step of the basic salary schedule which will provide a salary commensurate with the income in business, trade, or industry, provided that this placement shall not exceed the maximum step in the applicable category.*
- 3.5.1.3. *The minimum experience recognized shall be for the last five (5) years of trade experience (or part thereof) plus one third (1/3) of all or any remaining trade experience.*
- 3.5.1.4. *CTS teachers receiving incremented payments pursuant to collective agreements prior to January 1, 1986, shall continue to receive such payments.*
- 3.5.1.5. *Recognition of one (1) year of education beyond the evaluation granted according to clause 3.3 of this collective agreement may be given by the Employer to CTS teachers who possess the following qualifications which have not contributed to the evaluation under clause 3.3: A certificate of proficiency in a designated trade (journeyperson's certificate or master's ticket) recognized by the Alberta Apprenticeship Board provided the trade is related to the teacher's assignment.*

3.6. Other Rates of Pay

3.6.1. Service Outside the Operational Calendar

- 3.6.1.1. Effective on June 26, 2023, when requested in writing by the Employer, a teacher not in receipt of an administrative allowance who agrees to render service outside of the divisional operational calendar shall be paid at the rate of one two-hundredth (1/200) of their grid placement per full day, or one four-hundredth (1/400) per half day (less than three (3) hours).
- 3.6.1.2. With mutual agreement, service rendered outside of the divisional operational calendar may be compensated with time in lieu during the subsequent school year.

3.6.2. Summer School

- 3.6.2.1. Effective on June 26, 2023, teachers who provide instruction during summer school shall receive one two-hundredth (1/200) of the applicable annual salary for full days and one four-hundredth (1/400) of the applicable annual salary for half (1/2) days.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations / Positions

4.1.1. It is the right of the Employer to create and fill administrative and supervisory positions provided that said positions are limited to those set out in clause 4.2.4 and other articles of the collective agreement.

4.2. Administration Allowances

4.2.1. Principal Allowances

4.2.1.1. *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. In addition to their salary in clause 3.2.2, each principal shall receive, monthly, an allowance equal to one twelfth (1/12) of a minimum allowance as set out in the table below per school or an amount calculated according to the percentage schedule below, whichever is the greater. In the case of teachers designated as the principal of a Hutterite Colony school, the minimum will not apply; the following calculation scale will apply. The minimum principal allowance specified in clause 4.2.1.3 does not apply to the Hutterite Colony school. In all instances, this calculation will include the principal and assistant principal(s) (vice-principal(s)).*

<i>Effective date</i>	<i>Minimum Allowance</i>
<i>September 1, 2018</i>	<i>\$15,904</i>
<i>June 10, 2022</i>	<i>\$15,984</i>
<i>September 1, 2022</i>	<i>\$16,184</i>
<i>September 1, 2023</i>	<i>\$16,508</i>

- a) *Four per cent (4%) of the fourth (4) year minimum for each of the first five (5) teachers,*
- b) *Two per cent (2%) of the fourth (4) year minimum for each of the next five (5) teachers,*
- c) *One point three per cent (1.3%) of the fourth (4) year minimum for each of the next five (5) teachers,*
- d) *Point nine per cent (.90%) of the fourth (4) year minimum for each of the next five (5) teachers,*
- e) *Point eight five per cent (.85%) of the fourth (4) year minimum for each remaining teacher.*

4.2.1.2. *For the purpose of this clause, a proportionate allowance shall be paid for part-time teachers.*

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

4.2.2. *Assistant Principal / Vice Principal Allowances*

4.2.2.1. *In addition to their salary in clause 3.2.2, each assistant principal (vice-principal) shall receive one half (1/2) the allowance paid to the principal, except that where there is more than one vice-principal, assistant principal, team leader or other administrative support personnel in a school, a sum equal to the assistant principal's (vice-principal's) allowance shall be divided between them or among them in the ratio of their responsibilities.*

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

4.2.3. *Hutterite Colony Allowances*

4.2.3.1. *The allowance paid to a teacher employed as a teacher on a Hutterite Colony is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

