

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 GRASSLANDS SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024

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This collective agreement is made this ____ day of _____, 2024 between Grasslands School Division (School Division) and The Alberta Teachers' Association (Association).

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

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

Whereas the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties; and

Whereas the parties desire that those matters be set forth in a collective agreement to govern the terms of employment of the said teachers;

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

1. APPLICATION/SCOPE

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

1.2. Excluded Positions

1.2.1 superintendent

1.2.2 deputy superintendent

1.2.3 assistant superintendent

1.2.4 director

1.3. *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division 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 School Division 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 School Division 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 School Divisions and to bind the School Divisions 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, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms*
- 1.6. *School Division 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.*
- 1.11. *The School Division and the Association agree that an Association/Board Liaison Committee shall be established.*

2. TERM

- 2.1. *The term of this collective agreement is September 1, 2020 to August 31, 2024. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2024.*
- 2.2. **List Bargaining**
 - 2.2.1. *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*

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

2.3. Central Matters Bargaining

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

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

2.4. Local Bargaining

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

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

2.5. Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6. Meet and Exchange

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

2.6.2. *For local table bargaining, representatives of the Association and a School Division shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and School Division 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 School Division 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 School Division, the School Division 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 School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

2.8.2. *The School Division 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 School Division financial statement;*

2.8.2.4. *Total benefit premium cost;*

2.8.2.5. *Total substitute teacher cost; and*

2.8.2.6. *Total allowances cost.*

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

2.8.1 *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division 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 School Division 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 School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.

2.8.2. *The School Division 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 School Division 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 2.8.2, the full-time assignable hours for a typical full-time teacher for each school shall be provided no later than October 31.*

3. SALARY

3.1. Salary Pay Date/Schedule

- 3.1.1 For the purpose of this article, administrative allowances shall be considered to be part of salary and shall commence on the effective date of appointment of the administrator.
- 3.1.2 Teachers under contract, except substitutes, shall be paid on the closest banking day on or prior to the 25th day of each month, excluding December, which shall be paid on the last teaching day.
- 3.1.3 The School Division shall pay teachers monthly, 1/12 of the salary in effect. Any teacher requiring their July and August cheques with their June cheques, must make application in writing by June 1.

3.2. Salary Grid

3.2.1 *The following shall determine the placement on the salary schedule:*

- a) *The amount of teaching education in accordance with article 3.3.*
- b) *The length of teaching experience in accordance with article 3.4.*

3.2.2 *Effective until June 9, 2022*

| Years of Teacher Experience | Years of Teacher Training | | |
|------------------------------------|----------------------------------|-------------|------------|
| | Four | Five | Six |
| 0 | \$ 59,278 | \$ 62,525 | \$ 66,066 |
| 1 | \$ 63,139 | \$ 66,407 | \$ 69,973 |
| 2 | \$ 67,002 | \$ 70,290 | \$ 73,882 |
| 3 | \$ 70,862 | \$ 74,173 | \$ 77,788 |
| 4 | \$ 74,725 | \$ 78,056 | \$ 81,695 |
| 5 | \$ 78,587 | \$ 81,939 | \$ 85,602 |
| 6 | \$ 82,449 | \$ 85,820 | \$ 89,509 |
| 7 | \$ 86,310 | \$ 89,703 | \$ 93,417 |
| 8 | \$ 90,172 | \$ 93,586 | \$ 97,324 |
| 9 | \$ 94,034 | \$ 97,468 | \$ 101,230 |

3.2.3 *Effective June 10, 2022 (0.50% increase)*

| Years of Teacher Experience | Years of Teacher Training | | |
|------------------------------------|----------------------------------|-------------|------------|
| | Four | Five | Six |
| 0 | \$ 59,574 | \$ 62,838 | \$ 66,396 |
| 1 | \$ 63,455 | \$ 66,739 | \$ 70,323 |
| 2 | \$ 67,337 | \$ 70,641 | \$ 74,251 |
| 3 | \$ 71,216 | \$ 74,544 | \$ 78,177 |

| Years of Teacher Experience | Years of Teacher Training | | |
|-----------------------------|---------------------------|-----------|------------|
| | Four | Five | Six |
| 4 | \$ 75,099 | \$ 78,446 | \$ 82,103 |
| 5 | \$ 78,980 | \$ 82,349 | \$ 86,030 |
| 6 | \$ 82,861 | \$ 86,249 | \$ 89,957 |
| 7 | \$ 86,742 | \$ 90,152 | \$ 93,884 |
| 8 | \$ 90,623 | \$ 94,054 | \$ 97,811 |
| 9 | \$ 94,504 | \$ 97,955 | \$ 101,736 |

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

3.2.4. Effective September 1, 2022 (1.25% increase)

| Years of Teacher Experience | Years of Teacher Training | | |
|-----------------------------|---------------------------|-----------|------------|
| | Four | Five | Six |
| 0 | \$ 60,319 | \$ 63,623 | \$ 67,226 |
| 1 | \$ 64,248 | \$ 67,573 | \$ 71,202 |
| 2 | \$ 68,179 | \$ 71,524 | \$ 75,179 |
| 3 | \$ 72,106 | \$ 75,476 | \$ 79,154 |
| 4 | \$ 76,038 | \$ 79,427 | \$ 83,129 |
| 5 | \$ 79,967 | \$ 83,378 | \$ 87,105 |
| 6 | \$ 83,897 | \$ 87,327 | \$ 91,081 |
| 7 | \$ 87,826 | \$ 91,279 | \$ 95,058 |
| 8 | \$ 91,756 | \$ 95,230 | \$ 99,034 |
| 9 | \$ 95,685 | \$ 99,179 | \$ 103,008 |

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

3.2.5. Effective September 1, 2023 (2.00% increase)

| Years of Teacher Experience | Years of Teacher Training | | |
|-----------------------------|---------------------------|-----------|------------|
| | Four | Five | Six |
| 0 | \$ 61,525 | \$ 64,895 | \$ 68,571 |
| 1 | \$ 65,533 | \$ 68,924 | \$ 72,626 |
| 2 | \$ 69,543 | \$ 72,954 | \$ 76,683 |
| 3 | \$ 73,548 | \$ 76,986 | \$ 80,737 |
| 4 | \$ 77,559 | \$ 81,016 | \$ 84,792 |
| 5 | \$ 81,566 | \$ 85,046 | \$ 88,847 |
| 6 | \$ 85,575 | \$ 89,074 | \$ 92,903 |
| 7 | \$ 89,583 | \$ 93,105 | \$ 96,959 |
| 8 | \$ 93,591 | \$ 97,135 | \$ 101,015 |

| Years of Teacher Experience | Years of Teacher Training | | |
|-----------------------------|---------------------------|------------|------------|
| | Four | Five | Six |
| 9 | \$ 97,599 | \$ 101,163 | \$ 105,068 |

**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 School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
- 3.3.3.1. *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in 3.3.2.*
- 3.3.3.2. *If proof of teacher education or application is not submitted within (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 School Division within (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 (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in 3.3.2.*
- 3.3.4.2 *If proof of teacher education or application is not submitted within (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 School Division.*

