

# **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 STURGEON SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>PAGE NUMBER</b>
1. APPLICATION / SCOPE.....	3
2. TERM.....	5
3. SALARY.....	8
4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE.....	14
5. SUBSTITUTE TEACHERS.....	16
6. PART TIME TEACHERS.....	18
7. GROUP BENEFITS.....	189
8. CONDITIONS OF PRACTICE.....	20
9. PROFESSIONAL DEVELOPMENT.....	21
10. SICK LEAVE.....	22
11. MATERNITY, ADOPTION AND PARENTAL LEAVE.....	23
12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE.....	25
13. ASSOCIATION LEAVE AND SECONDMENT.....	27
14. OTHER LEAVES.....	28
15. GRIEVANCE PROCEDURE.....	28
16. EMPLOYMENT.....	32
SIGNATURE PAGE.....	33
LOCAL APPENDIX A: RETURN TO WORK CERTIFICATE.....	34
LETTERS OF UNDERSTANDING: CENTRAL.....	35
PILOT PROJECT #1:.....	52
PILOT PROJECT #2:.....	53

This collective agreement is made this \_\_\_\_\_ of \_\_\_\_\_ 2023 between The Sturgeon 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.*

## **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

This collective agreement applies to all teachers employed by the Employer who, as a condition of employment, must possess a valid teaching certificate issued under the authority of the Department of Education, the Province of Alberta, herein collectively called the teachers, except the superintendent, deputy superintendent, associate superintendent and director of curriculum and instruction.

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

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

1.4.1. *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*

1.4.2. *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms and to bind the teachers by a collective agreement.*

### 1.5. Role of TEBA

1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on*

*behalf of the Employers and to bind the Employers in any agreement with respect to central terms.*

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

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

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

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

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

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

#### 1.10. Structural Provisions

1.10.1. The **Teacher Board Advisory Committee (TBAC)** shall consist of three (3) trustees, one (1) of whom shall act as chair, the superintendent or designate and a teacher from each of the schools within The Sturgeon School Division. All proposed changes initiated by the Employer in policy, regulations, and Administrative Practices concerning teachers' working conditions shall be referred to the TBAC for consideration and recommendation. All requests by the Association for changes in Employer policy and regulations shall be referred to the TBAC for consideration and recommendation to the Employer.

1.10.1.1. The TBAC shall meet upon the request of either party.

1.10.1.2. The Employer shall provide the TBAC members with draft copies of school calendars and Board Policies. The TBAC may request a meeting to discuss draft calendars and Board Policies.

1.10.2. The Employer and teachers have a mutual responsibility to provide and maintain a safe working environment. The Employer has a responsibility for ensuring a safe environment prevails in the workplace and to take appropriate measures to achieve this result. Teachers have a right to a safe working environment and the responsibility to assist the Employer in this regard.

1.10.2.1. The parties agree to develop and maintain an **Organizational Health and Safety Committee**. The Association will provide a representative on this committee. The Employer may invite other employee groups to provide representation on this committee. The mandate of the

committee will be to collaborate on efforts to improve staff wellness and workplace safety.

1.10.2.2. The Employer shall ensure that teachers in Morinville Learning Centre (MLC), Sturgeon Learning Centre (SLC) work in a safe work environment considerate of the safety issues unique at the school. To protect teachers, the staffing complement shall include a minimum of two (2) staff members at all times.

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

## **2. TERM**

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

### **2.2. List Bargaining**

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

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

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

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

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

### **2.4. Local Bargaining**

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

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

### **2.5. Bridging**

- 2.5.1. *Notwithstanding Section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until*
- a) *a new collective agreement is concluded, or*
  - b) *a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*
- 2.5.2. *If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under Section 11(4) of PECBA or the central terms have otherwise been settled.*
- 2.6. *Meet and Exchange*
- 2.6.1. *For central table bargaining, representatives of the Association and TEBA shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.*
- 2.6.2. *For local table bargaining, representatives of the Association and an Employer shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first meeting, the Association and Employer shall exchange details of all amendments sought.*
- 2.7. *Opening with Mutual Agreement*
- 2.7.1. *The Association and TEBA may at any time by mutual agreement negotiate revisions to the central matters contained in this collective agreement. Any such revisions shall become effective from such date as shall be mutually agreed upon by the Association and TEBA.*
- 2.7.2. *The Association and the Employer may at any time by mutual agreement negotiate revisions to the local matters contained in this collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.*
- 2.8. *Provision of Information (Effective until June 9, 2022)*
- 2.8.1. *As the Association is the bargaining agent for the teachers employed by the Employer. The Employer shall provide to the Association at least twice each year, no later than October 31<sup>st</sup> and March 31<sup>st</sup>, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the 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<sup>th</sup> but no later than the last operational day in December:*

