

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 BUFFALO TRAIL SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024



TABLE OF CONTENTS

1. APPLICATION / SCOPE	3
2. TERM.....	4
3. SALARY	8
4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE	13
5. SUBSTITUTE TEACHERS.....	17
6. PART-TIME TEACHERS.....	19
7. GROUP BENEFITS.....	19
8. CONDITIONS OF PRACTICE	20
9. PROFESSIONAL DEVELOPMENT.....	22
10. SICK LEAVE	24
11. MATERNITY, ADOPTION AND PARENTAL LEAVE.....	25
12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE.....	27
13. ASSOCIATION LEAVE AND SECONDMENT	28
14. OTHER LEAVES.....	30
15. GRIEVANCE PROCEDURE	31
16. EMPLOYMENT	34
SIGNATURE PAGE	36
LETTERS OF UNDERSTANDING—CENTRAL.....	37
LETTERS OF UNDERSTANDING—LOCAL.....	53

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

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

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

1. APPLICATION / SCOPE

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

1.2. Excluded Positions

- a) Superintendent
- b) Deputy Superintendent
- c) Assistant Superintendent
- d) Associate Superintendent
- e) Director, Inclusive Learning
- f) Director of Technology

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

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

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

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

1.5. Role of TEBA

- 1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the employers in any agreement with respect to central terms.*
- 1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
- 1.5.3. *For the purpose of bargaining collectively with the Association, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms.*
- 1.6. *The Employer retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7. *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8. *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9. *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10. *All provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2. List Bargaining

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

2.3. Central Matters Bargaining

- 2.3.1. *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than fifteen (15) days and not more than thirty (30) days after the central matters and local matters have been determined.*
- 2.3.2. *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

2.4. Local Bargaining

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

2.5. Bridging

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

2.6. Meet and Exchange

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

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

2.7. Opening with Mutual Agreement

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

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

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

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

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

2.8.1.1. *name,*

2.8.1.2. *certificate number,*

2.8.1.3. *home address,*

2.8.1.4. *personal home phone number,*

2.8.1.5. *the name of their school or other location where employed,*

2.8.1.6. *contract type,*

2.8.1.7. *full-time equivalency (FTE), and*

2.8.1.8. *salary grid placement.*

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

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

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

2.8.2.2. *Most recent Employer financial statements;*

2.8.2.3. *Total benefit premium cost;*

2.8.2.4. *Total substitute teacher cost;*

2.8.2.5. *Total principal / vice-principal / assistant principal allowance cost;*

2.8.2.6. *Total other allowance cost; and*

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

3. SALARY

3.1. *The Employer shall pay all teachers the salaries as herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.*

3.1.1. *One (1) month's salary shall be one-twelfth (1/12) part of the annual salary at the rate in effect that month.*

3.1.2. *Each teacher shall be paid one-twelfth (1/12) of the teacher's annual salary on or before the twenty-sixth (26) of each month.*

3.1.3. *No adjustments in the salary schedule shall cause a teacher's salary to be less than that applicable immediately prior to the effective date of this agreement.*

3.2. Grid

3.2.1. *Effective until June 9, 2022*

STEP	CAT 4	CAT 5	CAT 6
0	\$ 59,464	\$ 62,819	\$ 66,707
1	\$ 63,135	\$ 66,454	\$ 70,324
2	\$ 66,798	\$ 70,104	\$ 73,933
3	\$ 70,473	\$ 73,749	\$ 77,554
4	\$ 74,143	\$ 77,393	\$ 81,172
5	\$ 77,809	\$ 81,035	\$ 84,783
6	\$ 81,477	\$ 84,680	\$ 88,398
7	\$ 85,149	\$ 88,326	\$ 92,017
8	\$ 88,811	\$ 91,972	\$ 95,631
9	\$ 92,476	\$ 95,619	\$ 99,251
10	\$ 94,419	\$ 97,813	\$101,704

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

STEP	CAT 4	CAT 5	CAT 6
0	\$ 59,761	\$ 63,133	\$ 67,041
1	\$ 63,451	\$ 66,786	\$ 70,676
2	\$ 67,132	\$ 70,455	\$ 74,303
3	\$ 70,825	\$ 74,118	\$ 77,942
4	\$ 74,514	\$ 77,780	\$ 81,578
5	\$ 78,198	\$ 81,440	\$ 85,207
6	\$ 81,884	\$ 85,103	\$ 88,840
7	\$ 85,575	\$ 88,768	\$ 92,477