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 School Division.*

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 School Division in accordance with this article.*

- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero years of experience on the salary grid.*
- b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
- c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

3.4.7. *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*

3.4.8. *A teacher requesting that the School Division recognize experience earned with a previous School Division shall provide to the School*

Division written confirmation from the previous School Division 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 School Division.*

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 School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous School Division.*

Effective until June 9, 2022

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

Effective June 10, 2022, repeal 3.4.10

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

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

3.5.1. *Definition: A career and technology studies teacher is one who is employed to teach one or more CTS courses at the high school level.*

3.5.2. *If, in the opinion of the superintendent of schools, it is necessary for a CTS teacher to hold a certificate of proficiency in a designated trade, in order to access government funding, the teacher's professional training and experience shall be evaluated as follows:*

a) *Training*

- (i) *the amount of teacher training in accordance with clause 3.3 of this agreement, and*
- (ii) *one year of additional training by virtue of a certificate of proficiency in a designated trade (Journeyman's certificate) recognized by the Alberta Apprenticeship Board or successful*

completion of a two-year course at a school of technology, provided the trade is related to the teacher's assignment.

(iii) other related training which the School Division may wish to recognize.

(iv) clause (a) (ii) does not apply when trade training has previously been given credit towards a Bachelor of Education degree.

b) Experience

(i) one year of experience may be allowed for each year of trade experience, provided said experience was obtained after the teacher has completed the formal training listed in 3.5.2 (a) (ii) above and is related to the teacher's assignment.

(ii) recognition of training and experience referred to above shall not exceed that of a teacher on staff with equivalent training and experience.

3.5.3. The initial placement on the salary grid, as determined by 3.5.2 (a), shall remain in effect unless the teacher's instructional time in the area of the teacher's trades specialty falls below 25 per cent and shall return to the initial placement if duties return to more than 25 per cent.

3.5.4 If a teacher is required to teach outside of the regular school year, they will be compensated 1/200 of salary for each day worked.

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

3.5.5.1. Teachers must present valid proof of education and experience, satisfactory to the School Division, prior to this evaluation.

3.5.5.2. 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.

3.5.5.3. A copy of the decision will be provided to the teacher.

Effective until August 31, 2022

3.5.6. After the evaluation in 3.5.5 has concluded, the School Division 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

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

3.6. Long Service Incentive

3.6.1. *Teachers shall receive one (1) lieu day in each of their 25 and 30 years of continuous service and two (2) lieu days in their 35 year of continuous service.*

3.6.2. *Continuous service would be defined as service earned while drawing a pay cheque from the School Division. Continuous service shall not be interrupted by virtue of being granted a leave of absence without pay, without pay and benefits, or extended disability; however, these leaves of absences shall not be counted in determining the long service incentive.*

3.6.3. *Continuous years of service shall be determined in each school year as of September 1. Once a teacher attains the required years of continuous service, the long service incentive must be used within that school year and will not be carried forward or paid out.*

3.6.4. *The long-term incentive lieu days cannot be combined with personal leaves.*

3.6.5. *For the year of implementation only: Long service implementation for continuous contract teachers who are above twenty-five (25) years of service with the School Division shall be granted one (1) day leave with pay in recognition of their long service with the School Division. This is a one-time only item at implementation to capture and recognize teachers who have provided beyond the long service time frames recognized in this clause.*

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations/Positions

4.1.1. *The School Division may create and fill administrative, supervisory or other positions, where a teaching certificate is a requirement of the position. Any allowance for the new position shall be established by the School Division and the matter may be a subject for negotiation during the next round of collective bargaining between the parties to the collective agreement.*

4.2. Administration Allowances

4.2.1. Principal Allowances

4.2.1.1. *In addition to their salary in clause 3.2, each principal shall receive, monthly, an allowance equal to 1/12 of the following*

schedule based on the number of teachers, including the principal and vice-principal.

— 3.8 per cent of the fourth year minimum for each of the first five teachers,

— 2.0 per cent of the fourth year minimum for each of the next five teachers,

— 1.5 per cent of the fourth year minimum for each of the next five teachers,

— 1.0 per cent of the fourth year minimum for each of the remaining teachers.

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

4.2.1.3. Principals' allowances will be based on the 3.2 salary schedule.

4.2.1.4. In the case of a principal being designated to more than one site, the allowance for each site will be calculated independently (excluding the minimum allowance) and combined to form the allowance for a multi-campus principal.

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

4.2.2. Vice-Principal/Assistant Principal Allowance

4.2.2.1. In addition to their salary in clause 3.2, each vice-principal shall receive 1/2 the allowance paid to the principal for their assigned school; each assistant principal shall receive 30 per cent of the allowance paid to the principal for their assigned school.

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

4.2.3. Coordinator/Consultant Allowance

4.2.3.1. In addition to the salary under clause 3.2, there shall be paid the following allowance to designated personnel employed by the School Division:

Effective until June 9, 2022—\$8,696 per year.

Effective June 10, 2022 (0.5% increase)—\$8,739 per year.

Effective September 1, 2022 (1.25% increase)—\$8,849 per year.

Effective September 1, 2023 (2.00% increase)—\$9,026 per year.

4.3. Acting/Surrogate Administrators—Compensation

- 4.3.1. In a school where both the principal, vice-principal and assistant principal are absent, a teacher shall be designated by the School Division to be acting principal and shall be paid an amount equivalent to 1/200 of 50 per cent of the principal's allowance for each full day of the designation.
- 4.3.2. When, in the absence of the principal, the vice-principal, assistant principal or any other designee acts in their place for a period of five or more consecutive school days, the vice-principal, assistant principal or designee shall receive an allowance of 1/200 of the principal's allowance as calculated in article 4.2.1 effective on the fifth day and for every consecutive school day thereafter until the return of the principal.

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

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

continue in the 2023/24 school year, and if it continues, it is deemed to be a continuing designation.

4.4.5. *For any current assistant or vice principal who is on a term contract(s) for a period of five years or more as of September 1, 2023, the Division may extend the temporary contract for one additional year and must decide by January 1, 2024, whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

4.5. **Other Administrator Designations**

4.5.1. *Allocation and Appointment of Administration*

4.5.1.1. *The School Division may employ a District Principal. This person shall receive an allowance equal to the average of the principal allowances. Should the allowance be lower than the allowance paid previously to that administrator in their prior position, the allowance shall be red-circled at the higher rate for three years, or until such time as the District Principal allowance exceeds the red-circled amount, whichever comes first.*

4.5.1.2. *The District Principal shall be responsible for overseeing the operation of all Colony Schools, along with the other duties determined by the Superintendent or designate.*

4.6. **Administrator Lieu Time**

4.6.1. Principals shall be granted three (3) days in lieu, vice-principals shall be granted two (2) days in lieu and assistant principals shall be granted one (1) day in lieu, in each school year in consideration of work assigned outside of the operational calendar established by the School Division. Such days will not carry over if they remain unused at the end of each school year nor will they be paid out unless the leave has been refused by the Superintendent.