- 2.8.2.1. *Teacher distribution by salary grid category and step as of September 30<sup>th</sup>;*
- 2.8.2.2. *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<sup>st</sup> and May 31<sup>st</sup>, 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 article 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<sup>th</sup> but no later than the last operational day in December:*

- 2.8.2.1. *HSA / WSA / RRSP utilization rates;*
- 2.8.2.2. *Most recent 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<sup>st</sup>.*

### **3. SALARY**

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

*All salaries contained herein are “per annum” unless specifically stated otherwise.*

- 3.1.1. *The number of years of teacher education and the years of teaching experience, computed according to the collective agreement, shall together determine the annual salary rate for each teacher employed by the Employer. Tabulated below are the salary rates, and the experience increments for each year of teacher education.*
- 3.1.2. *The Employer shall pay each teacher their salary in equal amounts of one-twelfth (1/12<sup>th</sup>) of their annual salary on the second last operational day of each month from September to May inclusive. On the last operational day of June, they shall receive two-twelfths (2/12<sup>th</sup>) of their salary and on the second last banking day in August, they shall receive one-twelfth (1/12<sup>th</sup>) of their salary (taking into consideration necessary adjustments).*
  - 3.1.2.1. *Teachers no longer under contract for the subsequent year or who resign or retire from staff effective the last operational day of June shall receive three-twelfths (3/12<sup>th</sup>) of their salary on the last operational day in June.*
  - 3.1.2.2. *Payment of salaries shall be made by the Employer by direct deposit to the teacher’s designated banking institution.*



3.2. Grid

3.2.1. *Effective until June 9, 2022*

<b>STEP</b>	<b>CAT 4</b>	<b>CAT 5</b>	<b>CAT 6</b>
<b>0</b>	\$ 59,432	\$ 62,896	\$ 66,971
<b>1</b>	\$ 62,928	\$ 66,392	\$ 70,466
<b>2</b>	\$ 66,417	\$ 69,883	\$ 73,956
<b>3</b>	\$ 69,911	\$ 73,374	\$ 77,447
<b>4</b>	\$ 73,402	\$ 76,866	\$ 80,941
<b>5</b>	\$ 76,896	\$ 80,360	\$ 84,432
<b>6</b>	\$ 80,388	\$ 83,850	\$ 87,924
<b>7</b>	\$ 83,877	\$ 87,343	\$ 91,416
<b>8</b>	\$ 87,368	\$ 90,834	\$ 94,909
<b>9</b>	\$ 90,865	\$ 94,327	\$ 98,400
<b>10</b>	\$ 94,569	\$ 98,036	\$ 102,107

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

3.2.2. *Effective June 10, 2022, zero point five per cent (0.50%) Increase*

<b>STEP</b>	<b>CAT 4</b>	<b>CAT 5</b>	<b>CAT 6</b>
<b>0</b>	\$ 59,729	\$ 63,210	\$ 67,306
<b>1</b>	\$ 63,243	\$ 66,724	\$ 70,818
<b>2</b>	\$ 66,749	\$ 70,232	\$ 74,326
<b>3</b>	\$ 70,261	\$ 73,741	\$ 77,834
<b>4</b>	\$ 73,769	\$ 77,250	\$ 81,346
<b>5</b>	\$ 77,280	\$ 80,762	\$ 84,854
<b>6</b>	\$ 80,790	\$ 84,269	\$ 88,364
<b>7</b>	\$ 84,296	\$ 87,780	\$ 91,873
<b>8</b>	\$ 87,805	\$ 91,288	\$ 95,384
<b>9</b>	\$ 91,319	\$ 94,799	\$ 98,892
<b>10</b>	\$ 95,042	\$ 98,526	\$ 102,618

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

3.2.3. *Effective September 1, 2022, one point two-five per cent (1.25%) Increase*

<b>STEP</b>	<b>CAT 4</b>	<b>CAT 5</b>	<b>CAT 6</b>
<b>0</b>	\$ 60,476	\$ 64,000	\$ 68,147
<b>1</b>	\$ 64,034	\$ 67,558	\$ 71,703
<b>2</b>	\$ 67,583	\$ 71,110	\$ 75,255
<b>3</b>	\$ 71,139	\$ 74,663	\$ 78,807
<b>4</b>	\$ 74,691	\$ 78,216	\$ 82,363
<b>5</b>	\$ 78,246	\$ 81,772	\$ 85,915
<b>6</b>	\$ 81,800	\$ 85,322	\$ 89,469
<b>7</b>	\$ 85,350	\$ 88,877	\$ 93,021
<b>8</b>	\$ 88,903	\$ 92,429	\$ 96,576
<b>9</b>	\$ 92,460	\$ 95,984	\$ 100,128
<b>10</b>	\$ 96,230	\$ 99,758	\$ 103,901