4.2.3.2. *In addition to the salary indicated elsewhere in this agreement, a teacher employed by the Employer as a teacher on a Hutterite Colony, shall be paid an allowance listed below with such allowance to be prorated if the teacher does not teach on the colony on either a full-time basis or for a complete school year.*

4.2.3.2.1. *Effective until June 9, 2022, \$1,001.00.*

4.2.3.2.2. *Effective June 10, 2022, zero point five per cent (0.50%) increase, \$1,006.01.*

4.2.3.2.3. *Effective September 1, 2022, one point two-five per cent (1.25%) increase, \$1,018.58.*

4.2.3.2.4. *Effective September 1, 2023, two per cent (2%) increase, \$1,038.95.*

4.2.3.3. *New hires to colony schools shall only receive the colony allowance, as identified in clause 4.2.3.2.*

4.2.4. *Supervisor and Coordinator Allowances*

4.2.4.1. *The supervisor and coordinator allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. In addition to the salary under clause 3.2.2, there shall be paid the following allowances to designated personnel employed by the Employer.*

4.2.4.1.1. Supervisors

4.2.4.1.1.1. *Effective until June 9, 2022, \$12,635.00.*

4.2.4.1.1.2. *Effective June 10, 2022, zero point five per cent (0.50%) increase, \$12,698.18.*

4.2.4.1.1.3. *Effective September 1, 2022, one point two-five per cent (1.25%) increase, \$12,856.90.*

4.2.4.1.1.4. *Effective September 1, 2023, two per cent (2%) increase, \$13,114.04.*

4.2.4.1.2. Coordinators

4.2.4.1.2.1. *Effective until June 9, 2022, \$6,063.00.*

4.2.4.1.2.2. *Effective June 10, 2022, zero point five per cent (0.50%) increase, \$6,093.32.*

4.2.4.1.2.3. *Effective September 1, 2022, one point two-five per cent (1.25%) increase, \$6,169.48.*

4.2.4.1.2.4. *Effective September 1, 2023, two per cent (2%) increase, \$6,292.87.*

4.3. Red Circling

4.3.1. A principal or assistant principal (vice-principal) who is transferred by the Employer, without first voluntarily requesting a transfer, shall not be paid an administrative allowance that is less than they were receiving immediately previous to the transfer.

4.4. Acting / Surrogate Administrators – Compensation

4.4.1. When, in the absence of the principal, the assistant principal (vice-principal) or any other designee acts in their place for a period of five (5) or more consecutive school days, the assistant principal (vice-principal) or designee shall receive an allowance of one two-hundredth (1/200) of the principal's allowance as calculated in clause 4.2.1 effective on the fifth (5) day and for every consecutive school day thereafter until the return of the principal.

4.4.2. In a school where both the principal and assistant principal (vice-principal) are absent or where there is no assistant principal (vice-principal), a teacher shall be designated by the Employer to be acting principal and shall be paid an amount equivalent to one four-hundredth (1/400) of fifty per cent (50%) of the principal's allowance for each half (1/2) day of absence.

4.5. Teachers with Principal Designations

- 4.5.1. *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2017, may continue under the term contract until the total number of years designated as a principal is five (5) years.*
- 4.5.3. *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.*
- 4.5.4. *Any current assistant or vice-principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2023, may continue under the term contract until the total number of years designated as an assistant or vice-principal is five (5) years. When the total length of the assistant's or vice-principal's designation will be five (5) years between September 1, 2023, and January 1, 2024, the Employer must decide by January 1, 2024, whether or not the designation will continue in the 2023-2024 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.5.5. *Effective September 1, 2023, 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.*

4.6. Other Administrator Conditions

4.6.1. Lieu Days

- 4.6.1.1. Principals shall receive three (3) days in lieu and assistant principals (vice-principals) shall receive two (2) day in lieu for assigned duties undertaken outside of operational days. Lieu days will not be paid out.

4.6.2. Multiple Sites

4.6.2.1. The Employer shall pay to any teacher required to teach in more than one school in the same day a per kilometer allowance. The allowance payable shall be as established by the Employer and shall be equivalent to the basic per kilometer allowance established for central office personnel. Claims for kilometer allowance shall be submitted and paid quarterly.