4.6.2. A lieu day shall not be requested or used on a date including:

- a) any school-based or divisional professional learning days;
- b) any parent-teacher interview days.

4.6.3. A school administrator's request to use administrator lieu days in conjunction with personal leaves of absence, at full, partial, or loss of pay, that result in five (5) or more consecutive operational days absent, requires Superintendent pre-approval. This request shall be in writing three (3) weeks prior to the date.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

5.1.1. *A substitute teacher means a teacher employed on a day-to-day basis.*

5.1.2. *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be \$201.89 plus six percent (6%) vacation pay of \$12.11 for a total of \$214.00.*

Effective June 10, 2022 (0.5% increase), the substitute teachers' daily rates of pay will be \$202.90 plus six per cent (6%) vacation pay of \$12.17 for a total of \$215.07.

Effective September 1, 2022 (1.25% increase), the substitute teachers' daily rates of pay will be \$205.44 plus two per cent (2%) in lieu of benefits of \$12.33 for a total of \$222.12.

Effective September 1, 2023 (2.00% increase), the substitute teachers' daily rates of pay will be \$209.55 plus two per cent (2%) in lieu of benefits of \$12.57 for a total of \$226.56.

5.1.3. *Substitute teachers with a half day teaching assignment will be paid 60 per cent of the per diem rate. Two half day teaching assignments on the same day will be considered a full day teaching assignment.*

5.2. Commencement of Grid Rate

5.2.1. *Number of days to go on grid: Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive teaching days shall be, effective the sixth consecutive teaching day, according to placement on the salary schedule subject to the terms of this agreement.*

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.*

5.2.3. *A substitute teacher employed in a teaching position and who accepts a contract of employment with the School Division for the same teaching position shall be placed on the basic salary schedule effective the first day of this substitute teaching assignment according to the terms of this collective agreement.*

5.3. Other Substitute Teacher Conditions

5.3.1. *A substitute teacher who has been placed on the basic salary schedule is expected to attend professional development days and teachers' convention and will continue to be paid 1/200 of the appropriate yearly salary for each day, when these days fall during the period of designated employment.*

5.3.2. **Cancellation of Assignment**

5.3.2.1. Substitute teachers shall receive advanced notice of cancellation of assignment by 7:00 pm on the day prior to the assignment. Cancellation occurring after the aforementioned time will result in the substitute teacher choosing either

5.3.2.1.1. Report to the school of the cancelled assignment and carry out duties as assigned and receive the daily rate agreed to in the initial booking or

5.3.2.1.2. Cancel the assignment with no required compensation

The provisions of this clause shall not apply when the cancellation of assignment is due to inclement weather or school closure.

5.3.3. **Assigned Duties of Teacher Replacing**

5.3.3.1. Substitute teachers will not be responsible for supervisory duties above and beyond the schedule of the teacher(s) they are replacing, unless mutually agreed upon.

5.3.4. **Professional Development**

5.3.4.1. Any substitute teacher having worked fifty (50) or more full substitute teaching days, or equivalent, in the current school year, shall receive substitute teacher salary for up to two (2) full days of school and/or School Division professional development attended. These days will be paid out on the last payroll in June. Attendance at School Division professional development must be verified. Attendance at school professional development is at the discretion of school administration.

6. **PART-TIME TEACHERS**

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

6.2. **Part-time Teachers Benefits and Proration**

6.2.1. *For part-time teachers, one day of leave means one of the teacher's scheduled workdays.*

6.2.2. *School Division contribution for eligible part-time teachers shall be on a prorata basis.*

6.3. Alteration of Part-time Equivalent

- 6.3.1. Part-time teachers shall not have their FTE adjusted greater than 0.125 FTE in a school calendar year without mutual agreement of the parties.

7. GROUP BENEFITS

- 7.1. *The School Division will affect and maintain Alberta School Employee Benefit Plan (ASEBP):*

7.1.1. *Extended Disability Plan D*

7.1.2. *ASEBP Life Plan 2*

7.1.3. *Accidental Death and Dismemberment Plan 2*

7.1.4. *Extended Health Care Plan I*

7.1.5. *Dental Care Plan 3*

7.1.6. *Vision Plan 3*

7.1.7. *Alberta Health Care Insurance (AHC) effective until September 1, 2022*

- 7.2. *The School Division shall contribute for each teacher a sum equivalent to 100 per cent of the required premiums for the Plans specified in clause 7.1 above.*

- 7.3. Payment of the School Division contributions for a teacher shall be applied in the following order.

7.3.1. Extended Health Care Plan 1

7.3.2. Dental Care Plan 3

7.3.3. Vision Plan 3

7.3.4. Extended Disability Plan D

7.3.6. Accidental Death and Dismemberment Plan 2

7.3.7. ASEBP Life Insurance Plan 2

7.3.8. AHC (until September 1, 2022)

7.4. Group Benefits Eligibility

- 7.4.1. *Subject to the provisions of the master policies of the Alberta School Employee Benefit Plan, all eligible teachers shall participate in the Extended Disability Plan D, Life Insurance Plan 2, Extended Health Care Plan 1, Dental Plan 3 and Vision Care Plan 3 as a condition of employment. Teachers who were in the employ of the School Division as of December 31, 1994, and not participants of the Extended Health Care Plan I and Dental Plan 3 shall not be forced to join.*

7.5. Health Spending Account

7.5.1. The School Division shall provide a Health Spending/Wellness Spending Account (HSA / WSA) to all eligible teachers. *The School Division will contribute per month the amount set out below for each FTE teacher, excluding any administration fees. This contribution shall be prorated for teachers employed less than full-time with the School Division. For the purposes of this clause, eligible teacher shall mean a teacher employed on a contract of at least five consecutive months duration and shall only be payable when the teacher is in receipt of salary from the School Division. The unused balance each year will be carried forward for one additional year for a total accumulation of two years. The teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.* The plan shall be administered by ASEBP in accordance with Canada Revenue Agency and the Income Tax Act of Canada.

7.5.2. *The School Division shall contribute \$725 annually (\$60.42 per month) toward all eligible teachers' HSA / WSA accounts.*

7.6. Other Group Benefits

7.6.1. Employment Insurance Premium Reduction—It is understood that payments towards the aforementioned health and welfare plans shall permit the School Division to retain and not pass on to teachers any rebates of premiums otherwise required under the EI regulations.

7.6.2. Benefits for Retirees on Contract—Notwithstanding the above, for teachers who are in receipt of a pension who are employed under a contract and are not eligible to enroll in ASEBP, the School Division shall reimburse each teacher for benefit premiums up to the equivalent amount they would have contributed had the teacher participated in all plans.

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

8.1.1. *Teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*

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

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

8.2. Assignable Time Definition

8.2.1. *Assigned Time is defined as the amount of time that School Divisions 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) *School Division 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 School Division 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 School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

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

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

8.3. Duty Free Lunch

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

8.3.1. *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15)*

minutes each. Such arrangement must be agreed to in writing by the teacher and the School Division.