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

3.2.4. *Effective September 1, 2023, two per cent (2%) Increase*

<b>STEP</b>	<b>CAT 4</b>	<b>CAT 5</b>	<b>CAT 6</b>
<b>0</b>	\$61,686	\$65,280	\$69,510
<b>1</b>	\$65,315	\$68,909	\$73,137
<b>2</b>	\$68,935	\$72,532	\$76,760
<b>3</b>	\$72,562	\$76,156	\$80,383
<b>4</b>	\$76,185	\$79,780	\$84,010
<b>5</b>	\$79,811	\$83,407	\$87,633
<b>6</b>	\$83,436	\$87,028	\$91,258
<b>7</b>	\$87,057	\$90,655	\$94,881
<b>8</b>	\$90,681	\$94,278	\$98,508
<b>9</b>	\$94,309	\$97,904	\$102,131
<b>10</b>	\$98,155	\$101,753	\$105,979

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

3.3. *Education*

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

3.3.2. *The adjustment dates for increased teacher's education shall be September 1<sup>st</sup>, and February 1<sup>st</sup>.*

- 3.3.3. *For newly employed teachers to the 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<sup>st</sup> and February 1<sup>st</sup>.*

### *Prior Experience*

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this clause.*
- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero (0) years of experience on the salary grid.*
  - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
  - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per 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 2018-2020 Collective Agreement.*

*Effective June 10, 2022, repeal 3.4.10*

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

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

*Industrial Vocational Education Positions*

3.5.1. *The Employer may fill an Industrial Vocational Education teaching position at one (1) or more steps on the salary schedule higher than that provided by their teaching experience, but their teaching salary shall not exceed the maximum provided for their category of teacher education.*

3.5.2. *Such higher placement shall continue, only provided that they teach and continue to teach Industrial Vocational Education subjects.*

3.5.3. *Prior to the engagement of teachers in accordance with clause 3.5 the Employer shall consult the Chairman of the Association's Sturgeon Bargaining Unit stating the Employer's intention, giving reasonable opportunity to them to make representation thereon, and promptly notifying them when the appointment has been made.*

3.6. Other Rates of Pay

A teacher employed to provide instruction at the Employer's summer school shall be paid on the regular salary grid, with pro-rata calculations reflecting the percentage of time taught.

3.7. Other Allowances

The Employer agrees to maintain and enforce a policy in its Policy Handbook governing the payment of a car allowance equal to that paid to all employees of the Employer, to teachers engaged in the supervision of extra-curricular activities approved by the Employer, to teachers serving on a standing or ad hoc committee appointed by the Employer or superintendent, and to teachers who travel while providing professional service in two (2) or more schools during the same school day.

3.7.1. The minimum car allowance will be in accordance with the Employer's Employee Expense Reimbursement Policy.

3.8. Service Outside of Operational Days

Teachers who are directed to work (at the request of the superintendent or designate) outside of operational days will be compensated at one two-hundredth (1/200<sup>th</sup>) of their annual salary per full day of work, or one four-hundredth (1/400<sup>th</sup>) per half day (three (3) hours or less).

## 4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

### 4.1. Creation of New Designations / Positions

The Employer may create or designate new positions not covered in this collective agreement; nevertheless, salaries and additional allowances shall be arrived at by consultation with the Association before the appointment is made. The results of this consultation shall be embodied in a memorandum of agreement between the parties.

### 4.2. Administration Allowances

*In addition to the basic salary rate there shall be paid an administration allowance to each principal, in accordance with the following schedule:*

- 4.2.1. *The minimum administration allowance paid to a principal shall be five per cent (5%) of the fourth (4<sup>th</sup>) year maximum plus one per cent (1%) of the fourth (4<sup>th</sup>) year maximum for each teacher to a maximum of two (2) teachers. Notwithstanding any other provision in the collective agreement, principals shall receive a minimum allowance of twenty-five thousand (\$25,000) annually, prorated based on FTE.*
- 4.2.2. *Vice principals shall be paid an amount equal to fifty per cent (50%) of their principal's allowance. The minimum allowance for assistant principal allowance will be adjusted in accordance with current proportionality to the principal allowance.*
- 4.2.3. *For three to fifteen (3 to 15) teachers, the administration allowance shall be a basic allowance of twenty-five per cent (25%) of the fourth (4<sup>th</sup>) year maximum. For each teacher in excess of fifteen (15), an additional allowance of zero point four per cent (0.4%) of the fourth (4<sup>th</sup>) year maximum shall be paid.*
- 4.2.4. *The administration allowance paid to the principal of the Oak Hill School shall be sixteen per cent (16%) of the fourth (4<sup>th</sup>) year maximum plus one per cent (1%) of the fourth (4<sup>th</sup>) year maximum for each teacher.*
- 4.2.5. *The administration allowance paid to up to two (2) division principals at large shall be thirty-two point five per cent (32.5%) of the fourth (4<sup>th</sup>) year maximum.*
- 4.2.6. *In calculating the administration allowance, the teachers shall be counted on September 30<sup>th</sup> and any changes resulting therefrom shall be effective September 1<sup>st</sup>. In applying this, the principals shall be excluded from the count. The teacher count shall be in terms of full-time equivalents, except for the first or only counsellor on staff who shall count as one full-time equivalent.*
- 4.2.7. *An administrative allowance for a principal responsible for more than one (1) school shall be calculated as follows:*
  - *per Clause 4.2.1 and 4.2.2 for the main, or largest, school.*
  - *two per cent (2%) of the fourth (4<sup>th</sup>) year maximum plus zero point four per cent (0.4%) for each teacher at each other school supervised.*