4.6.3. Each main campus shall have a designated on-site administrator.

4.6.4. Any teacher under this contract shall only be eligible for one allowance with the exception of clause 4.6.2.1 multiple sites allowance.

5. SUBSTITUTE TEACHER

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 Day Rates

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, point five per cent (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, one point two-five per cent (1.25%) increase; the substitute teachers' daily rates of pay will be \$215.73 plus two per cent (2%) in lieu of benefits \$4.31 for a total of \$220.04.*

5.1.3.4. *Effective September 1, 2023, two per cent (2%) 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. *The one-half (1/2) day rate shall be fifty per cent (50%) of the full-day rate.*

5.2. Commencement of Grid Rate

5.2.1. *Number of days to go on grid:*

5.2.1.1. *Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive days shall be, effective the sixth (6) consecutive teaching day, according*

to placement on the salary grid subject to the terms of this collective agreement.

5.2.1.2. *A substitute teacher employed in a teaching position for more than four (4) consecutive school days and who accepts a contract of employment with the Employer shall be paid effective the first (1) day, according to their recognized placement on the salary schedule.*

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

5.3. Other Substitute Teacher Conditions

5.3.1. At the end of each school year, the Employer shall supply to a substitute, upon that teacher's request, the number of substitute teacher days taught by the teacher during that school year.

5.3.2. A substitute teacher will be hired to cover the classes of a teacher designated as acting principal, where reasonably practical.

5.3.3. When a substitute teacher is hired, they will follow the schedule, including any unassigned time and supervision of the teacher they are booked to replace, except where the substitute teacher is replacing an administrator or a teacher of less than one point zero (1.0) FTE. Notwithstanding, the school administration may reassign duties to the substitute teacher where it is reasonable to support the effective operation of the school.

5.3.4. No substitute teacher assignment shall be cancelled later than 6:00 p.m. the evening before unless cancellation is due to inclement weather, cancellation of classes, school closure, or if another similar assignment within a reasonable distance is offered for the same date as the canceled assignment.

5.4. Occupational Health and Safety

5.4.1. Where a substitute teacher has taught at least ten (10) days in The Livingstone Range School Division in a school year, and where the substitute teacher has completed all Employer-required Occupational Health and Safety modules by May 30 of the school year, an amount equal to fifty per cent (50%) of the full-day rate in clause 5.1.4 will be paid on the final pay period of the school year.

5.4.2. It is anticipated that the Occupational Health and Safety modules assigned under clause 5.4.1 will not require more than three (3) hours for completion. Where assigned modules exceed three (3) hours (as estimated by the Employer), the additional time may be compensated at the discretion of the Associate Superintendent, Human & Learning Services.

5.5. Substitute Teacher Involvement in Divisional Professional Development

- 5.5.1. All substitute teachers on the divisional roster will be invited to participate in Divisional Days and Inter-School Collaboration Days.

6. PART TIME TEACHERS

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

6.2. *Part-time Teachers Salaries*

- 6.2.1. *The salary of a part-time teacher shall be calculated by determining the salary to which the teacher would be entitled to if the teacher were teaching on a full-time basis and applying to this amount the percentage that is equivalent to the actual time assigned the teacher by the Employer.*

6.3. *Part-time Teachers Benefits and Proration*

- 6.3.1. *The premiums for part-time teachers who are eligible shall be paid in accordance with clause 7.1.2 on a prorata basis.*

6.4. *Other Part-time Teacher Conditions*

- 6.4.1. Any teacher employed on a full-time (one point zero (1.0) FTE) continuous contract as of September 1, 1996, who agrees to employment on a part-time contract shall be given a part-time continuing contract for an agreed upon period and notwithstanding section 211(2) of the *Education Act*, that contract shall be for a specified portion of a full-time equivalent which shall not be varied except by consent.
- 6.4.2. A part-time teacher's assignment should be contiguous. In the event that part-time teacher's assignment is not designed to be contiguous, they will be provided with a written rationale of the decision and will have the opportunity to appeal the assignment to the Associate Superintendent, Human & Learning Services for review.

