

# **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 WETASKIWIN SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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This collective agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2024 between The Wetaskiwin 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 Alberta Teachers’ Association (Association) recognize the value of harmonious and mutually beneficial relationships in the conduct of teacher collective bargaining.*

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

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

**1. APPLICATION/SCOPE**

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

**1.2. Excluded Positions**

- 1.2.1. Superintendent
- 1.2.2. Deputy Superintendent(s)
- 1.2.3. Assistant Superintendent(s)
- 1.2.4. Associate Superintendent(s)
- 1.2.5. Director(s)

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

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

- 1.4.1. *has exclusive authority to bargain collectively with the 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 Employer and to bind the Employers in any agreement with respect to central terms.*

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

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

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

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

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

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

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

## **2. TERM**

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

### **2.2. List Bargaining**

2.2.1. *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 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 15 days and not more than 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 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 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 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five months. Noting in this clause prevents the Employer from providing the information on a more frequent basis.*
- 2.8.2. *The Employer shall provide the following information to the Association and to TEBA annually as soon as possible after September 30 but no later than the last operational day in December:*
  - 2.8.2.1. *Teacher distribution by salary grid category and step as of September 30;*
  - 2.8.2.2. *Health Spending Account (HSA) / Wellness Spending Account (WSA) / Registered Retirement Savings Plan (RRSP) utilization rates;*
  - 2.8.2.3. *Most recent Employer financial statement;*
  - 2.8.2.4. *Total benefit premium cost;*
  - 2.8.2.5. *Total substitute teacher cost; and*
  - 2.8.2.6. *Total allowances cost.*

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

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

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

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

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

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

### **3. SALARY**

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

- 3.1.1. *Except for substitute teachers, each teacher shall be paid 1/12 of their annual rate of salary on or before the 26 of each month.*
- 3.1.2. *Substitute teachers shall be paid on the same date as all other teachers provided they fulfill their responsibilities in completing their required payroll information by the established cut-off date.*
- 3.1.3. *Any teacher other than a substitute, who teaches in a school which has a*

longer day and a shorter school year is to be paid an appropriate rate. Deductions from annual salary shall be made on the same basis.

**3.2. Grid**

3.2.1. *The Employer shall pay all teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise. One-month salary shall be 1/12 part of the annual salary at the rate in effect that month.*

3.2.2. *The number of years of teacher education and the years of teaching experience, as computed according to this collective agreement, shall together determine the basic salary rate of each teacher employed by the Employer.*

3.2.3. *Effective until June 9, 2022, the following salary schedule shall be:*

Years of Teaching	Years of Education		
	Four	Five	Six
0	\$ 58,845	\$ 62,369	\$ 65,994
1	\$ 62,267	\$ 65,788	\$ 69,412
2	\$ 65,687	\$ 69,210	\$ 72,834
3	\$ 69,108	\$ 72,629	\$ 76,255
4	\$ 72,528	\$ 76,049	\$ 79,674
5	\$ 76,120	\$ 79,642	\$ 83,269
6	\$ 79,715	\$ 83,237	\$ 86,861
7	\$ 83,309	\$ 86,830	\$ 90,455
8	\$ 86,901	\$ 90,423	\$ 94,048
9	\$ 90,494	\$ 94,017	\$ 97,642
10	\$ 94,089	\$ 97,610	\$ 101,234

3.2.4. *Effective June 10, 2022 (0.50% increase), the following salary schedule shall be:*

Years of Teaching	Years of Education		
	Four	Five	Six
0	\$ 59,139	\$ 62,681	\$ 66,324
1	\$ 62,578	\$ 66,117	\$ 69,759
2	\$ 66,015	\$ 69,556	\$ 73,198
3	\$ 69,454	\$ 72,992	\$ 76,636
4	\$ 72,891	\$ 76,429	\$ 80,072
5	\$ 76,501	\$ 80,040	\$ 83,685
6	\$ 80,114	\$ 83,653	\$ 87,295
7	\$ 83,726	\$ 87,264	\$ 90,907
8	\$ 87,336	\$ 90,875	\$ 94,518
9	\$ 90,946	\$ 94,487	\$ 98,130
10	\$ 94,559	\$ 98,098	\$ 101,740



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

3.2.5. *Effective September 1, 2022 (1.25% increase), the following salary schedule shall be:*

Years of Teaching	Years of Education		
	Four	Five	Six
0	\$ 59,878	\$ 63,464	\$ 67,153
1	\$ 63,360	\$ 66,943	\$ 70,631
2	\$ 66,841	\$ 70,426	\$ 74,113
3	\$ 70,322	\$ 73,905	\$ 77,594
4	\$ 73,802	\$ 77,385	\$ 81,073
5	\$ 77,457	\$ 81,041	\$ 84,731
6	\$ 81,115	\$ 84,699	\$ 88,386
7	\$ 84,772	\$ 88,355	\$ 92,044
8	\$ 88,427	\$ 92,011	\$ 95,700
9	\$ 92,083	\$ 95,668	\$ 99,357
10	\$ 95,741	\$ 99,324	\$ 103,012