### 4.3. Red Circling

In the event the superintendent transfers an Clause 4 administrator and such transfer results in an administration allowance that is less than the current allowance, the allowance shall be maintained for three (3) school years or when the administration allowance exceeds the old one, whichever occurs first. This shall not apply if the administrator requests a transfer.

#### 4.4. Acting / Surrogate Administrators – Compensation

When all administrators are absent from the school for a period of a half-day (1/2) or longer and a teacher is designated as an acting administrator, the teacher shall be paid an administrative allowance of zero point zero five-one per cent (0.051%) of fourth (4<sup>th</sup>) year maximum per day. The teacher shall be provided with release time from classroom duties during the period of designation.

#### 4.5. Teachers with Principal and Assistant / Vice Principal Designations

4.5.1. *The Employer shall provide each school administrator with a continuing designation in the fourth (4<sup>th</sup>) year of designation or return the teacher to a classroom assignment. Each school administrator who is commencing their fourth (4<sup>th</sup>), or higher, year of designation as of September 1, 2014, will be provided with a permanent designation.*

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

4.5.3. *Any current assistant or vice principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2022 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 years between September 1, 2023 and January 2024, the Employer must decide by January 1, 2024 whether or not the designation will continue in the 2023/24 schoolyear, and if it continues, it is deemed a continuing designation."*

4.5.4. *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 Division may extend the temporary contract for one additional year and must decide by January 1, 2024 whether or not the designation will continue, and if it continues it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

#### 4.6. Other Administrator Designations

4.6.1. *The allowance paid to a director of education services shall be thirty-two point*

*five per cent (32.5%) of the fourth (4<sup>th</sup>) year maximum.*

4.6.2. *The allowance to be paid to the Co-ordinator 'I' shall be twenty per cent (20%) of the fourth (4<sup>th</sup>) year maximum. The allowance to be paid to the Co-ordinator 'II' shall be twenty-five per cent (25%) of the fourth (4<sup>th</sup>) year maximum.*

4.6.3. *The allowance paid to the System Psychologist shall be ten per cent (10%) of the fourth (4<sup>th</sup>) year maximum.*

#### 4.7. Other Administrator Conditions

4.7.1. School-based principals will be granted three (3) paid leave days per school year, at a time mutually agreeable to the superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the principals and superintendent, the Employer shall pay out the unused paid leave days at one two-hundredth (1/200<sup>th</sup>) of the principal's annual salary and allowance by the end of June each year.

4.7.2. School-based vice principals will be granted two (2) paid leave day per school year, at a time mutually agreeable to the superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the vice principals and superintendent, the Employer shall pay out the unused paid leave days at one two-hundredth (1/200<sup>th</sup>) of the vice principal's annual salary and allowance by the end of June each year.

4.7.3. Those in receipt of an administrative allowance acknowledge that it is their professional responsibility to have their sites operational on the opening day of each school year. Where schools are open prior to the school year, administrators can develop, with their leadership team, a flexible schedule for their own presence at school. The schedule shall be submitted to the superintendent or designate.

## 5. SUBSTITUTE TEACHERS

### 5.1. Rates of Pay

*A substitute teacher is a teacher not on contract but employed on a day-to-day basis as required. Substitute teacher rates increase by the same percentage and on the same dates as the salary grid.*

#### 5.1.1. Full Day

5.1.1.1. *Effective until June 9, 2022, the substitute teachers' daily rate of pay will be \$200.00 plus six per cent (6%) vacation pay of \$12.00 for a total of \$212.00.*

5.1.1.2. *Effective June 10, 2022, zero point five per cent (0.50%) increase, the substitute teachers' daily rate of pay will be \$201.00 plus six per cent (6%) vacation pay of \$12.06 for a total of \$213.06.*

5.1.1.3. *Effective September 1, 2022, one point two-five per cent (1.25%)*



*increase, the substitute teachers' daily rate of pay will be \$215.72 plus two per cent (2%) in lieu of benefits \$4.31 for a total of \$220.04.*

5.1.1.4. *Effective September 1, 2023, two per cent (2%) increase, the substitute teachers' daily rate of pay will be \$220.04 plus two per cent (2%) in lieu of benefits \$4.40 for a total of \$224.44.*

5.1.2. *Half Day*

5.1.2.1. *Effective until June 9, 2022, the substitute teachers' half daily rate of pay will be \$103.97 plus six per cent (6%) vacation pay of \$6.24 for a total of \$110.21.*