7. GROUP BENEFITS

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

- 7.1.1. *The Employer shall affect and maintain:*

7.1.1.1. *Alberta School Employee Benefit Plan (ASEBP)*

- a) *Extended Disability—Plan D*
- b) *Life Insurance, Plan 2*

- c) *Accidental Death and Dismemberment, Plan 2*
- d) *Extended Health Care—Plan 1*
- e) *Dental Care—Plan 3*
- f) *Vision Care—Plan 3*

7.1.1.2. *Effective until June 9, 2022, the Alberta Health Care Insurance (AHC).*

7.1.2. *The Employer shall contribute towards the payment of the premiums for the plans specified in clause 7.1.1 as follows:*

7.1.2.1. *For teachers teaching in schools within The Livingstone Range School Division, the Employer shall contribute towards the payment of the premiums for the plans specified in clause 7.1.1 at the rate of one hundred per cent (100%) of the premium per teacher except for leaves identified in clause 9.2 which exceed thirty (30) calendar days or where stated elsewhere in this agreement or when the teacher becomes eligible to receive disability benefits.*

- a) *ASEBP Extended Health Care, Plan 1—one hundred per cent (100%) of each participating teacher's monthly premium.*
- b) *ASEBP Dental Care, Plan 3—one hundred per cent (100%) of each participating teacher's monthly premium.*
- c) *ASEBP Extended Disability, Plan D—one hundred per cent (100%) of each participating teacher's monthly premium.*
- d) *ASEBP Life Insurance, Plan 2—one hundred per cent (100%) of each participating teacher's monthly premium.*
- e) *Accidental Death & Dismemberment, Plan 2—one hundred per cent (100%) of each participating teacher's monthly premium.*
- f) *ASEBP Vision Care, Plan 3—one hundred per cent (100%) of each participating teacher's monthly premium.*
- g) *Effective until June 9, 2022, the AHC Insurance—one hundred per cent (100%) of each participating teacher's monthly premium.*

7.2. Group Benefits Eligibility

7.2.1. *When enrolment and other requirements for group participation in various plans have been met, the Employer will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.*

- 7.2.2. *Subject to the provisions of the master policies and Alberta Health Care regulations, all eligible teachers shall participate in the Extended Disability, Plan D and the Life Insurance, Plan 2, as a condition of continued employment with the Employer.*
- 7.2.3. *It is understood, however, that participation in the Extended Health Care, Plan 1, the Dental Care, Plan 3, and the Vision Care, Plan 3, is not a condition of continued employment with the Employer.*

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

- 7.3.1. *The Employer will continue to maintain for each eligible teacher an HSA / WSA that adheres to Canada Revenue Agency (CRA) requirements and administered by ASEBP. The Employer will contribute \$60.42 per month for each eligible teacher to a yearly total of \$725.00. This contribution shall be pro-rated for teachers employed with the Employer. The unused balance will be carried forward for a total accumulation of two (2) years. The teachers leaving the employ of the Employer will forfeit any remaining balance. In this article “eligible teacher” means any teacher on a continuing, probationary, interim, or temporary contract.*

7.4. Other Group Benefits

- 7.4.1. *It is understood that payments toward the aforementioned benefit plan shall permit the Employer to retain and not pass on to teachers any rebates of premiums otherwise required under Employment Insurance Commission regulations.*
- 7.4.2. *It is understood that any teacher who becomes eligible to receive disability benefits as provided in the ASEBP will not be entitled to receive any salary from the Employer while they are eligible to receive disability benefits.*

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

- 8.1.1. *Teacher instructional time will be capped at 907 hours per school year.*
- 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;*
- h) *other activities that are specified by the Employer to occur at a particular time and place within a reasonable work day.*

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

8.2.3. *Time spent traveling to and from professional development opportunities identified in 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 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. Other Conditions

8.4.1. Staff deployment and administrative time shall be the responsibility of the superintendent in consultation with the school principal. It is the responsibility of the school principal to consult with their staff.