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

3.2.6. *Effective September 1, 2023 (2.00% increase), the following salary schedule shall be:*

Years of Teaching	Years of Education		
	Four	Five	Six
0	\$ 61,076	\$ 64,734	\$ 68,496
1	\$ 64,628	\$ 68,282	\$ 72,044
2	\$ 68,177	\$ 71,834	\$ 75,595
3	\$ 71,728	\$ 75,383	\$ 79,146
4	\$ 75,278	\$ 78,932	\$ 82,695
5	\$ 79,006	\$ 82,662	\$ 86,426
6	\$ 82,737	\$ 86,393	\$ 90,154
7	\$ 86,468	\$ 90,122	\$ 93,884
8	\$ 90,196	\$ 93,851	\$ 97,614
9	\$ 93,925	\$ 97,582	\$ 101,344
10	\$ 97,656	\$ 101,311	\$ 105,072

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

### **3.3. Education**

3.3.1. *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved*

*by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*

- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1 and February 1.*
- 3.3.3. *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
  - 3.3.3.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
  - 3.3.3.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the Employer within sixty (60) operational days from the date of completion of education or commencement of employment.*
  - 3.3.4.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
  - 3.3.4.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

### **3.4. Experience**

*Teachers shall:*

- a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
  - b) *Not gain experience during vacation periods and leaves of absence without salary.*
- 3.4.1. *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the Employer.*
  - 3.4.2. *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the Employer.*

- 3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

**Prior Experience**

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

*Effective until June 9, 2022*

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

*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**

- 3.5.1. **Definition:** *A vocational teacher is a teacher who is:*

- a) *The holder of an Alberta teaching certificate and an Alberta journeyman's certificate or equivalent in a trade area and*
- b) *Teaching an industrial education career fields course, as defined in the current Junior-Senior High School handbook or any document substituted therefore, in a trade area requiring the said journeyman certification.*

#### **3.5.2. Grid Placement of Vocational Teachers**

- 3.5.2.1. **Training:** *Vocational teachers shall be placed in the salary grid, with respect to teacher education, in the same manner as all other teachers. However, an Alberta journeyman's certificate or its equivalent will be equated to one year of professional training or according to Teacher Qualifications Service evaluation, whichever is greater.*
- 3.5.2.2. **Experience:** *Experience in trade, business or industry will not be deemed to be teaching experience. However, the Employer and the Association consider it just and reasonable that each vocational teacher be placed on the grid at an experience level equivalent to the number of years the teacher spent in trade, business or industry during related apprenticeship training and while working in a field directly related to the teacher's journeyman's certificate and teaching assignment. Such placement will be retained by a teacher in instances where the teacher is required by the Employer to accept a subsequent non-vocational teaching assignment. This principle does not apply to grid placement relative to teacher education. Thus, in no case, may a vocational teacher receive a basic salary which exceeds the maximum provided in the category relative to the teacher's training, as in clause 3.5.2.1 above.*

### 3.6. Other Rates of Pay

#### 3.6.1. Teacher Assigned to Multiple Locations Allowance

3.6.1.1. Teachers required to teach in two or more schools in one day shall be paid mileage or travel allowance at the same rate as other Employer personnel, provided those schools are more than ten (10) kilometers apart.

## 4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

### 4.1. Creation of New Designations/Positions

4.1.1. The Employer may create or fill administrative positions other than those specifically enumerated in clauses 4.2.1.6, 4.2.1.7 and 4.2.2 hereof, provided that additional allowances are negotiated with the ATA Local No 18 Teacher Welfare Committee's negotiating subcommittee before advertising and filling such position. If after ten (10) days from the time notice is given in writing to the committee no agreement is reached, the Employer may proceed to fill the position with the understanding that the amount of the allowance will be on the bargaining table at the next round of salary negotiations and shall be retroactive to the date the notice was served to the Employer.

### 4.2. Administration Allowances

- a) *The administrative allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- b) *Administrative allowances shall be calculated as follows:*

#### 4.2.1. Principal Allowance

4.2.1.1. **Basic allowance:** 10.0 percent of category 4 maximum salary plus per student allowance:

	Effective Until June 9, 2022	Effective June 10, 2022	Effective September 1, 2022	Effective September 1, 2023
<i>Basic Amount, 10% of Category 4 Maximum Salary</i>	\$ 9,409	\$ 9,456	\$ 9,574	\$ 9,766
<i>0–100 students</i>	<i>plus 0.07% of Category 4 Maximum Salary</i>			
<i>101–200 students</i>	<i>plus 0.04% of Category 4 Maximum Salary</i>			
<i>201–300 students</i>	<i>plus 0.03% of Category 4 Maximum Salary</i>			
<i>301–400 students</i>	<i>plus 0.025% of Category 4 Maximum Salary</i>			
<i>401–500 students</i>	<i>plus 0.02% of Category 4 Maximum Salary</i>			