5.1.2.2. *Effective June 10, 2022, zero point five per cent (0.50%) increase, the substitute teachers' half daily rate of pay will be \$104.49 plus six per cent (6%) vacation pay of \$6.27 for a total of \$110.76.*

5.1.2.3. *Effective September 1, 2022, one point two-five per cent (1.25%) increase, the substitute teachers' half daily rate of pay will be \$112.14 plus two per cent (2%) in lieu of benefits \$2.24 for a total of \$114.38.*

5.1.2.4. *Effective September 1, 2023, two per cent (2%) increase, the substitute teachers' half daily rate of pay will be \$114.38 plus two per cent (2%) in lieu of benefits \$2.29 for a total of \$116.67.*

5.2. *Commencement of Grid Rate*

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

*Notwithstanding clauses 5.1.3 and 5.1.4, a substitute teacher who substitutes for the same teacher for a period of more than five (5) consecutively scheduled teaching days, shall be treated as a temporary teacher from the beginning and during the continuance of such consecutive teaching days.*

5.2.2. *This 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 break interrupts the teacher's continuity in the classroom.*

5.2.3. *This period of consecutive employment during the school year shall not be considered interrupted if a teacher is unable to attend due to impassable roads.*

5.3. Each year substitute teachers, upon termination, shall be issued a statement of the number of days taught during the past school year.

5.4. When a substitute teacher is assigned, a schedule including first period teaching on the first day of the assignment every effort will be made to provide time to review lessons plans prior to the commencement of the first period on that day.

5.4.1. Notwithstanding Clause 5.4, every effort shall be made by the school administrator not to assign supervision before the first period of the school day on the first day of an assignment.

## 5.5. Other Substitute Teacher Conditions

- 5.5.1. Substitute teacher(s) shall be hired for each classroom teacher absence on an instructional day, where reasonably practicable.
- 5.5.2. When the Employer requests the attendance of a substitute teacher at a professional development session, the Employer will pay the daily rate to the teacher as per 5.1.
- 5.5.3. When a substitute teacher is booked, every effort shall be made by the school administrator to follow the schedule, including unassigned time and supervision, of the absent teacher that they are booked to replace.
  - 5.5.3.1. Where the substitute teacher is paid for time in excess of the absent teacher's assignment, the school administrator may assign duties to the substitute for the remainder of the paid time.
  - 5.5.3.2. In the event of an unfilled absence and when the Employer has made attempts to fill the absence, the school administrator is permitted to assign duties to the substitute teacher during the absent teacher's unassigned time.

5.6. The Employer will maintain a reliable system for booking substitute teachers.

## 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. *The percentage of premiums payable by the Employer for those teachers hired on a part time basis shall be pro-rated.*
- 6.3. Any teacher employed on a part-time continuous contract shall be given the opportunity to access a full-time contract when a suitable position is available through the process of internal posting only.
- 6.4. Part-time teacher timetables shall be contiguous whenever possible in the context of school / program scheduling.
- 6.5. The Employer shall maintain a list of teachers who actively express an interest in participating in a job share.

## 7. GROUP BENEFITS

- 7.1. *The Employer agrees to make payroll and health plan benefit deductions and to forward the proceeds to the proper receiving authorities for the following purposes: group health, life insurance, dental, pension plans, Association fees and Canada Savings Bonds.*
- 7.1.1. *Participation in the Alberta School Employee Benefit Plan (ASEBP) shall be a condition of employment. The Employer shall administer Schedule 2A of the life insurance section and Plan DI of the disability section of the ASEBP and shall pay one hundred per cent (100%) of the cost of the premiums.*
- 7.1.2. *The Employer shall administer the group hospital insurance plan known as the ASEBP Extended Health Care Plan 1 and shall pay one hundred per cent (100%) of the cost of the premiums.*
- 7.1.3. *Effective until August 31, 2022. The Employer shall pay under the Alberta Health Care Insurance Commission ninety-five per cent (95%) of the cost of the premiums for every teacher in its employ who registers in the plan.*
- Effective September 1, 2022, all references to “Alberta Health Care Premiums” in collective agreements to be removed.*
- 7.1.4. *Participation in the ASEBP Dental Care Plan 3C shall be a condition of employment except that an employee may waive participation by stating they have coverage through their spouse. The Employer shall pay one hundred per cent (100%) of the cost of the premiums for every teacher in its employ who registers in the plan.*
- 7.1.4.1. *For those teachers employed for a period of less than thirty (30) days, coverage under 7.1.4 shall not be a condition of employment.*
- 7.1.5. *The benefits provided in this Section of the collective agreement are deemed to include any and all of the employee portion of an Employer rate reduction provided under the Employment Insurance Act.*
- 7.1.6. *Participation in the ASEBP Vision Care Plan 3 shall be a condition of employment except that an employee may waive participation by stating they have coverage through their spouse. The Employer shall administer the plan and pay one hundred per cent (100%) of the cost of the premiums for every teacher in its employ who registers in the plan.*