8.5. New Teacher Orientation

8.5.1. New teacher orientation days will be within the related school year calendar, or the teacher will be provided one (1) day in lieu to be used in the related school year at a day agreeable to the teacher and the superintendent.

8.6. Extra-curricular Activities

8.6.1. The Employer and the Association both acknowledge the value of extra-curricular activities in enriching our school communities. It is recognized that teacher involvement in extracurricular activities is voluntary and therefore does not count as assignable time.

9. PROFESSIONAL DEVELOPMENT

9.1. Teacher Professional Growth Plan

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

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

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

9.2. Professional Improvement Leave

9.2.1. *Professional leave shall mean leave of absence granted by the Employer on application by a teacher for the following reasons:*

a) *Study approved by the Employer to upgrade a teacher's academic or professional status or for other reasons which are acceptable to the Employer.*

9.2.2. A teacher who is granted professional leave shall give an undertaking in writing to return to their teaching duties following expiration of their leave and shall not resign from teaching service, other than by mutual agreement between the Employer and the teacher, for a period of at least two (2) school years after

resuming their duties. Should a teacher resign or retire from service of the Employer before completing their two (2) years service following such leave, repayment of leave salary shall be made to the Employer on a prorata basis.

- 9.2.3. *All applications for professional leave shall be submitted in writing to the Employer by February 1 preceding the school year in which the professional leave is to commence.*
- 9.2.4. *The Employer, after reviewing the application(s) for professional leave, may grant such professional leave. Those granted professional leave shall be so informed by March 15 preceding the school year in which the professional leave is to commence.*
- 9.2.5. *A teacher who is granted professional leave for a school year shall receive as salary \$18,000 during the year of their professional leave, payable in a manner agreed upon by both parties. For a semester of professional leave, payment as salary shall be \$9,000. A part-time teacher granted a professional leave shall receive the applicable salary herein on a prorata basis.*
- 9.2.6. *A teacher on professional leave shall be responsible for payment of benefit premiums.*
- 9.2.7. *Professional leave may be applied for after five (5) years or during the fifth (5) year of continuous service with the Employer.*
- 9.2.8. *Resumption of duties shall be as per clause 14.5.*
- 9.3. *The Employer will provide a Professional Development Fund collaboratively administered by the LRSD Professional Development Council and Livingstone Range Local No 14. The Employer will contribute \$55,000 per annum on September 1. There will be a rollover of unused funds, but the total fund amount shall not exceed \$100,000. If an Employer contribution to the fund would cause the fund to exceed \$100,000, the Employer's contribution will be reduced commensurately.*

10. SICK LEAVE (Medical Certificates and Reporting)

- 10.1. *In the first (1) year of service with the Employer, a teacher shall be entitled to twenty (20) school days of sick leave at full salary. During the second (2) and subsequent years of service, annual sick leave with full salary will be granted for ninety (90) calendar days.*
- 10.2. *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall continue to be entitled to the full number of sick leave days stipulated in clause 10.1. Notwithstanding the above, after twenty (20) school days of continuous absence in a teacher's first (1) year of service, no further salary shall be paid. After ninety (90) calendar days of continuous absence during a teacher's second or subsequent years of service, no further salary shall be paid and the provisions of ASEBP shall take effect. A teacher who, in their second (2) or subsequent year of service returns to work after a continuous absence of ninety (90) calendar days shall have their sick leave entitlement under clause 10.1 reinstated.*

- 10.3. *When a teacher leaves the employ of the Employer, all accumulated sick leave shall be cancelled except as provided in clause 10.3.1.*
- 10.3.1. *Notwithstanding clause 10.3, in the case of a teacher who has had previous service with the Employer and re-enters its employ within twenty-six (26) months of leaving and upon production of a medical certificate of good health, the sick leave accumulated (clause 10.1), during the period of employment with the Employer shall be reinstated to the credit of the teacher.*
- 10.4. *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability, or sickness for a period of four (4) or more consecutive teaching days may be required to present a medical certificate within one (1) month of commencing medical leave.*
- 10.5. *A teacher who is absent from school duties to obtain medical or dental treatment or because of accident, disability, or sickness for a period of three consecutive teaching days or less, may be required to present a signed statement giving reasons for such absence.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

