

# **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 HIGH PRAIRIE SCHOOL DIVISION**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**

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



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This collective agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between The High Prairie 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 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 negotiation between the parties; and

**WHEREAS** the parties desire that these matters be set forth in agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that 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:**
  - a) Superintendent
  - b) Deputy Superintendent
  - c) Assistant Superintendents
  - d) Up to three (3) supervisors who must be based in central office and not performing classroom instruction.
- 1.3. *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the 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. *The 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.*

## **2. TERM**

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

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

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

### **2.4. Local Bargaining**

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

### **2.5. Bridging**

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

### **2.6. Meet and Exchange**

- 2.6.1. *For central table bargaining, representatives of the Association and TEBA shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first (1) 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 thirty (30) days after notice is given. At the first (1) 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 (5) 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 (5) 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 clause 2.8.2, the full-time assignable hours for a typical full-time teacher for each school shall be provided no later than October 31.*

### **3. SALARY**

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

- 3.1.1. Salary payment shall be made on or before the second last banking day of each month except as provided under section 220(6) & (7) of the Education Act.*
- 3.1.2. Teachers, if they request the same in writing prior to May 15, shall receive their*

July and August pay on July 10 of that year.

**3.2. Grid**

- 3.2.1. All salaries and allowances referred to herein are in respect to a school year, unless specifically stated otherwise.
- 3.2.2. The number of years of teacher education and teaching experience, computed according to this collective agreement, shall together determine the basic annual salary rate for each teacher employed by the School Division.
- 3.2.3. Tabulated below are the minimum and maximum basic salary rates and experience increments for each year of teacher education:

3.2.3.1. *Effective until June 9, 2022*

Years of Teacher Experience	Years of Teacher Education		
	4	5	6
0	\$ 59,871	\$ 62,533	\$ 66,747
1	\$ 63,666	\$ 66,412	\$ 70,562
2	\$ 67,459	\$ 70,288	\$ 74,380
3	\$ 71,252	\$ 74,164	\$ 78,198
4	\$ 75,042	\$ 78,038	\$ 82,016
5	\$ 78,837	\$ 81,915	\$ 85,831
6	\$ 82,626	\$ 85,792	\$ 89,649
7	\$ 86,418	\$ 89,665	\$ 93,466
8	\$ 90,213	\$ 93,542	\$ 97,281
9	\$ 94,004	\$ 97,419	\$ 101,100

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

Years of Teacher Experience	Years of Teacher Education		
	4	5	6
0	\$ 60,170	\$ 62,846	\$ 67,081
1	\$ 63,984	\$ 66,744	\$ 70,915
2	\$ 67,796	\$ 70,639	\$ 74,752
3	\$ 71,608	\$ 74,535	\$ 78,589
4	\$ 75,417	\$ 78,428	\$ 82,426
5	\$ 79,231	\$ 82,325	\$ 86,260
6	\$ 83,039	\$ 86,221	\$ 90,097
7	\$ 86,850	\$ 90,113	\$ 93,933
8	\$ 90,664	\$ 94,010	\$ 97,767
9	\$ 94,474	\$ 97,906	\$ 101,606

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



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

Years of Teacher Experience	Years of Teacher Education		
	4	5	6
0	\$ 60,922	\$ 63,632	\$ 67,920
1	\$ 64,784	\$ 67,578	\$ 71,801
2	\$ 68,643	\$ 71,522	\$ 75,686
3	\$ 72,503	\$ 75,467	\$ 79,571
4	\$ 76,360	\$ 79,408	\$ 83,456
5	\$ 80,221	\$ 83,354	\$ 87,338
6	\$ 84,077	\$ 87,299	\$ 91,223
7	\$ 87,936	\$ 91,239	\$ 95,107
8	\$ 91,797	\$ 95,185	\$ 98,989
9	\$ 95,655	\$ 99,130	\$ 102,876

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

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

Years of Teacher Experience	Years of Teacher Education		
	4	5	6
0	\$ 62,140	\$ 64,905	\$ 69,278
1	\$ 66,080	\$ 68,930	\$ 73,237
2	\$ 70,016	\$ 72,952	\$ 77,200
3	\$ 73,953	\$ 76,976	\$ 81,162
4	\$ 77,887	\$ 80,996	\$ 85,125
5	\$ 81,825	\$ 85,021	\$ 89,085
6	\$ 85,759	\$ 89,045	\$ 93,047
7	\$ 89,695	\$ 93,064	\$ 97,009
8	\$ 93,633	\$ 97,089	\$ 100,969
9	\$ 97,568	\$ 101,113	\$ 104,934

*\*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 (4) years education.*
  - 3.3.3.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
  - 3.3.3.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within sixty (60) operational days from the date of completion of education or commencement of employment.*
  - 3.3.4.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
  - 3.3.4.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

### **3.4. Experience**

*Teachers shall:*

- a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
  - b) *Not gain experience during vacation periods and leaves of absence without salary.*
- 3.4.1. *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the 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. *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 (0) years of experience on the salary grid.*
  - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
  - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The 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 2018-2020 collective agreement.*

*Effective June 10, 2022, repeal and replace clause 3.4.10 above.*

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

### **3.5. Service Outside Operational Days**

- 3.5.1. A teacher who agrees to render service over and above instructional and assignable time caps, as defined in the collective agreement, at the request of the Superintendent, shall be paid one two-hundredth (1/200) of the teacher's total annual salary, for each full day of work, or one four-hundredth (1/400) of the teacher's total annual salary for each half (1/2) day of work (three (3) hours or less).