## **7.2. Group Benefits Eligibility**

*Any teacher new to the division who works prior to the operation of the school calendar shall be covered by benefits.*

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

- 7.3.1. *The Employer shall provide for each teacher, other than substitute teachers, an account for the benefit of each eligible teacher and their dependent(s) which, at the annual option of the teacher, may be used for either or both of Health Spending and Wellness Spending purposes. The HSA / WSA in the amount of seven hundred and forty dollars (\$740) per full time teacher shall adhere to*

*Revenue Canada requirements. The annual amount shall be provided in ten [10] equal monthly installments. The account shall be used for the benefit of the eligible teacher, the teacher's spouse, and their dependents.*

- 7.3.2. *The HSA / WSA administration agreement with ASEBP shall be consistent with the terms of the collective agreement and shall be provided to Association. The ASEBP will be directed to annually disclose summary information about HSA / WSA utilization to both the Employer and the Association.*

## **8. CONDITIONS OF PRACTICE**

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

8.1.1. *Effective September 1, 2017, teacher instructional time will be capped at 907 hours.*

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

8.1.2. *Teacher assignable time is capped at 1200 hours per school year.*

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

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

- a) operational days (including teachers' convention);*
- b) instruction;*
- c) supervision, including before and after classes, transition time between classes, recesses, and lunch breaks;*
- d) parent teacher interviews and meetings;*
- e) Employer and school directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3;*
- f) staff meetings;*
- g) time assigned before and at the end of the school day; and,*
- h) other activities that are specified by the Employer to occur at a particular time and place within a reasonable 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 (5) hours or longer a thirty (30) minute rest period during each five (5) hours worked.*

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

## 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. *Education Leave*

- 9.2.1. *In the interest of improving the academic and professional education of the teachers as well as to provide opportunity for travel or experience which the Employer judges to be useful in improving the service of its teachers, the*

*Employer agrees to maintain in force a policy governing the granting of educational leave in its Policy Handbook.*

9.2.2. *Providing that suitable recommendations have been received from the Education Leave Selection Committee; the Employer may grant:*

- *one (1) or more Category A leave, and*
- *one (1) or more Category B leave.*

9.2.3. *Upon request, the Employer shall provide annually to the ATA Local the number of teachers who applied for educational leave under clause 9.2.*

## **10. SICK LEAVE**

10.1. *Annual sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness, or disability for ninety (90) calendar days.*

10.2. *After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid and the ASEBP, Plan D shall take effect. A teacher who has been absent to obtain necessary medical or dental treatment or because of accident, sickness or disability shall upon return to work have their ninety (90) calendar days of sick leave reinstated.*

10.3. *A teacher who has been absent due to illness for thirty (30) or more calendar days shall be required to provide a completed Return to Work Certificate [Appendix A] before returning to regular duties. This Return to Work Certificate shall verify that the teacher is able to return to regular duties on a continuing basis in order to reinstate the ninety (90) calendar days of sick leave. Upon submission of a receipt for the cost of completing the certificate along with the completed Return to Work Certificate, the Employer shall pay an amount up to the maximum specified in the Alberta Medical Association guidelines. This certificate shall only be amended by agreement of the parties.*

10.4. *In order to qualify for payment of sick leave:*

10.4.1. *when sick leave is for a period of three (3) days or less, a teacher shall provide a declaration as to the reason for the absence under clause 10.1;*

10.4.2. *when sick leave is for a period in excess of three (3) consecutive teaching days, a teacher shall provide upon the request of the Superintendent of Schools, a certificate signed by a medical practitioner indicating that the absence was necessitated by medical disability.*

10.5. *Clause 10.1 does not apply to teachers during their first year of employment with the Employer. During their first year of employment, annual sick leave without loss of salary shall be granted to a teacher for medical disability for twenty (20) operational days. Notwithstanding the foregoing, a teacher in the first year of employment will be entitled to ninety (90) calendar days of sick leave in the event that the teacher is continuously absent in excess of ninety (90) calendar days and is approved for Extended Disability Benefits (EDB).*

## **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 c11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the*

*Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.*

11.2.6. *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one (1) teacher or shared by both teachers. In any case, the Employer may grant but is not required to grant parental leave to more than one (1) parent of the child at the same time.*

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

11.3.1. *At the commencement of maternity leave, the teacher shall be eligible for one (1) of the following options:*

11.3.2. *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*

11.3.3. *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*

a) *The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.*

b) *The Employer shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with one hundred per cent (100%) of their salary during eighteen (18) 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. Compassionate Leave**

*Leave necessitated by the critical illness or death of a spouse, child, parent, brother, sister, parent of spouse, son-in-law, daughter-in-law, or relation who is a member of the employee's household, shall be granted with full salary by the Employer, as follows:*