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

4.2.1.3. **Principals** responsible for **outreach schools** shall receive an allowance for each outreach school for which they are responsible:

4.2.1.3.1. Effective until June 9, 2022, \$626 allowance.

4.2.1.3.2. Effective June 10, 2022, 0.50% Increase, \$629 allowance.

4.2.1.3.3. Effective September 1, 2022, 1.25% Increase, \$637 allowance.

4.2.1.3.4. Effective September 1, 2023, 2.00% Increase, \$650 allowance.

*Students in outreach schools shall not be included in the student count for principal's allowance purposes.*

4.2.1.4. The **sole teacher** in the **Hutterite school** shall receive an allowance of:

4.2.1.4.1. Effective until June 9, 2022, \$375 allowance.

4.2.1.4.2. Effective June 10, 2022, 0.50% Increase, \$377 allowance.

4.2.1.4.3. Effective September 1, 2022, 1.25% Increase, \$382 allowance.

4.2.1.4.4. Effective September 1, 2023, 2.00% Increase, \$389 allowance.

4.2.1.5. The **principal** responsible for the **Hutterite school** shall receive an allowance of:

4.2.1.5.1. Effective until June 9, 2022, \$626 allowance.

4.2.1.5.2. Effective June 10, 2022, 0.50% Increase, \$629 allowance.

4.2.1.5.3. Effective September 1, 2022, 1.25% Increase, \$637 allowance.

4.2.1.5.4. Effective September 1, 2023, 2.00% Increase, \$650 allowance.

*Students in the Hutterite school shall not be included in the student count for the principal's allowance purposes.*

4.2.1.6. **District Principal** – an allowance equal to the highest paid principal's allowance paid herein.

4.2.1.7. **Vice-Principal** – an allowance equal to one half (1/2) of the applicable principal's allowance.

4.2.2. **Department Head**

4.2.2.1. In addition to the salary specified in clause 3.2, there shall be paid additional allowances for Department Heads as follows:

4.2.2.1.1. Department heads designated by the Employer shall be paid 13.4 percent of the allowance paid for the principal of the high school at which they are employed.

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

4.3.1. When, in the absence of the principal, the vice-principal acts in their place for a period of 10 or more consecutive operational days, the vice-principal shall assume the position of acting principal and shall receive an allowance equivalent to that of the principal for the period from and including the 11th day until the return of the regular principal.

4.3.1.1. In the absence of the principal from the school where there is no vice-principal or in the absence of both the principal and vice-principal(s) from a school, a teacher shall be designated by the Employer to be acting principal and shall be paid 50 percent of the principal's allowance should the principal or both the principal and vice-principal(s) be absent for more than three consecutive operational days and such allowances shall be payable from day one. Upon the principal being absent for the period of 11 or more consecutive operational days, the teacher shall be paid 100 percent of the principal allowance from and including the 11th day until the return of the regular principal. Such designation shall terminate upon the return to duty of the principal or either the principal or vice-principal(s) or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

4.3.2. Any teacher replacing or acting in the role of vice-principal or department head shall be paid in accordance with the following:

- a) more than three consecutive operational days but fewer than 11 consecutive operational days - 50 percent of the appropriate allowance retroactive to the first day,
- b) eleven (11) or more consecutive operational days - 50 percent of the appropriate allowance as per (a) above for the first 10 days and 100 percent of the appropriate allowance effective the 11th day.

4.4. **Teachers with Principal and Assistant / Vice-Principal Designations**

4.4.1. A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid

*leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

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

#### **4.5. Other Administrator Designations**

- 4.5.1. *A teacher occupying an administrative position on the date of the signing of this agreement shall continue to retain that administrative designation for the term of this agreement or until they vacate the position in the school or is otherwise unable to fulfill the responsibilities of the position or until the criteria no longer exists to warrant the position as per sections 4.2.2 and 4.6.1.*
- 4.5.2. *Any teacher who becomes an employee of the Employer pursuant to the provisions of section 196 of the Education Act and who had been designated a principal, vice-principal or assistant principal by their former employer retains such designation.*



## 4.6. Other Administrator Conditions

### 4.6.1. Allocation and Appointment of Administration:

- 4.6.1.1. In a school where there are nine or more teachers including the principal, the Employer shall designate one teacher to be vice-principal, unless an alternative administrative designation is deemed to be more practical after consultation and agreement between the Employer and the principal of the school concerned.

### 4.6.2. Vacation/Work Schedule

- 4.6.2.1. Any teacher who is in receipt of an administrative allowance as provided in article 4 shall accept the responsibility for having their school units operational on the commencement day of each school term, semester or other employer of the school year.