8	\$ 89,255	\$ 92,432	\$ 96,109
9	\$ 92,938	\$ 96,097	\$ 99,747
10	\$ 94,891	\$ 98,302	\$102,213

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

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

STEP	CAT 4	CAT 5	CAT 6
0	\$ 60,508	\$ 63,922	\$ 67,879
1	\$ 64,244	\$ 67,621	\$ 71,559
2	\$ 67,971	\$ 71,336	\$ 75,232
3	\$ 71,710	\$ 75,044	\$ 78,916
4	\$ 75,445	\$ 78,752	\$ 82,598
5	\$ 79,175	\$ 82,458	\$ 86,272
6	\$ 82,908	\$ 86,167	\$ 89,951
7	\$ 86,645	\$ 89,878	\$ 93,633
8	\$ 90,371	\$ 93,587	\$ 97,310
9	\$ 94,100	\$ 97,298	\$100,994
10	\$ 96,077	\$ 99,531	\$103,491

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

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

STEP	CAT 4	CAT 5	CAT 6
0	\$ 61,718	\$ 65,200	\$ 69,237
1	\$ 65,529	\$ 68,973	\$ 72,990
2	\$ 69,330	\$ 72,763	\$ 76,737
3	\$ 73,144	\$ 76,545	\$ 80,494
4	\$ 76,954	\$ 80,327	\$ 84,250
5	\$ 80,759	\$ 84,107	\$ 87,997
6	\$ 84,566	\$ 87,890	\$ 91,750
7	\$ 88,378	\$ 91,676	\$ 95,506
8	\$ 92,178	\$ 95,459	\$ 99,256
9	\$ 95,982	\$ 99,244	\$103,014
10	\$ 97,999	\$101,522	\$105,561

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

3.3. Education

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

3.4. Experience

Teachers shall:

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

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

Prior Experience

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

c) *The written confirmation is signed by an authorized officer of the previous employer.*

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

Effective until June 9, 2022

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

Effective June 10, 2022, repeal clause 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.*

Special Considerations for Other Education and Experience [Career and Technology Studies (CTS)]

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

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

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

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

Effective until August 31, 2022

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

Effective September 1, 2022

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

3.6. Other Rates of Pay Provisions

3.6.1. Teachers not in receipt of an administrative allowance who are directed by the Superintendent or designate to provide service outside the regular school calendar shall be compensated at a rate of one two-hundredth (1/200) per full day or one four-hundredth (1/400) per half (1/2) day.

3.6.1. With mutual agreement between the Employer and the teacher, service rendered outside of the divisional operational calendar may be compensated with time in lieu during the subsequent school year.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations / Positions

In addition to the foregoing salary, there shall be paid additional allowances in accordance with the following schedule. Payment of administrative allowances shall commence on the effective date of appointment.

4.1.1. *The Employer may create or designate new positions not specified in this article but are nevertheless covered by the terms of this collective agreement under article 2.*

4.1.2. *The amount and method of remuneration shall be set by the Employer after consultation with the local employee representatives on the Teacher Welfare Committee.*

4.2. Administration Allowances

4.2.1. Principal's Allowance

The principal's allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. Each principal shall receive an allowance per annum as follows:

4.2.1.1. *Effective until June 9, 2022*

Category	Student Count* (ECS Counted as 0.5 FTE)	Allowance
1	1 to 375	\$25,000
2	376 to 500	\$26,925

Category	Student Count* (ECS Counted as 0.5 FTE)	Allowance
3	501 to 625	\$28,804

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

Category	Student Count* (ECS Counted as 0.5 FTE)	Allowance
1	1 to 375	\$ 25,125
2	376 to 500	\$ 27,060
3	501 to 625	\$ 28,948

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

Category	Student Count* (ECS Counted as 0.5 FTE)	Allowance
1	1 to 375	\$ 25,439
2	376 to 500	\$ 27,398
3	501 to 625	\$ 29,310

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

Category	Student Count* (ECS Counted as 0.5 FTE)	Allowance
1	1 to 375	\$ 25,948
2	376 to 500	\$ 27,946
3	501 to 625	\$ 29,896

**Student Count shall be as of September 30 of the applicable school year.*

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

4.2.3. **Assistant Principal's Allowance**

a) *The assistant principal shall receive an allowance equivalent to one-half (1/2) of the allowance paid to the principal under this clause.*