- 12.1.1. *Up to and including four (4) operational days for critical illness;*
- 12.1.1.1. *The Employer may require a medical certificate under clause 12.1.1 at its discretion.*
- 12.1.2. *Up to and including four (4) operational days in the event of death with an additional two (2) days for travel when events require the teacher to leave the province.*
- 12.1.3. *Leave necessitated by the death of a grandparent, grandchild, grandparent of spouse, grandchild of spouse, brother-in-law, sister-in-law, aunt, or uncle shall be granted with full salary by the Employer for up to two (2) operational days with the possibility of an additional two (2) days for travel.*
- 12.1.4. *Notwithstanding the foregoing, the Employer will grant without pay any additional leave necessary under clauses 12.1.1, 12.1.2 and 12.1.3.*

### **12.2. Temporary leave of absence shall be granted with full pay as follows:**

- 12.2.1. *The Employer's Central Office shall grant a temporary leave of absence, with pay, to a teacher who, upon making a reasonable effort to reach the teacher's place of employment, encounters a delay in reaching work due to unsafe road or*

public highway conditions. Teachers who have been granted such leave will advise their principal.

12.2.2. For one (1) operational day to attend the convocation at the post-secondary institution or high school graduation at which the teacher or the teacher's child or spouse is receiving a degree or diploma;

12.2.3. *For two (2) operational days for the process of adoption of a child;*

12.2.4. *For two (2) operational days for partner leave in the event of a birth or upon the arrival of a child;*

12.2.5. *For two (2) operational days for other personal reasons.*

12.2.5.1. *Such leave shall not be used on a Professional Development Day or to miss school-scheduled parent-teacher interviews without the prior approval of the Employer.*

12.2.5.2. *The number of teachers accessing this article from a school on any one (1) day shall not exceed twenty per cent (20%) of the school's teaching staff. Schools with less than five (5) teachers are exempt from this limitation. Leaves under this article will be granted on a first come first served basis.*

12.2.6. *A teacher may use up to five (5) days of their sick leave entitlement per school year in order to attend to the medical needs of their sick child, grandchild, spouse, parent, or an individual who resides in the teacher's household.*

12.3. *Notwithstanding the foregoing, the Employer will grant with full pay, less one two-hundredth (1/200<sup>th</sup>) for each day of leave, any additional leave necessary under clause 12.2.*

12.4. *Temporary leave of absence shall be granted with full pay less the cost of a replacement teacher as follows:*

12.4.1. *For one (1) operational day for serving as a pallbearer;*

12.4.2. *For one (1) operational day in order to write a post-secondary examination in an academic or professional course;*

12.4.3. *For one (1) operational day for other personal reasons.*

12.5. *Notwithstanding the foregoing, the Employer will grant with full pay less one two-hundredth (1/200<sup>th</sup>), one (1) day of additional leave necessary under clause 12.4.*

12.6. *Leaves of absence may be granted by the Employer with pay and Employer contributions to benefit premiums, without pay and with Employer contributions to benefit premiums, or without pay and without Employer contributions to benefit premiums. Teachers on EDB leave shall continue to have the Employer contribution to benefit premiums provided for those plans for which premiums are not waived by the plan carrier.*

- 12.6.1. *Teachers who wish to be considered for a long-term leave of absence shall normally notify the Employer by March 31<sup>st</sup>.*

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

*Effective until August 31, 2022*

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

*Effective September 1, 2022*

- 13.1. *The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this article by providing advance notice when possible and committing to making best efforts in resolving challenges.*
- 13.2. *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.3. *Upon written request to the superintendent or designate, the Employer may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in*

*advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Employer. The Association will reimburse the Employer as per Article 13.1. Such leaves will not be unreasonably denied.*

- 13.4. *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the 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 their behalf while on secondment under this Article.*

#### **14. OTHER LEAVES**

- 14.1. Teachers who participate in the deployment of the **Crisis Response Team** shall be granted, with full salary by the Employer, one (1) operational day following the completion of the deployment.
- 14.2. *For jury duty or any summons related thereto; or to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the witness provided that the teacher remits to the Employer any witness fee or stipend (excluding allowances and / or expenses) set by the court or any other body.*
- 14.3. Notwithstanding the foregoing, the Employer will grant with full pay, less one two-hundredth (1/200<sup>th</sup>) for each day of leave, any additional leave necessary under Article 14.0.