### 4.6.3. Administrator Lieu Days

- 4.6.3.1. Effective September 1, 2023, school-based principals will be granted two (2) days in lieu per school year at a time mutually agreeable to the principal and the Superintendent or designate.
- 4.6.3.2. Effective September 1, 2023, school-based vice-principals will be granted two (2) days in lieu per school year at a time mutually agreeable to the principal and the Superintendent or designate.
- 4.6.3.3. The paid days must be taken by June 30 of the school year or the days will be forfeited and no payment shall be made in lieu.

## 5. SUBSTITUTE TEACHERS

### 5.1. Rates of Pay

- 5.1.1. *Teachers engaged as substitutes shall hold a valid Alberta teaching certificate.*
- 5.1.2. *The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

### 5.1.3. Full Day Rate

- 5.1.3.1. *Effective until June 9, 2022, substitute teachers' daily rates of pay will be \$200.00 plus six percent (6%) vacation pay of \$12.00 for a total of \$212.00 for each full day of work.*
- 5.1.3.2. *Effective June 10, 2022 (0.50 % Increase) substitute teachers' daily rates of pay will be \$201.00 plus six percent (6%) vacation pay of \$12.06 for a total of \$213.06 for each full day of work.*
- 5.1.3.3. *Effective September 1, 2022 (1.25% Increase) substitute teachers' daily rates of pay will be \$215.72 plus two percent (2%)*

*in lieu of benefits \$4.31 for a total of \$220.04 for each full day of work.*

5.1.3.4. *Effective September 1, 2023 (2.00 % Increase) substitute teachers' daily rates of pay will be \$220.04 plus two percent (2%) in lieu of benefits \$4.40 for a total of \$224.44 for each full day of work.*

5.1.4. *A substitute teacher will be paid 60 percent of the full day rate for each half day of work provided no substitute teacher earns more than 100 percent for any day of substitute teaching at the same school on the same day.*

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

5.2.1. *Number of days to go on grid: When a substitute teacher has taught for more than three days consecutively in one position the teacher shall be placed on the salary grid in accordance with their years of training and experience, such placement to be effective from the fourth day of service in that position.*

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

## **5.3. Other Substitute Teacher Conditions**

5.3.1. **Cancellation of Assignment:** When a substitute teacher has accepted employment, such employment shall not be cancelled without 24 hours' notice. Where the anticipated employment is greater than one day, the second and subsequent days may be cancelled with 24 hours' notice.

5.3.2. **Assigned Supervision:** Substitute teachers shall not be assigned supervision duties before the instructional day on the first day of the assignment.

5.3.3. **Modified Calendar:** Substitute teachers who accept work at schools with modified calendar shall be compensated 107% of the daily rates listed in clause 5.1.

## **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. *Provisions of this collective agreement shall be applicable to part-time teachers on a prorated basis.*

6.3. *This collective agreement will provide full-time benefit premium payments, as outlined in clause 7.1, 7.2, 7.3 and 7.4, for part-time teachers.*

## 7. GROUP BENEFITS

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

- 7.1.1. *When enrolment and other requirements for group participation in various plans have been met, the Employer will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.*
- 7.1.2. *The Employer shall contribute toward the costs of the various premiums as follows:*

	<b>BENEFIT</b>	<b>EMPLOYER CONTRIBUTION</b>
<b>(a)</b>	ASEBP Extended Disability Benefit, Plan D	100 percent of each teacher's monthly premium
<b>(b)</b>	Life insurance, Plan 2 & Accidental Death & Dismemberment	100 percent of each teacher's monthly premium
<b>(c)</b>	ASEBP Extended Health Care Plan 1	100 percent of each teacher's monthly premium
<b>(d)</b>	ASEBP Dental Care Plan 3	100 percent of each teacher's monthly premium
<b>(e)</b>	Vision Care Plan 3	100 percent of each teacher's monthly premium

### 7.1.3. Employee Assistance Plan

- 7.1.3.1. *The Employer agrees to maintain an Employee Assistance Plan which shall be 100 percent funded by the teachers. Any changes to the plan shall be made by mutual agreement.*
- 7.1.3.2. *The Employer and the Association agree that effective January 1, 2015, in accordance with clause 7.1.3.1 of the collective agreement, the Employer shall provide an Employee Assistance Plan through the Alberta School Employee Benefit Plan (ASEBP). The parties agree that there is currently no cost associated with the provision of the Plan through ASEBP to either teachers who have extended disability coverage through ASEBP or to the Employer. In the event that ASEBP implements a premium associated with this Employee Assistance Plan, these costs shall be 100 percent funded by the teachers, as set out in clause 7.1.3.1 of the collective agreement.*
- 7.1.3.3. *For those teachers under contract, not covered by Alberta School Employee Benefit Plan's (ASEBP) Extended Disability Plan, the Employer will cover the cost of the premium associated with this Employee Assistance Plan.*