- b) *Where there is more than one (1) assistant principal, a sum equal to seventy percent (70%) of the principal's allowance shall be divided between them in the ratio of their responsibilities.*
- c) *Where an assistant principal acts in place of a principal for more than ten (10) consecutive school days, the teacher shall receive an allowance equivalent to that of the principal's allowance for such excess period. Such designation shall terminate upon the principal's return to duty or upon the appointment of a new principal.*

- 4.2.4. *The minimum allowance for assistant principal allowance will be adjusted in accordance with current proportionality to the principal allowance.*
- 4.2.5. *Student count for the purposes of calculating administrative allowances shall be that count as of September 30 in each school year. Where Early Childhood Services (ECS) students are housed in a school, each pupil shall be counted as zero point five (0.5) for purposes of administrative allowances. Private ECS students shall not be counted for purposes of administrative allowances.*
- 4.2.6. *Where a new school is opened resulting in a transfer of pupils, the administrative allowances in all schools affected shall be adjusted accordingly effective the date of the transfer of the pupils.*

4.3. Red Circling

No principal or assistant principal shall have their allowance reduced by reason of implementation of clause 4.2 unless the number of students is reduced, in which case, the allowance shall be reduced accordingly.

4.4. Acting / Surrogate Administrators

- 4.4.1. In the absence of the principal and the assistant principal, or where there is no assistant principal and the principal is absent, a teacher shall be designated as acting principal.
- 4.4.2. In a school where there is no assistant principal, a teacher shall be temporarily designated to act as principal in the absence of the principal and the teacher shall receive an allowance equivalent to fifty per cent (50%) of the principal's allowance for that day.

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

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

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

4.6. Other Administrator Designations

- 4.6.1. *The Hutterite colony allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- 4.6.1.1. *Effective until June 9, 2022, one (1) teacher of each Hutterite colony shall receive an annual allowance of \$689.00.*
- 4.6.1.2. *Effective June 10, 2022 (0.50% increase,) one (1) teacher of each Hutterite colony shall receive an annual allowance of \$692.45.*
- 4.6.1.3. *Effective September 1, 2022 (1.25% increase), one (1) teacher of each Hutterite colony shall receive an annual allowance of \$701.10.*

4.6.1.4. *Effective September 1, 2023 (2.00% increase), one (1) teacher of each Hutterite colony shall receive an annual allowance of \$715.12.*

4.6.2. *A teacher designated as principal-at-Large shall receive an annual allowance equal to a Category 1 Administrative allowance as per clause 4.2. In the case where the teacher designated as principal-at-Large is in receipt of an allowance under article 4, Administrative Allowances and Conditions of Practice the teacher shall be paid the higher of the applicable allowance in effect at the time of the appointment as principal-at-large or an allowance equal to a Category 1 Administrative allowance as per clause 4.2.*

4.7. Other Administrator Conditions

4.7.1. Principal and Assistant Principal Lieu Days

Principals shall receive two (2) day(s) in lieu each year. This day is not subject to carry forward or payout.

4.7.1.1. Assistant principals shall receive one (1) day in lieu each year. This day is not subject to carry forward or payout.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

5.1.1. *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. Payment for a full day substitute teachers shall be:*

5.1.1.1. *Effective until June 9, 2022, substitute teachers' daily rates of pay will be \$200.92 plus six per cent (6%) vacation pay of \$12.06 for a total of \$212.98.*

5.1.1.2. *Effective June 10, 2022 (0.50% increase), substitute teachers' daily rates of pay will be \$201.92 plus six per cent (6%) vacation pay of \$12.12 for a total of \$214.04.*

5.1.1.3. *Effective September 1, 2022 (1.25% increase), \$216.72 plus two per cent (2%) in lieu of benefits \$4.33 for a total of \$221.05.*

5.1.1.4. *Effective September 1, 2023 (2.00% increase), \$221.05 plus two per cent (2%) in lieu of benefits \$4.42 for a total of \$225.47.*

5.1.2. *Payment for part days shall be prorated but in no case shall payment be for less than one-half (1/2) day.*

- 5.1.2.1. *Effective until June 9, 2022, substitute teachers' one-half (1/2) daily rate of pay will be \$100.46 plus six per cent (6%) vacation pay of \$6.03 for a total of \$106.49.*
- 5.1.2.2. *Effective June 10, 2022 (0.50% increase), substitute teachers' one-half (1/2) daily rate of pay will be \$100.96 plus six per cent (6%) vacation pay of \$6.06 for a total of \$107.02.*
- 5.1.2.3. *Effective September 1, 2022 (1.25% increase), one-half (1/2) daily rate of pay will be \$108.36 plus two per cent (2%) in lieu of benefits \$2.17 for a total of \$110.53.*
- 5.1.2.4. *Effective September 1, 2023 (2.00% increase), one-half (1/2) daily rate of pay will be \$110.52 plus two per cent (2%) in lieu of benefits \$2.23 for a total of \$112.74.*