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

11.2. Parental Leave

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

11.3. Salary Payment and Benefit Premium Payment Set Supplemental Employment Benefits (SEB) Plan

- 11.3.1. *At the commencement of maternity leave, the teacher shall be eligible for one of the following options:*
- 11.3.2. *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3. *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*
 - a) *The teacher may access sick leave entitlement with pay as specified in article 10 for the period of illness or disability.*
 - b) *The Employer shall implement a SEB plan which shall provide teachers on maternity leave with one hundred per cent (100%) of their salary during seventeen (17) weeks of leave.*

- 11.3.4. *The Employer shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The Employer shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The HSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the 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. *Personal leave for one (1) day in any school year shall be granted, subject to operational requirements of the school, for attending to private concerns. Where possible, at least five (5) operational days' notice shall be given to the principal or in the case of a principal to the superintendent or their office. If personal leave is being used to extend a regularly scheduled holiday, the principal of the school shall be given thirty (30) days' notice. Extenuating circumstances can be granted at with the approval of the superintendent or designate.*

12.2. *Given the importance of professional development, it is preferred that personal leave not be requested for professional development days. If a request is submitted, ten (10) operational days notice should be given, and the teacher should indicate what steps they will take to ensure they are up to date on the focus of the professional development day.*

12.3. With Partial Pay

12.3.1. *Temporary leave of absence with pay shall be granted to teachers as follows provided that an amount equivalent to the salary of a substitute as defined in clause 5.1.5 is forthcoming to the Employer through payroll deduction or payment from other sources:*

12.3.1.1. *Personal leave for not more than five (5) days in any school year shall be granted, subject to operational requirements of the school, for attending to private concerns. Where possible, at least five (5) operational days' notice shall be given to the principal or in the case of a principal to the superintendent or their office. If personal leave is being used to extend a regularly scheduled holiday the principal of the school shall be given thirty (30) days' notice.*

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 article.*

Effective September 1, 2022

- 13.1. *The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this article by providing advance notice when possible and committing to making best efforts in resolving challenges.*
- 13.2. *A teacher shall be granted leave of absence with pay provided the 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 article.*

14. OTHER LEAVES

- 14.1. **With Full Pay**—*A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence approved by the Employer. Where such teacher is absent:*
 - 14.1.1. *Critical Illness and Death Leave*
 - 14.1.1.1. *For not more than five (5) teaching days per school year, if necessary, because of the critical illness, and not more than five (5) teaching days per school year, if necessary, for the death of any of the following legal relatives of the teacher or their spouse: spouse, child, parent, grandparent, grandchild, sister, brother, aunt, uncle, niece, nephew, sister-in-law, brother-in-law, daughter-in-law, son-in-law or other relative who is a member of the teacher's household.*

14.1.1.2. *Where critical illness is not followed by death within thirty (30) days, the Employer may require a medical certificate stating that critical illness was the reason for absence. Such medical certificate may be requested by the Employer within thirty (30) days of their being notified.*

14.1.2. *Leave for Child's Arrival*

14.1.2.1. *For one (1) teaching day per year in the event of the birth of the teacher's child or the adoption of a child by the teacher if the event occurs on a teaching day.*

14.1.3. *Impassable Roads Leave*

14.1.3.1. *For those school days on which a teacher is unable to reach the school from their usual place of residence because of impassable public roads, provided that the teacher contacts the school principal as soon as possible to advise the principal of their absence.*

14.1.3.2. *If public roads become passable, a teacher may attend school after consultation with administration.*

14.1.4. *Family Medical / Need Leave*

14.1.4.1. *A teacher shall have access to use up to three (3) days per school year in order to care for their sick spouse, child, or parent.*

14.2. Graduation and Convocation Leave

14.2.1. Effective on June 26, 2023, one (1) day with pay per school year to attend the graduation of the teacher's child from high school or convocation from a post-secondary institution if the event falls on an operational day.

14.2.2. Effective on June 26, 2023, one (1) day with pay per school year to attend the teacher's own convocation at a post-secondary institution if the event falls on an operational day.