## **7.2. Group Benefits Eligibility**

7.2.1. *Subject to the provisions of the master policies, all teachers appointed to the staff of the Employer after the signing of this collective agreement shall be required to enroll in the ASEBP plans. All teachers enrolled in the plans on the signing date of this collective agreement shall continue to be enrolled in the plans. A teacher may be exempted from participation in the extended health care plan, the dental plan, and the vision care plan upon submitting proof of participation in these or similar plans through their spouse.*

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

7.3.1. *The employer will establish and contribute \$725.00 annually to an individual combined HSA/WSA for each teacher under contract as follows.*

7.3.2. *In this article 'eligible teacher' means any teacher on a continuing, probationary or temporary contract during the year. For temporary contract teachers, 1/12 of the annual contribution will be deposited for each full month the teacher is under contract. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.*

7.3.3. *The account will be administered by Alberta School Employee Benefit Plan (ASEBP) as allowed by Canada Revenue Agency (CRA) and the Income Tax Regulations for the benefit of that teacher and their spouse and dependent(s).*

## **7.4. Other Group Benefits**

7.4.1. Employment Insurance Premium Reduction

7.4.1.1. *It is understood that the payment of the aforementioned benefit plans shall permit the Employer to retain and not pass on to teachers any rebate of premiums otherwise required under Employment Insurance Regulations.*

## **7.5. Payroll Deduction for Savings**

7.5.1. *The Employer shall make available a payroll deduction program for the ATA Group voluntary Registered Retirement Savings Plan (RRSP) in accordance with administrative practice.*

# **8. CONDITIONS OF PRACTICE**

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

8.1.1. *Effective until August 31, 2022, teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*

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

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

## **8.2. Assignable Time Definition**

- 8.2.1. *Assigned Time is defined as the amount of time that Employers assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
- a) *operational days (including teachers' convention)*
  - b) *instruction*
  - c) *supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
  - d) *parent teacher interviews and meetings*
  - e) *Employer and school-directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3*
  - f) *staff meetings*
  - g) *time assigned before and at the end of the school day*
  - h) *other activities that are specified by the Employer to occur at a particular time and place within a reasonable workday.*
- 8.2.2. *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by Employers. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*
- 8.2.3. *Time spent traveling to and from professional development opportunities identified in 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 periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the Employer.*

8.3.2. *When reasonable, this break shall occur in the middle of the assignment.*

8.3.3. *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

### **8.4. Extracurricular**

8.4.1. The parties agree that extracurricular activities are valuable for students and recognize the importance of the contribution teachers provide to these activities. Teacher participation in extracurricular activities is voluntary.

### **8.5. Other Conditions of Practice**

8.5.1. *Teachers shall be assigned duties for not more than 200 days in any school year.*

### **8.6. Service Outside Operational Days**

8.6.1. A teacher shall be paid 1/200 of the teacher's regular annual salary for each day of service rendered during a holiday period in compliance with any request from the Superintendent. The annual salary used for computation shall be that in effect at September 1 of the year the service is rendered.

### **8.7. Mid-Year Transfers**

8.7.1. Teachers required to transfer schools mid-year shall be provided with 2 days to relocate their classroom. Additional time may be granted in consultation with the employer. Any costs related to board-directed teacher transfer shall be the responsibility of the employer.

## **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.*

## **10. SICK LEAVE**

- 10.1. *Annual sick leave with pay and the Employer 's contribution to benefit premiums will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of sickness or disability, in accordance with the following schedule:*
- 10.1.1. *In the first year of service with the Employer, in accordance with the provisions of the Education Act, provided any salary adjustments required are made on the final pay cheque for that year of service. After one year of service, 90 calendar days.*
- 10.2. *Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan (article 7), upon the teacher's return to full-time duty, the teacher shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*
- 10.2.1. *Less than one year of service – the remaining entitlement in accordance with the Education Act.*
- 10.2.2. *After one year of service – 90 calendar days.*
- 10.3. *When a teacher leaves the employ of the Employer, all accumulated sick leave shall be cancelled.*
- 10.4. *Before any payment is made under the foregoing regulations, the teacher shall provide:*
- 10.4.1. *A declaration, if required by the Employer, where the absence is for a period of three days or less.*
- 10.4.2. *A certificate, if required by the Employer, signed by a qualified medical or dental practitioner where the absence is for a period of over three days.*
- 10.5. *After 90 calendar days of continuous disability the sick leave provisions (article 10) shall be suspended and the benefits of the ASEBP extended disability benefit shall apply. The Employer shall continue to pay its share of the teacher's benefit premiums.*

## **11. MATERNITY, ADOPTION AND PARENTAL LEAVE**

### **11.1. Maternity Leave**

- 11.1.1. *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2. *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*

- 11.1.3. *A teacher shall, when possible, give the Employer three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4. *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.1.5. *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.*