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

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

8.4. Other Conditions of Practice

8.4.1. *Staff deployment and administrative time shall be the responsibility of the superintendent or designate and principal, in consultation with their staff.*

8.5 School Calendar

8.5.1. The School Division shall notify teachers of the commencement date of the school year by March 31.

8.6 Extracurricular Activities

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

9. PROFESSIONAL DEVELOPMENT (PD)

9.1. Teacher Professional Growth Plan

9.1.1. *Teacher Professional Growth Plans will consider but will not be required to include the School Division'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. *School Divisions and/or schools are not restricted in developing their own staff development plan in which the School Division and/or school may require teachers to participate.*

9.2. Professional Improvement Leave (With Partial Pay) [See the amount stipulated in the collective agreement Schedule A]

9.2.1 Upon application to the School Division a teacher may be granted a leave of absence for study to upgrade the teacher's academic or professional status or for other reasons acceptable to the School Division.

a) A teacher who is granted professional leave shall give an undertaking in writing to return to their duties following expiration of

their leave and shall not resign from teaching service, other than by mutual agreement between the Superintendent and the teacher, for a period of at least two school years after resuming their duties. Should a teacher resign or retire from service of the School Division before completing their two years' service following such leave, repayment of leave salary shall be made to the School Division on a pro rata basis.

- b) All applications for professional leave shall be submitted to the Superintendent by November 1st preceding the school year in which the professional leave is to commence. Applications outside of this date may be considered.
- c) The School Division shall, after reviewing the applications for professional leave, grant a minimum of one such leave per 100 teachers. Where there is only one application, the School Division reserves the right to refuse. Those granted professional leave shall be so informed by December 15 preceding the school year in which the professional leave is to commence.
- d) Professional leave may be applied for after five years or during the fifth year of continuing service with the School Division.
- e) Upon resumption of duties, the teacher will be assigned to one of the following positions with the School Division:
 - (i) the same position previously vacated by the teacher
 - (ii) a position similar to that previously vacated by the teacher, or
 - (iii) a position for which the teacher is qualified in accordance with their training and /or experience.

A teacher returning from leave shall be returned to the same school unless the teacher has requested a transfer or has been transferred in accordance with School Division policy.

(f) The following criteria for professional leave will be considered:

- Interviews will be held with the applicants
- Seniority
- Performance in present position
- Direct application to Division programs
- Extra-curricular application and contribution
- Present academic preparation
- Preservation of job (retraining in other areas)

9.3. Association-Administered PD Fund

- 9.3.1. The School Division will contribute up to sixty thousand dollars (\$60,000) to the Association-Administered PD Fund on an annual basis.

Teachers' Convention expenses will not be eligible for reimbursement from this fund.

9.3.2. The parties agree that the accumulated dollars in the Association-Administered PD Fund will not exceed one hundred and twenty thousand dollars (\$120,000) as at each September 1. Therefore, any amount remaining in the fund as of August 31, will be carried forward to the next September 1 and the contributions under clause 9.3.1 shall be sixty thousand dollars (\$60,000) unless it needs to be adjusted downward to ensure that the fund does not exceed one hundred and twenty thousand dollars (\$120,000).

9.3.3. The Association Local No 34 shall provide an annual report to the School Division indicating the total amount of the funds expended.

10. SICK LEAVE

10.1 *In the first year of service with the School Division, teachers shall be entitled to 20 school days of sick leave at full salary.*

10.2 *Temporary or interim contract teachers will have the equivalent sick leave entitlement prorated to the length of their term (calculated at the equivalent of two (2) sick days per month).*

10.3 *During the second and subsequent continuing years annual sick leave with full salary will be available for 90 calendar days. A teacher who has accessed sick leave due to medical disability shall, upon return to full-time duty, have the entitlement reinstated.*

10.4 *Sick leave with pay will be granted to the teacher for the purpose of obtaining necessary personal medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.*

10.5 *The employee shall provide:*

(a) For illness of four (4) consecutive days or less, a statement in a form (absence form) approved by the School Division and signed by the employee substantiating the illness.

(b) For illness of more than four (4) consecutive days, a statement in a form (absence form) approved by the School Division and signed by the employee substantiating the absence. In addition, the School Division or Superintendent may require a statement from a qualified medical or dental practitioner, at no cost to the employee and this statement may be required prior to duties.

(c) For illness of more than 10 (10) consecutive days, a statement in a form (absence form) approved by the School Division and signed by the employee substantiating the absence. In addition, the School Division or Superintendent shall require a statement from a qualified medical or dental practitioner, at no cost to the employee and this statement shall be required prior to returning to duties, verifying illness and return to work authorization.

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 School Division 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 School Division 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 School Division 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 School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5. *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the*

time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective agreement, the teacher will be provided with an alternative position of a comparable nature.

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

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

- 11.3.1. *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent 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 School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The School Division 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 Health Spending Account (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 School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3. *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division 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 School Division portion of the benefit premiums.

- 11.4.4. *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5. *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums and shall reimburse the School Division upon receipt of an invoice.*
- 11.4.6. *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division 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. At Loss of Substitute Pay:

- 12.1.1. *Subject to operational requirements of the school, personal leave for not more than three (3) teaching days shall be granted to teachers on a contract of five (5) months or longer for attending to private concerns. Where possible, at least one (1) week advanced notice shall be given to the principal, or in the case of a principal, to the Superintendent or their office.*
- 12.1.2. *A teacher may take leave for Community Service Duty (advisory board / service / club / church conferences), subject to the prior approval of the Superintendent.*

12.2. At Full Pay:

- 12.2.1. *Subject to operational requirements of the school, personal leave for not more than one (1) teaching day shall be granted to teachers on contract of five (5) months or longer for attending to private concerns. Where possible, at least one (1) week advanced notice shall be given to the principal or in the case of a principal to the superintendent.*
- 12.2.2. *Should the day in 12.2.1 be unused by June 30 of a given school year, this day shall carry forward for a maximum of three (3) additional school years. The maximum number of days available in this clause shall be four (4).*
- 12.2.3. *A maximum of three (3) personal leave days at full pay can be taken at one time.*

- 12.3. *When a day of personal leave at loss of substitute pay or a day of personal leave at full pay is taken on a professional development day, written notice shall be given by the teacher to the Superintendent or designate.*
- 12.4. *A teacher's request to use five (5) or more consecutive operational days at full, partial or loss of pay requires superintendent approval. This request shall be in writing.*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

- 13.1. *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division 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 School Division 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 School Division. The Association will reimburse the School Division 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 School Division, the teacher, and the Association and is at no cost to the School Division.*
- 13.4. *During such secondment, the School Division 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 School Division for all payments made by the School Division to the teacher or on the teacher's behalf while on secondment under this clause.*

Effective September 1, 2022

- 13.1. *The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this article by providing advance notice when possible and committing to making best efforts in resolving challenges.*
- 13.2. *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division 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 School Division 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 School Division. The Association will reimburse the School Division 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 School Division, the teacher, and the Association and is at no cost to the School Division.*
- 13.5. *During such secondment, the School Division 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 School Division for all payments made by the School Division to the teacher or on the teacher's behalf while on secondment under this clause.*