5.2. Commencement of Grid Rate

- 5.2.1. *Payment shall be made at the daily rate for the first five (5) consecutive school days. On the sixth (6) and subsequent days in the same school where a substitute teacher continues to replace the same regular teacher, payment shall be made according to placement on the salary schedule.*
- 5.2.2. *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day, or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3. Other Substitute Teacher Conditions:

- 5.3.1. A substitute teacher who is cancelled less than twenty-four (24) hours before they are scheduled to begin work, will be paid one-half (1/2) the daily rate in clause 5.1 for that day provided they arrive at the school and provide one-half (1/2) day service.
- 5.3.2. When a teacher has provided forty (40) full-time equivalent days of substitute teaching service in the previous school year, the Employer shall pay the daily substitute rate for attendance at one (1) day of a school / Employer-based in-service, Association, Institute or Teachers' convention in the subsequent year.
- 5.3.3. When a substitute teacher is hired, they will follow the schedule of the teacher they are booked to replace, except where the substitute teacher is replacing an administrator or a teacher of less than one point zero (1.0) FTE. Notwithstanding, the school principals may reassign duties to the substitute teacher where it is reasonable to support the effective operation of the school.

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. Reasonable efforts will be made to ensure that part-time teachers' timetables will be contiguous.
- 6.3. Unless mutually agreed upon, a part-time teacher's FTE shall not be changed (increased or decreased) by more than zero point three (0.3) within any given school year.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans

- 7.1.1. *When enrolment is satisfactory to the insurers, the Employer will make available the Alberta School Employee Benefit Plan (ASEBP), which provides life, accidental death and dismemberment, extended disability insurance, dental, vision and extended health care insurance.*
- 7.1.2. *Benefit coverage provided by the Employer will be one hundred per cent (100%) towards the premiums payable for the following group insurance plans:*
- 7.1.3. ASEBP
 - a) *Life Insurance Plan 2*
 - b) *Accidental Death and Dismemberment Plan 2*
 - c) *Extended Disability Benefit Plan D*
 - d) *Extended Health Care Plan 1*
 - e) *Dental Care Plan 3*
 - f) *Vision Care Plan 3*

It is understood that the Employer's contribution to the ASEBP premiums is applicable only where the teacher participates in the respective plan.

- 7.2. *Subject to the provisions of the master policies, all teachers shall be required to enroll in ASEBP, except that teachers on contracts which do not exceed three (3) months shall not be eligible for enrollment in the Plan. A teacher may be exempted from participation in Extended Health Care, Dental, and Vision where they receive coverage through their spouse.*

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

7.3.1. *The Employer will contribute annually to an individual HSA / WSA for each eligible teacher under contract in the amount of \$725 annually. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency (CRA) and the Income Tax Act of Canada for the benefit of that teacher and their spouse and dependent(s).*

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, one-twelfth (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.*

7.4. *Payments made towards benefit plans by the Employer shall permit it to retain and not pass on to teachers, any rebates of Employment Insurance premiums.*

7.5. *All new teachers have benefits in place when they begin work with the Employer, including in-service / orientation.*

7.6. *Any retired teacher who returns to work and is not eligible for ASEBP coverage shall be reimbursed the cost of their benefit coverage for the term of their employment.*

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

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

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

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

8.2. Assignable Time Definition

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

a) operational days (including teachers' convention).

b) instruction.

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

d) parent teacher-interviews and meetings.

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

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

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

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

8.3. Duty Free Lunch

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

- 8.3.1. *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two (2) periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the Employer.*
- 8.3.2. *When reasonable, this break shall occur in the middle of the assignment.*

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

8.4. The Employer shall submit proposed Employer regulations pertaining to teachers to representatives selected by and from its teaching staff. It shall be the responsibility of these representatives to communicate the views of the teachers regarding the proposed Employer regulations to the Employer.

8.5. It is recognized that a teacher's professional duties extend beyond instruction of pupils. Teachers will provide such instruction, supervision and other duties as assigned by the principal.

8.6. Extracurricular

8.6.1. The extent of staff involvement in extracurricular activities shall be determined by the principal and the principal's staff.