## **11.2. Parental Leave**

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



### **11.3. Salary Payment and Benefit Premium Payment Set SEB Plan**

- 11.3.1. *At the commencement of maternity leave, the teacher shall be eligible for one of the following options:*
- 11.3.2. *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3. *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*
  - a) *The teacher may access sick leave entitlement with pay as specified in article 10 for the period of illness or disability.*
  - b) *The Employer shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during sixteen (16) 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 (100) per cent 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.**

- a) *Leave of absence (personal leave) may be used by a teacher to attend to personal business provided a written request has been approved by the Superintendent or designate.*
- b) *A teacher shall have available four (4) days of personal leave each school year. Two (2) days of personal leave may be taken each school year without deduction of salary; all personal leave taken after the first two (2) days of personal leave shall result in a deduction equal to the rate of a substitute teacher's pay for each such day of leave taken.*
- c) *The maximum number of personal days a teacher may carry forward to a subsequent school year is one (1) of the personal leave days without deduction of salary. The carried forward personal leave day shall not be carried forward a second time.*
- d) *No more than five (5) days of personal leave may be taken per school year.*
- e) *A personal leave day is equivalent to the teacher's normal workday.*
- f) *This leave may be used in a full day or half day increments.*

12.1.1. *One day per annum of the aforementioned four (4) personal leave days may be used by a teacher with no deduction made for the cost of the substitute upon the occasion of the birth of a child. The leave must be used within two (2) weeks of the birth.*

12.1.2. *One day per annum of the aforementioned four (4) personal leave days may be used by a teacher with full pay and benefits to take custody of an adopted child with no deduction made for the cost of the substitute. The leave must be used within two (2) weeks of the adoption.*

### **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 the teacher's behalf while on secondment under this clause.*

*Effective September 1, 2022*

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

*not be unreasonably denied.*

- 13.4. *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.*
- 13.5. *During such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on the teacher's behalf while on secondment under this clause.*

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

*For the purposes of clauses 14.1 through 14.6, a teacher is entitled to temporary leave of absence with pay and the Employer's contribution to benefit premiums and such leave is deemed to be an authorized leave of absence approved by the Employer pursuant to section 220(1)(d)(i) of the Education Act, where such teacher is absent:*

##### **14.1. Bereavement and Critical Illness Leave**

- 14.1.1. *For not more than five teaching days for each occurrence because of the critical illness or death of spouse, including common law, child, parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law or a relative who is a member of the teacher's household and up to one teaching day to attend the funeral of aunts and of uncles of the teacher or spouse or nieces or nephews of the teacher or spouse.*
- 14.1.2. *One day or required portion thereof; subject to approval of the Superintendent or designate, may be allowed in the event of the death of another relative, other than those set out in 14.1.1 or fellow employee or close friend.*

##### **14.2. Graduation, Convocation and University Exams Leave**

- 14.2.1. *For the period of one day necessary to attend convocation at a post-secondary institution at which the teacher or the teacher's son, daughter or spouse is graduating.*

##### **14.3. Jury Duty Leave**

- 14.3.1. *When a teacher is required to serve on a jury or is subpoenaed to appear in the courts as a witness, the Employer will continue to pay the teacher's full salary and the Employer's share of benefit premiums provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses) received by the teacher from the courts is remitted to the Employer.*

#### **14.4. Impassable Roads Leave**

14.4.1. When a teacher is unable to reach the school from their usual place of residence because of impassable roads, provided that:

14.4.1.1. the absence is communicated to the principal,

14.4.1.2. the teacher makes every effort to return to their place of work if road conditions improve, and

14.4.1.3. the teacher carries out employment duties and responsibilities that can be completed from their usual place of residence.

#### **14.5. Family Medical Leave**

14.5.1. *A teacher may use up to three days per year to attend to the medical needs of the teacher's parent, spouse, adult interdependent partner and/or child.*

14.5.2. *Family medical leave under clause 14.5.1, may be used only for the following reasons:*

a) *to attend at medical and/or dental appointments and/or travel to and from such appointments,*

b) *banking appointments related to a power of attorney or trusteeship,*

c) *legal appointments related to a power of attorney or trusteeship, and/or*

d) *appointments related to enrollment of a family member into a care facility.*

#### **14.6. General Discretionary Leave**

14.6.1. Additional leaves of absence may be granted by the Employer with or without pay and the Employer contributions to benefit premiums at the discretion of the Employer.