14. **OTHER LEAVES**

14.1. **Critical Illness and Death Leave (At Full Pay)**

- 14.1.1 *A teacher may take leave for not more than five teaching days, if necessary, due to a critical illness/death of a relative of the teacher or of the teacher's spouse, or other person if approved by the Superintendent or designate.*
- 14.1.2 *Critical illness and death leave may be extended at the discretion of the Superintendent or designate should additional time be required.*

14.2. **Family Medical Leave (At Full Pay)**

- 14.2.1 *Maximum of three (3) days per school year to attend to the medical or dental needs of immediate family members (spouse, children, including guardian/foster, and parents)*

14.3. **Adoption/Birth Leave (At Full Pay)**

- 14.3.1 *Upon request, a teacher shall be granted two days of leave to attend to the birth or adoption of their child. This leave is to be accessed within one (1) week from the date of birth or adoption or date the mother or child is released from the hospital.*

14.4. **Graduation/Exam Writing Leave (At Full Pay)**

- 14.4.1. A teacher may take leave for a period of one teaching day, plus one teaching day for traveling, if necessary, per school year to attend the teacher's convocation of a university or graduation from a post-secondary institution.
- 14.4.2. A teacher may take leave for not more than two teaching days per school year for the purpose of writing examinations or defending a capstone, thesis or dissertation in academic or professional courses.
- 14.4.3. A teacher may take leave for the period of one teaching day, plus one teaching day for traveling, if necessary, to attend the convocation or graduation from a post-secondary institution of their spouse or child.

14.5. **Inclement Weather/Impassable Roads (At Full Pay)**

- 14.5.1. A teacher who, despite reasonable efforts is unable to travel to their school, from their usual place of residence because of inclement weather, impassable road conditions or failure of transportation facilities other than their own, is entitled to their salary for the periods of absence so occasioned. Teachers are expected to attend at school for the afternoon should inclement weather, impassable road conditions or failure of transportation facilities other than their own be remedied to allow for travel.
 - 14.5.1.1. Impassable roads do not include a teacher's driveway, lane or private road.
- 14.5.2. When school is closed for all students due to health reasons, inclement weather, physical plant breakdowns, teachers will not be required to attend school.

14.6. **Service to Other Agencies**

- 14.6.1. At Full Pay: Teachers may be approved for leave by the Superintendent or designate to be absent to attend in-service meetings or Alberta Education committees, athletic or cultural associations or other events pertinent to the conduct of approved programs in the Division.
- 14.6.2. Cost of Substitute Reimbursed by Other Sources: Teachers may be approved for leave by the Superintendent or designate and by the Staff Development Committee to attend conferences, workshops and meetings, deemed worthwhile to the professional growth of the individual and or the Division. Substitute teacher costs will be either reimbursed from other sources or in the case of the Staff Development Committee will be deducted from the annual allocation given to the committee.

14.7. **Jury Duty**

14.7.1 For jury duty or any summons related thereto.

14.7.2 To answer a subpoena or summons to attend any court proceedings as a witness in a cause other than the teacher's own. The teacher shall reimburse the School Division an amount equivalent to any witness or jury fee set by the court.

14.8. **Discretionary Leave**

14.8.1 Upon application, the Superintendent may grant leave with no pay, partial pay or full pay.

14.9. **Deferred Salary Leave Plan**

14.9.1 The School Division shall implement a deferred salary leave plan, as approved by Revenue Canada, whereby teachers employed by the School Division have the opportunity of taking a one-year leave of absence on a deferred compensation basis, on the terms and conditions described in the plan (Schedule B).

14.9.2 An eligible teacher shall mean a teacher employed pursuant to a contract that continues in force from year-to-year. The maximum number of participants on leave of absence in any one year shall be subject to a decision of the School Division taking into account the number of years of participation of each teacher and the needs of the system.

14.9.3 A teacher's benefits will be maintained by the School Division during their leave of absence, provided the teacher requests such in writing three months prior to date of leave. The teacher shall pay to the School Division the full cost of any benefit premiums paid on their behalf.

14.9.4 No increments will be earned by a Participant during the period of leave unless the leave time is used in such a manner that increments would normally be granted as determined in the Association/School Division agreement.

14.9.5 On return from leave (4.7, Schedule B), a teacher will be assigned to a position with the School Division in accordance with the following priorities:

(a) the same position previously vacated by the teacher.

(b) a position similar to that previously vacated by the teacher, or

(c) a position for which the teacher is qualified in accordance with their training and/or experience.

- 14.9.6 A teacher returning from leave shall be returned to the same school unless the teacher has requested a transfer or has been transferred in accordance with School Division policy.

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 School Division 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 school division, 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 School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*

- 15.6. *Representatives of the School Division 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 School Division 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 Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division 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 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 School Division and/or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division 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 School Division 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 School Division.*

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 School Division.*

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 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 School Divisions 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 School Division's school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.*

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

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

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

16. EMPLOYMENT

16.1. Transfers

16.1.1. The School Division shall pay to a teacher it has transferred to another school in another community, the moving expenses incurred by the teacher, provided the teacher finds it necessary to relocate the teacher's place of residence more than twenty-five (25) km closer to the new community as the result of such transfer. The School Division will pay to a maximum of \$2,000 (receipts required) provided the move occurs the year of the transfer. This does not apply to a teacher who has requested a transfer to that specific school.

16.2. Information and Files

- 16.2.1. The School Division and the Association recognize the advantage and acknowledge the mutual benefits to be derived from communication through the various channels that are available to them.
- 16.2.2. The School Division will post a copy of the Collective Agreement and the School Division's current policy handbook and administrative procedures on the Division website.
- 16.2.3. The School Division shall submit proposed School Division policies pertaining to teachers to the elected representatives of its teaching staff during the time which schools are operating. The teachers shall be given at least four weeks, or such time as mutually agreed upon to respond to these proposals. The teachers may respond to these proposals in such manner as they may desire.

16.3. Job Postings

- 16.3.1. The procedures and timelines around job postings will be clearly communicated by the School Division to all teachers annually during the first week of March. Jobs will be posted internally prior to them being posted externally, where reasonably practicable as determined by the School Division.

SIGNATURE PAGE

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

Signed on behalf of

**THE ALBERTA TEACHERS’
ASSOCIATION**

Chair, Negotiating Subcommittee

Associate Coordinator—Collective Bargaining
Teacher Employment Services

Signed on behalf of

THE GRASSLANDS SCHOOL DIVISION

Chairperson, Board of Trustees

Superintendent of Schools

Secretary - Treasurer

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2
RE: INTERIM GRIEVANCE PROCEDURE

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

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

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

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

TRANSITION OF EXISTING GRIEVANCES

1. For grievances filed under Article 15 (Central Grievance Procedure) of 2018–20 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.
 - a. If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.
 - b. If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.