9. PROFESSIONAL DEVELOPMENT

9.1. Teacher Professional Growth Plan

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

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

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

9.2. Professional Improvement Leave

May be granted by the Employer on application by a teacher for the following reasons:

9.2.1. *Study for improving the teacher's academic or professional education.*

9.2.2. *Travel or experience which is useful in improving the teacher's service.*

9.2.3. *A teacher who is granted professional improvement leave shall:*

a) *give an undertaking in writing to return to the teacher's duties following the expiration of the teacher's leave;*

b) *not resign or retire from teaching service other than by mutual agreement between the Employer and the teacher for a period of;*

- i. *two (2) years after resuming duties following a leave of one (1) year, or*
 - ii. *up to twenty-four (24) months determined by multiplying each month of leave by two (2) after resuming duties following a leave of less than one (1) year; and*
 - c) *in the case of leave granted to study, provide proof of accredited professional development, upon return from professional improvement leave.*
- 9.2.4. Should the teacher fail to return to teaching duties, or should the teacher resign before completing the teacher's commitment following professional improvement leave, the teacher shall repay the amount specified in clause 9.2.7 plus interest calculated on the basis of the existing current rate.
- 9.2.5. *All applications for professional improvement leave shall be submitted to the Employer by February 1 preceding the school year in which the professional improvement leave is to commence.*
- 9.2.6. *The Employer, after having the applications reviewed by a committee composed of two (2) teacher representatives (appointed by the local executive council), two (2) Employer members, and the Superintendent, shall determine, not later than April 1, the number, and persons, if any, to be granted professional improvement leave.*
- 9.2.7. *A teacher who is granted professional improvement leave for the year shall receive sixty per cent (60%) of the category four (4) minimum in equal installments on the last day of each month. The amount shall be calculated on the category four (4) minimum in effect when the professional improvement leave commences and shall remain in effect for the entire duration of the leave.*
- 9.2.8. *No experience increment shall be allowed for the year of professional improvement leave.*
- 9.2.9. *The Employer may grant professional improvement leave for a period of less than one (1) year. A teacher granted such leave shall receive an allowance paid at a prorated basis to the amount provided in clause 9.2.7 calculated in the ratio that the period of approved leave bears to the school term.*
- 9.2.10. *A teacher taking professional improvement leave up to thirty (30) consecutive calendar days will be reinstated to the same position held prior to the leave being taken.*
- 9.2.11. *A teacher taking professional improvement leave in excess of thirty (30) consecutive calendar days shall be entitled to return to a teaching position within the Employer.*

10. SICK LEAVE

- 10.1. *Sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness, or disability, in accordance with the following schedule:*
 - a) *After one (1) year of service – ninety (90) calendar days*
 - b) *Less than one (1) year of service - statutory sick leave*
- 10.2. *A teacher who has been absent due to the above reasons and returns to regular full-time duties shall have the ninety (90) calendar day sick leave entitlement reinstated pursuant to clause 10.1. However, in instances where the teacher has been continuously absent for a period of twenty (20) or more consecutive school days, reinstatement of the sick leave entitlement will be made contingent on the teacher providing a medical certificate, signed by a medical practitioner, prior to the date of return, verifying that the teacher is able to return to work on a continuing basis.*
- 10.3. *In the case of a teacher who has five (5) or more years of service with the Employer and re-enters its employ, the sick leave accumulated under clause 10.1 during the period of employment with the Employer shall be reinstated, provided however that the teacher re-enters within a period of two (2) years.*
 - 10.3.1. *A teacher who is absent from school duties for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness, or disability for a period of more than three (3) consecutive teaching days, shall be required to present to the principal medical documentation within five (5) school days after resuming teaching duties. Should a teacher fail to supply medical documentation, the Employer may deduct one two-hundredth (1/200) of the teacher's salary for each day absent.*
 - 10.3.2. *A teacher who is absent from school duties for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness, or disability, for a period of three (3) consecutive teaching days or less may be required to present to the principal a signed form giving the reason for such absence, immediately upon return to teaching duties.*
 - 10.3.3. *In the case where the absence due to illness will exceed forty-five (45) calendar days, the teacher will provide, where possible, medical documentation to the Employer that the teacher is under the ongoing care of a physician. The intent is to provide for a smooth transition to extended disability for the employee when necessary.*
- 10.4. *After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid, and the ASEBP will take effect.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