14.3. Jury Duty / Court Appearance Leave

Temporary leave of absence with pay shall be granted to teachers as follows provided that an amount equivalent to the salary of a substitute as defined in clause 5.1.3 is forthcoming to the Employer through payroll deduction or payment from other sources.

14.3.1. *Jury duty will be granted as leave with pay on the condition that any stipend received be turned over to the Employer.*

14.3.1.1. *For jury duty or for attending for selection purposes or any summons related thereto.*

14.3.1.2. *To answer a subpoena or summons to attend as a witness in any proceeding, authorized by law, compelling the attendance of the*

teacher, providing such is in accordance with the professional duties of the teacher.

14.3.1.3. *To respond to a subpoena or a notice to attend court in a criminal or civil matter that is not related to the personal affairs of the teacher.*

14.3.1.4. *Provided that in clauses 14.3.1.1, 14.3.1.2, and 14.3.1.3, the teacher remits to the Employer any witness fee or jury stipend, excluding allowances and / or expenses, set by the court or other body.*

14.4. Discretionary Leave

14.4.1. Additional leaves of absence with or without pay and other benefits of this agreement may be granted to teachers upon request at the sole discretion of the Employer.

14.5. Resumption of Duties

14.5.1. Resumption of duties shall be as per clause 14.6

14.6. Return to Duty

14.6.1. Teachers returning to duty from leave of one (1) year or less or to full-time duty from part-time or job-sharing arrangements of one (1) year or less shall be placed in the position they held prior to the leave or arrangement or treated no less favourably than had they been actively teaching.

14.6.2. The teacher shall, in consultation with the superintendent, establish a date of return from leave at the time the leave is taken.

14.7. Deferred Salary Leave

14.7.1. The Employer agrees to implement a deferred salary leave plan as approved by Revenue Canada and as attached as an appendix to this collective agreement and as available at the central office and at each school.

14.8. School Closure

14.8.1. *When school is closed for all students due to health reasons, inclement weather, physical plant breakdowns, teachers will not be required to attend school but should continue to work from home or an alternate location.*

15. GRIEVANCE PROCEDURE

Subject to Letter of Understanding on Interim Grievance Procedure, current article 15 and 16 in 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 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. Transfers

- 16.1.1. All new positions will be posted in schools (except during school holidays), and on the Apply to Education website. Positions coming open during the school year may be filled internally or externally but must be advertised before being filled permanently.
- 16.1.2. All transfers are subject to the provisions of section 212 of the *Education Act*.
- 16.1.3. The Employer will provide written reasons for an Employer-initiated transfer.
- 16.1.4. Teachers may submit requests for transfers by March 31 each year, in a form determined by the Employer. The Employer will consider these requests during staffing and placement processes. Teachers will be notified of the status of their transfer request by June 30 of each year.
- 16.1.5. A teacher may appeal a transfer to the Employer. A written appeal must be submitted to the Employer within seven (7) days. The Employer may set a date and time for the hearing requested that is not earlier than fourteen (14) days after the teacher receives notice of the transfer unless the teacher agrees in writing to an earlier date.
- 16.1.6. Nothing in this article prevents a teacher from exercising their right to an appeal of the transfer to the Employer and the courts.
- 16.1.7. Transfer decisions are subject to the grievance provisions of this collective agreement.

- 16.1.8. No teacher shall normally be required to accept a transfer of more than fifty-five (55) kilometers (kms) from the teacher's last school assignment.
- 16.1.9. When program changes eliminate the availability of a position within the fifty-five (55) kms restriction, a teacher may be required to transfer further.
- 16.1.10. Subject to clause 16.1.9, unless a teacher agrees, a teacher cannot be transferred more than fifty-five (55) kms from the teacher's last school assignment within three (3) calendar years of the last transfer.
- 16.1.11. All transfers will be done in a fair, just, reasonable, and consultative manner.

16.2. Information and Files

- 16.2.1. The parties hereby recognize that, basic to the proper management and administration of a school system, it is the Employer's right and responsibility to formulate and adopt policies and regulations.
- 16.2.2. The Employer shall post the collective agreement and the link to the ASEBP website on The Livingstone Range School Division website.