2. *For grievances filed under Article 16 (Local Grievance Procedure) of 2018-20 teacher collective agreements prior to February 1, 2022, the school division 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 School Division 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 school division, 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 School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6.** *Representatives of the School Division 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 School Division 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 Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division 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 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 School Division and/or the Association may convey a grievance to arbitration.*
- 15.11.** *The School Division 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 School Division 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 School Division.

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 School Division.

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 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 School Divisions 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 School Division's school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.

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

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

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

LETTER OF UNDERSTANDING #3

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

The school division 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:

School Divisions shall provide the information needed for the Association to contact individual new hires and returning teachers independently of the School Division 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 School Division.

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 school divisions, TEBA and the association shall meet within 60 days to discuss the appropriate apportionment of costs.

LETTER OF UNDERSTANDING #6
EXPEDITED ARBITRATION (12 MONTH-PILOT)

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

Arbitration in order to determine any issues left pending by the award. The award will contain the following paragraph:

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

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

LETTER OF UNDERSTANDING #7
DUTY TO ACCOMMODATE

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

LETTER OF UNDERSTANDING #9
EXPERIENCE FORM

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

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

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

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 (Effective September 1, 2019)

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 School Division.*

- 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 School Division.*
- 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 School Division in accordance with this article*
 - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero years of experience on the salary grid.*
 - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
 - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the School Division recognize experience earned with a previous School Division shall provide to the School Division written confirmation from the previous School Division 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 School Division.*

- 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 School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous School Division.*
- 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
TEACHERS' CONVENTION TRANSPORTATION**

The School Division will pilot the provision of transportation services to teachers to attend the Southeastern Alberta Teachers' Convention Association (SEATCA) for 2025 and 2026.

Implementation includes:

- a) Pick up/drop off locations in Bassano, Rosemary, Duchess, Brooks and Medicine Hat College for both days of Teachers' Convention as required.
- b) The School Division's event buses will be used.
- c) Teacher sign-up will be via a Google form.
- d) Participation rates will be reviewed each year and results shared with the Teacher Welfare Committee (TWC) Chair to discuss ongoing feasibility.

This letter of understanding expires at the end of the 2025-26 school year.

LETTER OF UNDERSTANDING #11
TEACHER-BOARD LIAISON COMMITTEE (TBLC)

The School Division and Grasslands Local No 34 agree to form a committee comprised of two (2) trustees, two (2) senior administration and four (4) teacher members of the current Teacher-Board Liaison Committee, one of which will be the TBLC Chair to review the current TBLC terms of reference attached in appendix B.

A report developed by the TBLC Chair and a Senior Administrator in the form to be determined, will be shared with the teachers of the TBLC, the TWC Chair and the Board of Trustees. Any changes to the terms of reference proposed by the committee must be agreed to by both parties.

The TBLC will operate under the approved revised terms of reference or the current terms of reference until this letter of understanding expires upon the ratification of the local settlement that follows the 2020-24 agreement.

APPENDIX B—Teacher-Board Liaison Committee Terms of Reference

1. Purpose

- 1.1. The purpose of the Teacher-Board Liaison Committee is to maintain liaison between Local Council and the Grasslands Board of Education, under the direction of the Executive Committee of Local #34. The Committee will strive to continue to improve the level of communication, trust, and morale within the school district.
- 1.2. The Teacher-Board Liaison Committee will conduct its business in an informal, safe and open environment where committee members can express and discuss ideas and/or concerns to foster increased understanding of and appreciation for differing perspectives. Matters of a sensitive nature shared within the context of the committee shall remain confidential to the members of the committee.

2. Membership

- 2.1. The Teacher-Board Liaison Committee shall consist of the entire Board of Trustees of Grasslands Regional Division #6, the Association Liaison Chair, a representative from each school and one representative from the colony schools. The Association Local President is an ex-officio member. A school representative may be any active member of the Local.
- 2.2. The Association Liaison Chair will be elected annually at a general meeting of the Local Association #34. The Association Liaison Chair may also act as the representative from their respective school.
- 2.3. By mutual agreement, the Board Chair and the Association Liaison Chair may invite the Superintendent and/or designate or additional active Association members to attend meetings in an advisory capacity.

3. Agenda Items
 - 3.1. The Association Committee members will bring forward any teacher concerns that affect their function in their positions as teachers.
 - 3.2. The Board of Trustees may bring forward items related to district operations and strategic planning.
4. Process
 - 4.1. The Teacher-Board Liaison Committee will meet a minimum of two times a year.
 - 4.2. The Board Chair and the Association Liaison Chair will co-chair the meetings of the Teacher-Board Liaison Committee.
 - 4.3. Meeting dates are set in collaboration between the Association Liaison Chair and the Associate Superintendent, Business Services, of Grasslands School Division.
 - 4.4. Association agenda items are pre-approved by the Association Liaison Committee and the Association Local Executive and submitted to the Associate Superintendent, Business Services, by the Association Liaison Chair at least two weeks in advance of the Teacher-Board Liaison Committee meeting.
 - 4.5. Board agenda items are pre-approved by the Board of Trustees and submitted to the Associate Superintendent, Business Services, by the Board Chair at least two weeks prior to the Teacher-Board Liaison Committee meeting.
 - 4.6. The approved agenda will be forwarded to the respective chairs by the Associate Superintendent, Business Services one week in advance of the Teacher-Board Liaison Committee meeting.
 - 4.7. Teacher items are brought forward to the school liaison representatives. The teacher bringing an item forward is responsible for articulating their process of attempted resolution before the item will be considered by the Association Liaison Committee.
5. Limitations
 - 5.1. Issues related to the collective agreement are the sole jurisdiction of the Economic Policy Committee and shall not be brought forward or discussed as agenda items.
 - 5.2. The Committee is not intended to solve individual or personal grievances; rather, it shall focus on general concerns and policies.
 - 5.3. The Association Code of Professional Conduct, the ASBA Code of Ethics and Grasslands School Division AP 720 Employee Code of Conduct will be followed at all times.
6. Reporting to Stakeholders
 - 6.1. The Association Liaison Chair and the Board Chair will jointly prepare a resolution document to be shared with all stakeholders.

LETTER OF UNDERSTANDING #12
COLONY WORKING ENVIRONMENTS

A meeting consisting of Senior Administration, a minimum of two (2) Board Trustees, and the teachers of the seven (7) School Division Hutterite Colonies, as well as the Colony Principal, will be held to discuss the nature of the teaching/working environments. A report developed by the Colony Principal and Senior Administration, in a format to be determined, will be shared with the teachers of the Hutterite Colonies, the TWC Chair and the Board of Trustees within one (1) month of the conclusion of the meeting.

Such meeting date shall be set no later than four (4) weeks from the date of ratification of this collective agreement (March 19, 2024), and shall include, as an item for discussion, whether such meeting should become an annual event and, if so, the composition, timing, location and reporting of same.

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

LETTER OF UNDERSTANDING #13
PROFESSIONAL DEVELOPMENT (PD) FUND GUIDELINES

The parties agree to meet to review and discuss the Association-administered PD fund guidelines.