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

11.2. Parental Leave

- 11.2.1. *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2. *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3. *The teacher shall give the Employer at least six (6) weeks' written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4. *The teacher may terminate the leave at any time. The teacher shall give the Employer no less than four (4) weeks' notice, in writing, of the intended date of return.*

- 11.2.5. *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6. *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one (1) teacher or shared by both teachers. In any case, the Employer may grant but is not required to grant parental leave to more than one (1) parent of the child at the same time.*
- 11.2.7. **Additional Parental Leave**
- a) A teacher, upon request, shall be entitled to an extended parental leave of absence without pay or Employer contributions to the benefits plan for up to six (6) months beyond the maximum parental leave identified in clause 11.2. A teacher will consult with the assistant Superintendent, Human Resources on the operational context of the school when making this request.
- b) The extended leave must commence immediately following parental leave under clause 11.2.
- c) Application for such leave must be made no later than three (3) months prior to the commencement of the extended portion of the parental leave.

11.3. Salary Payment and Benefit Premium (Health-Related)

- 11.3.1. *The Employer shall top up Supplementary Employment Benefits (SEB) to one hundred per cent (100%) of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per article 10.*
- 11.3.2. *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per article 10.*
- 11.3.3. *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. *The Employer shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The Employer shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The HSA will remain active for the*

duration of parental leave, but no further credits will be contributed to the HSA during this time.

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

- 11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Employer to prepay one hundred per cent (100%) of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.2. *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.*
- 11.4.3. *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.*
- 11.4.4. *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.*
- 11.4.5. *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. Leave of Absence—Critical Illness or Death

Leave necessitated by critical illness or death of a spouse, child, parent, guardian, parent-in-law, grandparent, son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, sister-in-law, grandparent of spouse and other close members who live in the teacher's household shall be granted with pay and applicable benefits by the Employer as follows:

- 12.1.1. *Up to and including five (5) teaching days for critical illness.*
- 12.1.2. *Up to and including five (5) teaching days for death.*

- 12.1.3. *Leaves under clause 12.1.1 will terminate in the event of a death of the relative and the teacher will then be eligible for leave under clause 12.1.2. Leaves referred to in clauses 12.1.1, 12.1.2, and 12.1.3 must be taken during the time of the actual occurrence of the critical illness or death.*
- 12.1.4. *Time limits referred to in clauses 12.1.1, 12.1.2 and 12.1.3 may be extended or deferred at the discretion of the Employer should additional time be required.*
- 12.1.5. *Before payment is made under clause 12.1, the Employer may require medical documentation stating that critical illness was the reason for the absence.*
- 12.1.6. *One (1) day shall be provided to attend the funeral of an aunt, uncle, niece, or nephew.*

12.2. Leave of Absence–Personal Leave

- 12.2.1. *A maximum of two (2) days personal leave each school year shall be granted.*
- 12.2.2. *The first two (2) days of leave shall be at full pay and applicable benefits.*
- 12.2.3. *Each teacher shall be eligible to accumulate up to two (2) unused personal leave days per year and may carry forward no more than three (3) days in any one (1) school year.*
- 12.2.4. *Accumulated leave taken shall be at full pay less the cost of a substitute teacher as per clause 5.1.*
- 12.2.5. *Non-cumulative personal leave days shall be accessed first.*
- 12.2.6. *No teacher, or principal, may utilize more than five (5) personal leave days, under clause 12.2, in any one (1) school year.*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

- 13.1. *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review committees, and central and local table negotiating committees.*
- 13.2. *Upon written request to the Superintendent or designate, the Employer may consider additional Association leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and*

time(s) the teacher will be absent from their professional duties with the Employer. The Association will reimburse the Employer as per clause 13.1. Such leaves will not be unreasonably denied.

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

Effective September 1, 2022

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

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

14. OTHER LEAVES

14.1. Leave of Absence—Examination

A teacher is entitled to leave of absence with pay and applicable benefits for one (1) day to write an examination related to the teacher's academic studies.

14.2. Leave of Absence—Additional General Discretionary Leave

A teacher who has no access remaining to leave under clause 12.2 may apply for an additional general discretionary leave of absence and such leave may be granted by the Employer with pay and with benefits, with pay and without benefits, without pay and with benefits, or without pay and without benefits, for reasonable causes. Except under extenuating circumstances this leave must be applied for at least two (2) weeks in advance.