SIGNATURE PAGE

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

On the behalf of
The Alberta Teachers' Association

On the behalf of
The Livingstone Range School Division

*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;*
 - 15.4.1. *a statement of facts giving rise to the grievance;*
 - 15.4.1. *the article(s) of the agreement that are alleged to have been violated; and,*
 - 15.4.1. *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 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 Alberta Teachers' Association (See Appendix A); and,*
- *to ensure the consistent application of clause 3.4.9 in the movement of teachers between jurisdictions covered by the Public Education Collective Bargaining Act.*

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

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

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

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

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

- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

Prior Experience

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this article.*
- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero (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 were earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
 - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
 - c) *The written confirmation is signed by an authorized officer of the previous employer.*
- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between Employers covered by PECBA. At the time of movement from another employer, the receiving Employer shall assume the recognition of experience provided by the previous employer.*
- 3.4.10. *Clauses 3.4.6 through 3.4.9 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

LETTERS OF UNDERSTANDING—LOCAL

LETTER OF UNDERSTANDING #10:

DISTRIBUTED EDUCATION

The parties recognize that a Distributed Education Collaboration Committee has been established in accordance with the 2020–24 central table settlement between TEBA and the Association, and that collaborative work is ongoing within The Livingstone Range School Division to monitor and assess working conditions in the distributed education environment. The parties agree on the importance of ensuring distributed education practices support student and teacher success.

It is recognized that distributed education conditions of practice continue to be a central matter, and that pilot projects should be focused on informing future central negotiations on this matter. Therefore, it is agreed that the Distributed Education Collaboration Committee process may result in the following outcomes:

- A summary of information collected during the process, which may include:
 - The number of students, credits, courses, or subject areas a teacher may be assigned;
 - The amount of course design and development expected of a teacher;
 - Class composition and complexity in the distributed education environment;
 - The amount of non-instructional time that may be assigned to distributed education teachers;
 - Appropriate processes and considerations when students do not complete the attempted course;
 - Processes and timing for enrolling students in courses or programs.
- Potential changes to local practices that may be implemented without adjustments to the collective agreement;
- Recommendations by the parties to their respective representatives at the central table on future provisions that may be negotiated on distributed education conditions practice.

This letter of understanding expires on the date of ratification of the local agreement that follows the 2020–24 agreement, or earlier on the mutual agreement of the parties.

LETTER OF UNDERSTANDING #11:

SUBSTITUTE TEACHER LIST

The parties agree to meet during the life of this collective agreement to discuss processes and / or parameters that may be implemented to ensure the substitute teacher list reflects the teachers available to render services within The Livingstone Range School Division. Mutually agreed adjustments to processes and / or parameters will be implemented by August 31, 2024.

This letter of understanding expires August 31, 2024.

**LETTER OF UNDERSTANDING #12:
LONG SERVICE RECOGNITION PROGRAM**

The parties agree to establish a committee with equal representation from the Employer and the Association to review the division's Long Service Recognition Program and make recommendations about how the budget associated with the program may be reallocated to better incentivize long service within The Livingstone School Division.

This letter of understanding expires August 31, 2024.

LETTER OF UNDERSTANDING #13:
SUBSTITUTE TEACHER TRAVEL ALLOWANCE

Effective September 1, 2023 (or the first of the month following ratification, whichever is later), where a substitute teacher lives farther than sixty (60) km one way from the school they are to report to, and the substitute teacher is required to travel more than sixty (60) km (one (1) way) to the school they are to report to, the substitute teacher shall be paid a per day travel allowance as per the table below.

This only applies to the first five (5) consecutive teaching days in the same teaching assignment unless otherwise determined solely by the Employer to continue. This provision does not apply to teachers under probationary, interim, temporary, or continuous contracts.

Mileage (One Way)	Total Daily Travel Allowance
0 km—60 km	No Travel Allowance
60 km—90 km	\$30.00
91 km and Over	\$40.00

This letter of understanding expires on the date of ratification of the local agreement that follows the 2020–24 agreement.