The teacher members attending these discussions from the Loal will be the Local PD Committee Chair, one other member of the PD committee as determined by the Chair, the TWC Chair or the NSC Chair.

The members attending these discussions from the School Division will be the Superintendent or designate, the associate superintendent business services or designate and the Trustee appointed to the PD committee by the School Division.

A report developed by the Association PD Chair and a senior administrator on the committee, in a format to be determined, will be shared with teachers of the Association PD Committee, the TWC Chair and the Board of Trustees. Any changes to the guidelines proposed by the committee must be agreed to by both parties.

The Association-administered PD Fund Committee will operate under the approved revised guidelines or the current guidelines until this letter of understanding expires upon the ratification of the local settlement that follows the 2020-24 agreement.

SCHEDULE A
PROFESSIONAL LEAVES

Letter of Understanding between the Association and the School Division

Professional leave for a complete school year – 70 per cent (%) of fourth year minimum of the current salary schedule in effect during the teacher’s leave of absence or a greater amount if funded by an external source.

Professional leave for a complete semester – 35 per cent (%) of fourth year minimum of the current salary schedule in effect during the teacher’s leave of absence or a greater amount if funded by an external source.

SCHEDULE B

DEFERRED SALARY LEAVE PLAN

1. Definitions
2. Application
3. Funding for Leave of Absence
4. Taking of Leave of Absence
5. Fringe Benefits
6. Withdrawal
7. Suspension from Participating in the Plan
8. Termination or Amendment of Plan

DEFERRED SALARY LEAVE PLAN

1. DEFINITIONS

"Accrued Interest" in respect of a Taxation Year means the amount of interest earned in accordance with clause 3.3 on the monies retained by the School Division on behalf of the Participant calculated from:

- a) the first date any of such monies have been so retained by the School Division, or
- b) the first day of the Taxation Year, whichever is later.

"Committee" means a committee as defined by the School Division.

"Current Compensation Amount" means the total compensation payable by the School Division to the Participant for the school year, including their proper grid salary and all allowances, per the Collective Agreement.

"Deferral Period" shall be the number of years for which compensation is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.5, if applicable.

"Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the School Division for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the Participant in accordance with clause 3.4.

"Eligible Investor" means any Canadian chartered bank, or trust company authorized to carry on business in the province of Alberta and who maintains Canada Deposit Insurance, and any credit union authorized to carry on business in the province of Alberta or the treasury branches of Alberta.

"Eligible Teacher" means a teacher as defined by Policy of the School Division.

"Leave of Absence" means the period of time described in clause 4.1.

"Participant" means an Eligible Teacher who has completed a Memorandum of Agreement (Schedule "C") and whose application for participation in the Plan has been approved by the School Division in accordance with clause 2.2.

"Plan" means the plan set out in this schedule, and includes all amendments thereto.

"Regulations" means the regulations under the Income Tax Act (Canada).

"Taxation Year" means the calendar year.

2. APPLICATION

2.1 Formal Application

In order to participate in the Plan, an Eligible Teacher must make written application by way of Schedule "B" to the Superintendent of schools on or before March 31, or at a date otherwise agreed between the School Division and the Participant, stating the date of participation in the Plan and the school year in which the Leave of Absence is to be taken.

2.2 Approval

The approval of each application made under clause 2.1 shall rest solely with the School Division. The Superintendent of schools shall, by May 15 of that year, or at a date otherwise agreed between the School Division and the Participant, advise each applicant of the School Division's approval or disapproval of their application, and if the latter, an explanation therefore.

2.3 Date of Participation

If the School Division gives its approval in accordance with clause 2.2, the participation of the Eligible Teacher in the Plan will become effective on the date requested by the Eligible Teacher, or if such date is not agreed to by the School Division, then on a date which is agreed to by the School Division and the Eligible Teacher.

3. FUNDING FOR LEAVE OF ABSENCE

Funding for the Leave of Absence shall be as follows:

3.1 Compensation Deferred

During each school year prior to the leave of absence, the Participant, for a maximum of six school years will receive their Current Compensation Amount, less the percentage amount which the Participant has specified in the Memorandum of Agreement for the school year in question which is to be retained by the School Division. Such percentage amount will be retained by the School Division and be invested in accordance with clause 3.3.

3.2 Maximum Percentage Deferred

The percentage of the Current Compensation Amount deferred by the Participant cannot exceed the percentage amount obtained when 100 percent is divided by the number of years the Participant states they will participate in the plan, including the Leave of Absence year. Notwithstanding the preceding, the maximum deferred in any one Taxation Year shall not exceed 33 1/3 percent of the portion of the Current Compensation Amount received by the Participant in that Taxation Year. This formula applies even if the Leave of Absence is deferred under clauses 4.4 and 4.5.

3.3 Investment of Deferred Compensation

The monies retained by the School Division for each Participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by the School Division in investments offered from time to time by an Eligible Investor. The committee shall choose such Eligible Investor and in making such determination the School Division and members of the Committee shall not be liable to any Participant for any investments made which are authorized by this clause.

3.3.1 Non-Liability of School Division, Association and Committee

The School Division, the Association and members of the committee shall not be liable to any Participant or Participants for the acts or defaults of each other or for any error in judgment or for any act of omission or commission in the administration or management of the monies retained, provided such monies have been invested in an institution authorized by the provisions of this clause. The School Division, the Association and members of the Committee shall not be liable to any Participant or Participants for any loss suffered in respect to any investment or investments of the monies retained, whether complete loss or partial loss, either direct loss or indirect loss, provided the investment or investments were made in an institution authorized by the provisions of this clause.

3.4 Payment of Accrued Interest

On December 31 of each Taxation Year during the Deferral Period, the School Division shall pay to the Participant the Accrued Interest in respect of that Taxation Year as specified in clause 6 of the Memorandum of Agreement. The Participant hereby irrevocably directs the School Division to cause the Eligible Investor chosen by the Committee in accordance with clause 3.3 to make such payment on his behalf into an account of the Participant with the Eligible Investor.

3.5 Reporting to Participants

The Secretary Treasurer shall make an annual report to each Participant as to the amount of deferred salary retained by the School Division for such Participant, including any interest earned thereon which has been paid out in accordance with clause 3.4. The annual report shall be made no later than July 31 of each year while the Participant participates in the Plan.

3.6 Administrative Expenses

“Administrative expenses” mean internal costs normally incurred by the School Division and not external charges such as may be incurred for the administration of the investment component of the Plan or for consultation, advice, or audit.

4. TAKING OF LEAVE OF ABSENCE

The taking of a Leave of Absence shall be governed by the following provisions:

4.1 Qualification to Participate

In no case shall the Leave of Absence be for a period of less than six months and each Participant shall return to employment for a period of time at least equal to the period of the Leave of Absence.

4.2 Manner of Payment During Leave

The manner of payment to the Participant during the Leave of Absence shall be in installments commencing September 30, being approximately equal to one-twelfth of the monies held by the School Division for the Participant in accordance with clause 3.1 as determined at the beginning of the Leave of Absence, unless otherwise directed by the Participant prior to September 1 of the Leave of Absence. In no event shall payment be made more frequently than monthly.