14.3. Leave of Absence—Weather Conditions

A teacher who, despite reasonable effort, is unable to travel to the teacher's school from the teacher's usual place of residence because of:

- a) severe weather
- b) impassable road conditions for which there has been reasonable, and repeated attempts made by the teacher to reach their place of employment or nearest Employer school site
- c) the failure of transportation other than the teacher's own which the teacher regularly relies upon for transportation to and from school

is entitled to pay and applicable benefits for the periods of absence so occasioned.

14.4. Leave of Absence—Family Medical

Upon prior notification of the Superintendent or designate, a maximum of two (2) operational days leave for each school year shall be granted with full pay and applicable benefits for necessary medical attention of the teacher's immediate family (parent, spouse of parent, spouse or common law partner, children and dependents of the household). In order to establish eligibility for the benefits under this clause, acceptable medical documentation may be required by the Employer of the teacher.

14.5. Leave of absence without loss of salary and applicable benefits shall be granted:

- a) for jury duty or any summons related thereto;

- b) *to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses,*
- c) *providing that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and / or expenses) set by the Court or other body. In any court case or in any arbitration or other labour-related court proceedings between the Association and the Employer where the court subpoenas a teacher to testify against the Employer, the Association will reimburse the Employer for the teacher's salary and applicable benefits.*

15. GRIEVANCE PROCEDURE

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

15.1. This procedure applies to differences:

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

the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.

- 15.5.1. When requested by TEBA, the Employer shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. Representatives of the Employer and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*

 - 15.6.1. The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. The Association will give advance notice to the Employer when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Employer portion of statutory benefit contributions, as per clause 13.2. The Employer will give advance notice to the Association when a representative of the Employer affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the Employer against a teacher, the Employer shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9. If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. Only the Employer and / or the Association may convey a grievance to arbitration.*
- 15.11. The Employer and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation services to appoint a Chair.*
- 15.12. By mutual consent, the parties may agree to convene a three- (3-) member arbitration board consisting of a chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three- (3-) member arbitration board, and the nominees shall endeavour to select an independent chair.*

 - 15.12.1. If the parties are unable to select a chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a chair.*
- 15.13. Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the chair.*

- 15.14. *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator / arbitration board is final and binding on:*
- 15.15.1. *the Employer and the Association; and,*
- 15.15.2. *teachers covered by the collective agreement who are affected by the award.*

15.16. *TEBA involvement in grievance proceedings*

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

15.17. *Optional mediation process*

- 15.17.1. *The parties may mutually agree at any point in the grievance procedure to engage in a non-binding mediation process to attempt to resolve the*

grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.

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

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

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

15.18. Administration

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

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

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

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

16. EMPLOYMENT

16.1. Transfers: The Employer, when requesting a teacher to transfer to another school except where the transfer is necessitated by a staff reduction, shall move the teacher, or shall pay the teacher's reasonable moving expenses necessarily

incurred by the teacher provided that such transfer is eighty (80) kilometers from the previous assignment.

- 16.2. **Subrogation:** If a teacher receives sick leave benefits because the teacher has been injured through the fault of another party, the Employer has subrogation rights. This means the teacher may be required to include a claim to recover these benefits from the other party and then reimburse the Employer the benefits received less the cost of litigation on a proportionate basis. The Employer shall notify the teacher of this requirement in a reasonable period of time of the said benefits commencing.
- 16.3. **Travel While on Duty:** A teacher authorized or assigned on a regular basis by the Employer to travel by automobile, in the performance of the teacher's regular duties, shall be reimbursed at the rate for School Board Trustees by the Employer.
- 16.4. **Staff Deployment:** Subject to the approval of the Superintendent, staff deployment is the responsibility of the principal.
- 16.5. **Staff Liaison Committee** - A Staff Liaison Committee shall consist of authorized representatives of teachers and elected board members, a maximum of three (3) representatives of each party. Staff representation shall be for resource purposes. The parties shall meet a minimum of two (2) times during the school year. Each party shall bear its own costs. The Committee shall not discuss labour relations matters.
- 16.6. **Employer Email:** Subject to the prior approval of the Assistant Superintendent, Human Resources, Park Plains East Local 31 may communicate with teachers using the Employer email addresses.