#### **14.7. Deferred Salary Leave Plan**

14.7.1. The Employer shall operate a deferred salary leave plan.

#### **14.8. Additional Parental Leave (without pay and benefits)**

14.8.1. Teachers may be granted an additional year of parental leave without pay and without the Employer's share of benefit premium contributions

### **15. GRIEVANCE PROCEDURE**

*Subject to Letter of Understanding on Interim Grievance Procedure, current article 15 and 16 in the 2018-20 collective agreement apply until date of ratification of local agreements.*

- 15.1. *This procedure applies to differences:*

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

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

*Employer will give advance notice to the Association when a representative of the Employer affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the Employer against a teacher, the Employer shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*

- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the Employer and/or the Association may convey a grievance to arbitration.*
- 15.11. *The Employer and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three member arbitration board, and the nominees shall endeavour to select an independent Chair.*
  - 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The arbitrator/arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator/arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator/arbitration board is final and binding on:*
  - 15.15.1. *the Employer and the Association; and,*
  - 15.15.2. *teachers covered by the collective agreement who are affected by the award.*
- 15.16. *TEBA Involvement in Grievance Proceedings*
  - 15.16.1. *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the Employer.*

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

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

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

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

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

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

#### 15.17. *Optional Mediation Process*

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

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

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



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

15.18. *Administration*

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

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

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

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

**16. EMPLOYMENT**

**16.1. Transfers**

16.1.1. The Employer will establish a procedure by which teachers may request a transfer to another school or to another grade and/or subject assignment. The procedure must be posted in each school in an appropriate location.

16.1.2. When the Employer requests a teacher to transfer to another school, the Employer shall pay their reasonable moving expenses necessarily incurred by them due to such transfer.

16.1.2.1. When a teacher is transferred subsequent to the start of a school year, the teacher will be provided unassigned time to prepare for the new assignment. The amount of time shall be determined by consensus among the two principals and the teacher, subject to the approval of the Superintendent. If a consensus is not reached, the Superintendent shall determine the amount of time. In no case shall it be less than one-half (1/2) day.

16.1.3. Notwithstanding section 212 of the *Education Act*, no teacher who has been designated a principal, vice-principal or assistant principal shall be transferred to another school without their consent.

**16.2. Information and Files**

16.2.1. The Employer shall submit, in writing, proposed Employer regulations, administrative procedures and/or Employer policies pertaining to teachers to the ATA Local No 18 and the teacher chairperson of the Teacher

Board Advisory Committee (TBAC).

16.2.2. It shall be the responsibility of the ATA Local No 18 to provide the Employer with the names of the local executive, school representatives and the TBAC chairperson.

16.2.3. The teachers shall, through their representatives, make such representations as they wish concerning any changes proposed by the Employer within three calendar weeks of receipt of written notice of any proposed change.

### **16.3. Safe Work Environment / Occupational Health and Safety**

16.3.1. *The Employer shall effect and keep in force an adequate policy or policies of insurance, insuring each teacher in its employ when acting in the course of such teacher's employment against liability in respect of any claim for damages or personal injury.*

### **16.4. Subrogation**

16.4.1. Interpretation:

16.4.1.1. *Cost of Absence* means the total remuneration paid by the Employer during a period when the teacher was absent from work.

16.4.1.2. *Interest* means interest calculated in accordance with the provisions of the Alberta Judgement Interest Act, RSA 2000, c.J-1, and amendments and regulations thereto.

16.4.1.3. *Judgement or Settlement* means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.

16.4.1.4. *Remuneration* means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.

16.4.1.5. *Teacher* means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, or guardian of the estate of the deceased teacher.

16.4.2. In the event that the Employer incurs a cost of absence as a result of an act or omission of a third party, the Employer is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:

16.4.2.1. the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;

- 16.4.2.2. the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
  - 16.4.2.3. the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
  - 16.4.2.4. the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
  - 16.4.2.5. the teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
  - 16.4.2.6. upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
  - 16.4.2.7. the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
  - 16.4.2.8. the Employer's consent to settlement shall not be unreasonably withheld.
- 16.4.3. When as a result of judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to all the cost of absence, the teacher shall, as of the date of settlement or judgement, pay the full cost of absence recovered to the Employer plus interest.
  - 16.4.4. When as a result of a judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall, as of the date of judgement or settlement, pay to the Employer, the amount of the cost of absence recovered plus interest.
  - 16.4.5. The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this clause 16.4.
  - 16.4.6. In exercising any of its rights under clause 16.4, the Employer shall have due regard for the interests of the teacher.

## **16.5. Other**

- 16.5.1. A T2200 shall be issued to all teachers on contract along with their T4 statements.

**IN WITNESS THEREOF** the parties hereto executed this collective agreement by affixing the signatures of their proper officers on their behalf on the date(s) as set out below.

Signed on \_\_\_\_\_, 2024

Signed on \_\_\_\_\_, 2024

On Behalf of the Association

On Behalf of the Employer

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Signed on \_\_\_\_\_, 2024

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

## **LETTERS OF UNDERSTANDING—CENTRAL**

### **LETTER OF UNDERSTANDING 1**

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

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

## **LETTER OF UNDERSTANDING #2**

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

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

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

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

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

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

### **THE PARTIES AGREE AS FOLLOWS:**

#### **EFFECTIVE DATES**

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

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

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

#### **TRANSITION OF EXISTING GRIEVANCES**

1. *For grievances filed under article 15 (Central Grievance Procedure) of 2018–20 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
  - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*