4.3 Amount of Payment During Leave

The salary to be paid to a Participant during a Leave of Absence shall be related to the monies retained by the School Division in accordance with clause 3.1 for such Participants, but less any deductions made by the School Division under clause 5.1 and any monies required by law to be paid by the School Division for or on behalf of a Participant. During the period of leave, a Participant may not receive any salary or wages from the School Division or any other person or partnership with whom the School Division does not deal at arm's length except as provided in clause 6801(a) (iii) (A) or (B) of the Regulations.

4.4 School Division's Right to Defer Leave

If the School Division is unable to obtain a suitable replacement for a Participant for the period of a Leave of Absence specified by the Participant, the School Division may in its discretion, defer the Leave of Absence on one occasion for one school year. In such case, the Participant may choose to remain in the Plan or they may withdraw from the Plan, in which case the School Division shall pay to the Participant the Deferred Compensation Amount in one lump sum payment within 60 days of such withdrawal. In no circumstances shall a postponement extend the Deferral Period beyond six years.

4.5 Participant's Right to Defer Leave

Notwithstanding the date shown in paragraph 2 of the Memorandum of Agreement for a requested Leave of Absence, a Participant may, on one occasion only, with

the consent of the School Division given not less than six months prior to the scheduled date, postpone such leave for one year. In no circumstance shall a postponement extend beyond six years.

4.6 Year's Leave of Absence

The year's Leave of Absence shall immediately follow the Deferral Period.

4.7 Position on Return

On return from their Leave of Absence, the Participant will be assigned to a position with the School Division as required by the terms of the agreement.

4.8 Salary & Benefits After Leave

1. After participation in the Plan, the Participant's salary and benefits will be as set out in the Collective Agreement then in force between the School Division and the Association governing the matter.

5. FRINGE BENEFITS

The providing of fringe benefits will be as follows:

5.1 Payment

During a Leave of Absence, the responsibility for payment of premiums for fringe benefits for a Participant shall be as set forth in the Collective Agreement then in force between the School Division and the Association. Where a Participant is obligated to pay the cost of any fringe benefit during the Leave of Absence, the School Division shall pay such cost on behalf of the Participant on their request and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.

6. WITHDRAWAL

6.1 Upon Termination of Employment

A Participant who ceases to be employed by the School Division must withdraw from the Plan. Within 60 days the School Division shall pay to the Participant the Deferred Compensation Amount as provided in clause 3.1.

6.2 Consent Required

In extenuating circumstances, such as financial hardship, and with the consent of the School Division, a Participant may withdraw from the Plan at any time prior to March 31 in the year in which the Leave of Absence is scheduled to occur. Within 60 days of such withdrawal the School Division shall pay to the Participant the Deferred Compensation Amount as provided in clause 3.1.

6.3 Upon Death

Should a Participant die the School Division shall within 30 days of notification of such death to the School Division pay the Deferred Compensation Amount to the Participant's estate, subject to the School Division receiving any necessary clearances and proofs normally required for payment to estates.

6.4 Balance

In any event, the School Division shall pay to the Participant the Deferred Compensation Amount or any remaining balance thereof on or before December 31 of the first Taxation Year commencing after the end of the Deferral Period.

7. SUSPENSION FROM PARTICIPATION IN THE PLAN

7.1 Notice to Suspend

1. A Participant may on one occasion while they are participating in the Plan give notice to the School Division stating that the Participant wishes to suspend their participation in the Plan for a period of one year as at September 1 which immediately follows such notice, in which case the School Division shall pay the Current Compensation Amount to the Participant as if they were not participating in the Plan for such year, but the amounts previously retained by the School Division and interest thereon in accordance with clause 3.3 (but less all interest paid to the Participant in accordance with clause 3.4) shall, subject to clause 6.4, continue to be held by the School Division until the Participant withdraws from the Plan or takes a Leave of Absence.

7.2 Reinstatement

If a Participant has given notice in accordance with clause 7.1, the Participant's participation in the Plan shall be reinstated commencing on September 1 which immediately follows the year in which their participation has been suspended.

8. TERMINATION OR AMENDMENT OF PLAN BY AGREEMENT

8.1 The Plan may be amended or terminated by the School Division. Any amendment(s) shall be binding upon all present and future Participants.

8.2 Not to Prejudice Ruling

No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

SCHEDULE C

DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT

I have read the terms and conditions of the agreement between the Board of Trustees of Grasslands School Division and Participant setting up the Deferred Salary Leave Plan (the "Plan") and understand same and I agree to participate in the Plan under the following terms and conditions. All capitalized terms have the same meaning as in the Plan.

1. PURPOSE

The main purpose of my enrollment in the Plan is to permit me to fund a Leave of Absence, and not to provide me with benefits on or after retirement.

2. ENROLMENT DATE

My enrolment in the Plan shall become effective for the school year commencing.

3. NUMBER OF YEARS OF PARTICIPATION

I shall participate in the Plan for ____ school years and my Leave of Absence shall immediately follow thereafter, subject to the provisions of paragraph 4 below.

4. YEAR OF LEAVE

In accordance with Schedule B, clause 4.6, I shall take my Leave of Absence during the 20__/____ school year but I shall have the right in accordance with clause 4.5 to postpone such leave for one school year and the School Division shall have the right to defer such leave for one school year in accordance with Schedule B, clause 4.4.

5. FUNDING OF LEAVE OF ABSENCE

In accordance with Schedule B, clause 3.1, I direct that the percentage amounts as set out in this clause be withheld from the Current Compensation Amount with respect to my participation in the Plan for the following school years:

| | | | |
|-------------|---------|-------------|---------|
| First Year | _____ % | Fourth Year | _____ % |
| Second Year | _____ % | Fifth Year | _____ % |
| Third Year | _____ % | Sixth Year | _____ % |

In accordance with Schedule B, clause 3.2, the maximum percentage of Current Compensation Amount deferred in any one year cannot exceed 100 percent divided by the number of years in the Plan including the Leave of Absence year, without taking into account any deferral under Schedule B, clauses 4.4 and 4.5.

| | | | |
|-------------|-----------------|------------|----------------|
| Two Years | Maximum 33 1/3% | Five Years | Maximum 20% |
| Three Years | Maximum 33 1/3% | Six Years | Maximum 16.67% |
| Four Years | Maximum 25% | | |

I may by written notice to the School Division given prior to September 1 in any given year alter the percentage amounts for that or any subsequent year.

(Note: To be completed for the school year up to the school year in which the Leave of Absence specified in paragraph 4 above is to commence.)

PAYMENT OF ACCRUED INTEREST

I direct the School Division to pay Accrued Interest to me on each of the following dates:

- (i) the December 31 which occurs at the end of the Taxation Year in which I have become a Participant;
- (ii) each December 31 occurring after the date specified in clause i) above; and
- (iii) the last day of the Leave of Absence or when the School Division makes a payment under Schedule B, clause 4.3, 6.1, 6.2, 6.3 or 6.4.