SIGNATURE PAGE

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

ON THE BEHALF OF THE EMPLOYER

ON THE BEHALF OF THE ASSOCIATION

Superintendent

Associate Coordinator—
Collective Bargaining, Teacher Employment
Services

LETTERS OF UNDERSTANDING—CENTRAL

LETTER OF UNDERSTANDING #1

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2

RE: INTERIM GRIEVANCE PROCEDURE

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

This LOU 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- (3-) member arbitration board consisting of a chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three- (3-) member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1. *If the parties are unable to select a chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the chair.*
- 15.14. *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*

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

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

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

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

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

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

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

15.17. Optional Mediation Process

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

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

15.18. Administration

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

LETTER OF UNDERSTANDING #3

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING #4

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

LETTER OF UNDERSTANDING #5

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING #6

EXPEDITED ARBITRATION (12 MONTH-PILOT)

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

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

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

LETTER OF UNDERSTANDING #7

DUTY TO ACCOMMODATE

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

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

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

LETTER OF UNDERSTANDING #8

DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

WHEREAS TEBA and the Association agree that distributed education is increasingly important to the education system,

AND WHEREAS distributed education systems across the province continue to be different in design, structure, focus and operation;

AND WHEREAS TEBA and the Association agree that it is important for the school divisions and teachers to explore appropriate models for working conditions in the distributed education environment to inform future negotiations;

NOW THEREFORE THE PARTIES AGREE THAT:

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

LETTER OF UNDERSTANDING #9

EXPERIENCE FORM

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

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

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

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

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

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

Prior Experience

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this article.*
 - a) *Until proof of experience is submitted to the Superintendent or designate, all teachers new to the Employer shall be deemed to have zero (0) years of experience on the salary grid.*
 - b) *If proof or evidence of application for such proof is submitted to the Superintendent or designate within forty (40) operational days of commencement of employment, the Superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
 - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.6.7. *The Employer shall recognize prior teaching experience as if it were earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*
 - a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
 - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
 - c) *The written confirmation is signed by an authorized officer of the previous employer.*
- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between employers covered by PECBA. At the time of movement from another employer, the receiving Employer shall assume the recognition of experience provided by the previous employer.*
- 3.4.10. *clauses 3.4.6 through 3.4.9 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

LETTERS OF UNDERSTANDING—LOCAL

LETTER OF UNDERSTANDING #10

THE BUFFALO TRAILS SCHOOL DIVISION (BTPS) LEARNING DAYS

The Employer will supply transportation from the school sites to the BTPS Learning Day site.

Where the Employer does not supply common transportation, teachers will access clause 16.3 for reimbursement.

Teachers who choose not to use the employer-supplied transportation will not be reimbursed mileage as per clause 16.3.

LETTER OF UNDERSTANDING #11

JOB POSTINGS AND TRANSFERS

Beginning with the Employer's 2024-25 staffing processes, the Employer will ensure that teachers are provided with an annual opportunity to identify interest in a transfer to a different location within the School Division, subject to Administrative Procedure 402.7AP, Transfer of Professional staff.

The Employer will also ensure that teachers within the division are informed at least three (3) calendar days in advance of a job posting opening to external candidates. Job postings will be distributed to all teachers.

The Employer will also develop a Staffing Guide and post it to the school division website no later than August 31, 2024.

This letter of understanding expires upon ratification of the local settlement that follows the 2020-24 collective agreement.

LETTER OF UNDERSTANDING #12

SCHOOL CALENDAR

The Employer will provide teachers (via the Teacher Board Liaison Committee) with an opportunity to review and provide input on the school calendar prior to its finalization by the Board of Trustees.

This letter of understanding expires upon ratification of the local settlement that follows the 2020-24 collective agreement.

LETTER OF UNDERSTANDING #13
EXTRA CURRICULAR ACTIVITIES

The Employer and the Association both acknowledge the value of extra curricular activities in enriching our schools.

Teacher participation in extra curricular activities is voluntary.

This letter of understanding expires upon ratification of the local settlement that follows the 2020-24 collective agreement.

LETTER OF UNDERSTANDING #14
PROFESSIONAL DEVELOPMENT FUND

Effective August 31, 2024, a divisional Professional Development fund will be established, which will be jointly administered by the Employer and Park Plains East Local 31.

The Employer shall contribute sufficient funds to ensure \$50,000 is available in the fund on September 1 of each school year.

A Professional Development Fund Committee shall be struck comprised of two (2) members appointed by the local and two (2) members appointed by the Superintendent.

The committee shall develop criteria for eligibility and review the submissions based on alignment with the teacher's professional growth plan, school education plans, priorities of the Employer, and potential to enhance teacher practice (as outlined in the Teaching Quality Standard). All teachers shall abide by the Terms of Reference developed and approved by the Professional Development Fund Committee.