- b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*
2. *For grievances filed under article 16 (Local Grievance Procedure) of 2018-20 teacher collective agreements prior to February 1, 2022, the Employer and the Association will meet no later than March 31, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
- a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
  - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

### **INTERIM GRIEVANCE PROCEDURE**

- 15.1. *This procedure applies to differences:*
- 15.1.1. *about the interpretation, application, operation or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
  - 15.1.2. *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*
- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the Superintendent or designate and the Associate Coordinator—Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association or the Employer and shall contain the following:*
- 15.4.1. *the name(s) of the parties aggrieved;*
  - 15.4.2. *a statement of facts giving rise to the grievance;*
  - 15.4.3. *the article(s) of the 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 member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three member arbitration board, and the nominees shall endeavour to select an independent Chair.*

  - 15.12.1. If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. The arbitrator/arbitration board shall determine their own procedure but shall give full*



*opportunity to all parties to present evidence and to be heard. The arbitrator/arbitration board shall make any order they consider appropriate.*

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

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

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

*15.16. TEBA Involvement in Grievance Proceedings*

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

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

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

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

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

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

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

*15.17. Optional Mediation Process*

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

*recommence formal grievance proceedings.*

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

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

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

#### *15.18. Administration*

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

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

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

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

**LETTER OF UNDERSTANDING #3**

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

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

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

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

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

**LETTER OF UNDERSTANDING # 4**

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

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

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

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

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

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

**LETTER OF UNDERSTANDING #5**

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

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

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

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

*During the term of this agreement, if the proclamation of the above noted legislation results in additional costs for teachers or employers, TEBA and the Association shall meet within 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 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 cases shall be heard on any single day, with a maximum of four cases over the course of two 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 clause 3, and/or mutually agreeing to book alternative dates to those in clause 2 where the hearing can be facilitated sooner.*
5. *The parties to the grievance shall cover their own costs of the hearing and equally share the cost of the Arbitrator. If no hearing occurs, TEBA and the Association shall share equally the cancellation costs for the arbitrator.*
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 arbitrators who have been agreed to by the Association and TEBA will hear Expedited Arbitration files on a rotating basis, where possible.*
8. *Arbitration decisions may not be used to alter, modify or amend any part of the appropriate collective agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon the parties to the grievance and no further action may be taken on that grievance by any means.*
9. *Ideally, the designated arbitrator will issue an award for each Expedited Arbitration within four weeks of the hearing. The designated arbitrator remains seized to each Expedited Arbitration in order to determine any issues left pending by the award. The award will contain the following paragraph:*

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

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

## **LETTER OF UNDERSTANDING #7**

### **DUTY TO ACCOMMODATE**

*TEBA, the Association, and 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**

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

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

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

**TEACHING EXPERIENCE FORM**

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

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

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

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

**Teaching Experience**

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

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

**School Division Contact**

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

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

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

**APPENDIX A—Teaching Experience Provisions**

**3.4. Experience**

*Teachers shall:*

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

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

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

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

*Prior Experience*

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this article*
  - a) *Until proof of experience is submitted to the Superintendent or designate, all teachers new to the Employer shall be deemed to have zero 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 agreement.*

LETTERS OF UNDERSTANDING—LOCAL

**LETTER OF UNDERSTANDING #10**

**RETIRED TEACHERS**

*When the Employer employs a retired teacher who is in receipt of an Alberta Teachers' Retirement Fund (ATRF) pension, the Employer agrees to reimburse the teacher for demonstrated costs of benefits consistent with those provided in article 7.1.2, 7.1.3 and 7.3.*

**LETTER OF UNDERSTANDING #11**  
**PROFESSIONAL LEARNING ACCOUNT**

**Effective August 23, 2023**

The School Division shall create and fund a Professional Learning Account for each teacher on contract by October 15 of each year. The annual allocation shall be provided for each teacher in the sum of \$350, prorated to FTE.

Annual allocations may be accumulated for a maximum of three (3) years and/or \$1,050. One (1) day of substitute release shall be allocated annually to support a teacher's professional learning. Unused days shall accumulate to a maximum of three (3) days.

The School Division will maintain an Administrative Procedure to detail the Professional Learning Account.

**LETTER OF UNDERSTANDING #12**

**INCLEMENT WEATHER**

In the 2023-24 school year the employer will explore with School Divisions in their geographical region, the development of a consistent practice to address inclement weather issues, bus cancellations, school closures and the requirement for teachers to attend work at their schools on those days.

This Letter of Understanding expires June 30, 2024.



**LETTER OF UNDERSTANDING #13**

**WORKLOAD COMMITTEE**

A committee shall be established for the purpose of discussing the impact of new initiatives on workload.

The committee shall consist of two (2) members chosen by Wetaskiwin ATA Local 18 and two (2) members from Division Office. The committee shall meet a minimum of two times per year, dates to be determined by September 30.

This Letter of Understanding shall be bridged until the negotiation of the next collective agreement.