#### **15. GRIEVANCE PROCEDURE**

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

- 15.1. *This procedure applies to differences:*
  - 15.1.1. *about the interpretation, application, operation, or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
  - 15.1.2. *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*
- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*

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

*15.16.2.4. 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.*

*15.16.3. 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. Teachers who work at more than one (1) school shall have their supervision duties at each school adjusted to match their FTE at each school.
- 16.2. Subrogation: If you receive sick leave benefits because you have been injured through the fault of another party, the Employer has subrogation rights. This means you may make a claim to recover the amount of these benefits from the other party. Depending on the amount of the outcome of your claim, you may be obliged to reimburse the Employer for any benefits which have been paid or will be paid to you.
- 16.3. *Voc. Ed. Teacher Pay: Nothing herein contained, except clause 3.5.2, shall reduce a teacher's salary below the amount payable as set out in clause 3.1 immediately prior to the effective date hereof.*
- 16.4. Absence Forms: All leaves shall be reported on the absence form provided by the Employer respecting the privacy of teachers.
- 16.5. Transfers: The Employer shall develop a procedure that allows teachers to request a transfer from one (1) school to another. The procedure must be posted in each school in an appropriate location.
  - 16.5.1. Teachers who wish to be considered for transfer shall normally notify the Employer by March 31<sup>st</sup>.
  - 16.5.2. Should a teacher apply for a transfer and not be selected, the teacher may request a written explanation of the reason(s) which the Employer will provide within fourteen (14) days.
- 16.6. All teachers shall be entitled to obtain a T2200 – Declaration of Conditions for Employment form, fill it out and have it reviewed by the Secretary-Treasurer for consideration and approval. This document allows the claiming of classroom expenses, at the discretion of the teacher, on their annual tax return, as per Canada Revenue Agency guidelines and requirements.
- 16.7. All positions for the new school year that are posted externally will be communicated to all currently employed teachers with an active Employer email account.



**SIGNATURE PAGE**

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

**The Alberta Teachers' Association**

\_\_\_\_\_

Coordinator of Teacher Welfare

**Sturgeon Local #27**

\_\_\_\_\_

Chair, Negotiating Sub Committee

**The Board of Trustees of The Sturgeon School Division**

\_\_\_\_\_

Chair, Negotiating Committee

\_\_\_\_\_

Associate Superintendent Corporate Services

LOCAL APPENDIX A: RETURN TO WORK CERTIFICATE



Appendix A  
Return to Work Certificate



1. Employee's Name: \_\_\_\_\_

2. Job Title/Occupation: \_\_\_\_\_

3. Current Work Capability

Pre-disability/illness work without job modifications

Modified work

Not capable of any work, from \_\_\_\_\_ to \_\_\_\_\_ (if known)  
Month/Day/Year Month/Day/Year

4. Next medical review: \_\_\_\_\_

5. Additional Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Attending Physician

\_\_\_\_\_  
Date

Frank Robinson Education Centre  
9820-104 Street, Morinville, AB T8R 1L8

P: 780.939.4341  
F: 780.939.5520

TF: 1.888.459.4062  
E: [frec@sturgeon.ab.ca](mailto:frec@sturgeon.ab.ca)

**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 article 1(a) of this Letter of Understanding, the Association and / or TEBA may refer the matter to the Trial Expedited Arbitration Process.*

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

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

## **LETTER OF UNDERSTANDING #2**

### **RE: INTERIM GRIEVANCE PROCEDURE**

**WHEREAS** at the time of signing this Letter of Understanding, the 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 2018-2020 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.
  - a) If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.

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

**INTERIM GRIEVANCE PROCEDURE**

- 15.1. *This procedure applies to differences:*
- 15.1.1. *about the interpretation, application, operation, or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
  - 15.1.2. *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*
- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the superintendent or designate and the Associate Coordinator-Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the Employer, and shall contain the following:*
- 15.4.1. *the name(s) of the parties aggrieved;*
  - 15.4.2. *a statement of facts giving rise to the grievance;*
  - 15.4.3. *the Article(s) of the 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 clauses 15.16.1 or 15.16.2, TEBA will provide written notice to the superintendent or designate, and the Associate Coordinator-Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*

15.16.4. *In instances where TEBA assumes carriage over a grievance process, all references to 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 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;*
  - 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**

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

- *to support the administration of teaching experience provisions in collective agreements between all Public, Catholic, and Francophone school divisions and the Association (See Appendix A of this LOU); 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<sup>st</sup> and February 1<sup>st</sup>.*

### **Prior Experience**

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

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

## **PILOT PROJECT #1:**

### **PROFESSIONAL DEVELOPMENT FOR SUBSTITUTE TEACHERS**

Any substitute teacher who works fifty (50) or more full substitute teaching days in each of the 2023 - 2024 and 2024-2025 school years and having attended at least one (1) full school professional development day in the school year with the principal's approval, shall receive one (1) full day of substitute teacher salary for one (1) professional development day attended.

The duration of this pilot project will be a minimum of two (2) years.

## **PILOT PROJECT #2:**

### **DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE**

The Employer will provide to the Association, regarding the Morinville Learning Center, Sturgeon Learning Center, and Sturgeon Public Virtual Academy, for a minimum of two (2) school years, the following:

- 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) the processes and considerations when students do not complete the attempted course; and
- f) the processes and timing for enrolling students in courses or programs.

The information collected will be provided to the Association prior to June 30<sup>th</sup>.