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

- 3.6.1. *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.*

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

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

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

*Effective until August 31, 2022*

- 3.6.2. *After the evaluation in clause 3.6.1 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*

- 3.6.2. *After the evaluation in clause 3.6.1 has concluded, the School Division shall recognize additional experience and / or education, up to the maximum provided in the applicable category.*

**4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE**

**4.1. Creation of New Designations / Positions**

4.1.1. The School Division may create or designate new positions not covered by this collective agreement. The salaries and all allowances, if any, for such positions or designations shall, subject to the provisions below, be established by agreement between the School Division, the Association, it being understood however that the lack of agreement shall not prevent the School Division from instituting the new position or designation. Notice of any newly established position or designation shall be given to the secretary of the Local Association forthwith after the establishment of the same. Any salary or allowance agreed upon shall be paid retroactively to the date the new position or designation was filled.

4.1.2. *If the parties cannot agree upon a salary or allowance as referred to above, the grievance procedure (article 15) will be enacted by one of the parties. Any salary or allowance set by an arbitration board shall be paid retroactively to the date the new position or designation was filled.*

**4.2. Administration Allowances**

4.2.1. *In addition to the basic salary schedule, allowances shall be paid in accordance with the following rates:*

4.2.1.1. **Principals Allowance:** *The teacher count for establishing the principal's allowance shall be exclusive of the principal except in the case where they are the only teacher on staff.*

<b>Allowance</b>	<b>Effective until June 9, 2022</b>	<b>Effective June 10, 2022 (0.50% increase)</b>	<b>Effective September 1, 2022 (1.25% increase)</b>	<b>Effective September 1, 2023 (2% increase)</b>
<b>the first (1) FTE teacher plus</b>	\$ 12,887.68	\$ 12,952.12	\$ 13,114.02	\$ 13,376.30
<b>for the next eight (8) FTE teachers plus</b>	\$ 891.48	\$ 895.94	\$ 907.14	\$ 925.28
<b>for the next ten (10) FTE teachers plus</b>	\$ 588.54	\$ 591.48	\$ 598.87	\$ 610.85
<b>per FTE teacher thereafter</b>	\$ 320.28	\$ 321.88	\$ 325.90	\$ 332.42

*The teacher count for establishing the principal's allowance shall be determined twice per year based on teacher FTE on September 30 and February 1.*

- 4.2.1.2. *Notwithstanding any other provision in the collective agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*
- 4.2.1.3. *The salary of the district principal would be calculated in accordance with clause 3.2.3 (years of teaching experience and years of teacher education) and the district principal's allowance would be calculated in accordance with clause 4.2.1.1 with a teacher count equal to the total number of teachers holding principal or vice principal designations within the School Division, excluding the district principal(s). The count for establishing the district principal's allowance shall be determined twice per year on September 30 and February 1.*
- 4.2.1.4. *Notwithstanding any other provision in the collective agreement, the district principal shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

4.2.2. **Assistant Principals Allowance:** *The assistant principal's allowance shall be one-half (1/2) of the principal's allowance payable to the principal. The teacher count, for establishing the assistant principal's allowance shall be exclusive of the principal and the assistant principal(s). Where there is more than one (1) assistant principal, each assistant principal shall be paid at one-half (1/2) of the rate of the principal's allowance for the teachers assigned to their area of responsibility.*

4.2.2.1. *The minimum allowance for assistant principal will be adjusted in accordance with current proportionality to the principal allowance.*

4.2.3. **Coordinators' Allowance** *in the amount of eighty per cent (80%) of the principal's allowance base rate.*

#### 4.3. Red Circling

4.3.1. If a principal is required by the School Division to move to a smaller school, the principal's administrator allowance will be the higher of the two (2) allowances until the end of the first (1) complete school year.

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

4.4.1. In the absence of a principal, an assistant principal shall be designated by the superintendent to serve as acting principal. If they so serve for a period of four (4) or more consecutive school days, they shall receive an allowance equivalent to one two-hundredth (1/200) of the principal's allowance for each full school day of the period during which they are so designated.

4.4.2. In the absence of the principal and assistant principal(s) for a full school day or more, a teacher shall be designated by the School Division to serve as acting principal. They shall receive an allowance equivalent to one two-hundredth (1/200) of the principal's allowance for each full day of the period during which they are so designated.

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

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

#### **4.6. Other Administrator Conditions**

##### **4.6.1. Allocation and Appointment of Administrators**

- 4.6.1.1. *The parties to this collective agreement recognize the prerogative of the School Division to appoint assistant principals.*
- 4.6.1.2. *Notwithstanding clause 4.6.1.1, the School Division shall appoint assistant principals in schools where there are ten (10) or more FTE teachers (exclusive of the principal).*

#### 4.6.2. **Lieu Days**

- 4.6.2.1. Effective until August 31, 2021, principals shall be entitled to one (1) lieu day in each school year, at a time approved by the superintendent, acting reasonably. There is no accrual, carry over, or payout of this entitlement.
- 4.6.2.1. Effective September 1, 2021, principals shall be entitled to two (2) lieu day(s) in each school year and assistant principals shall be entitled to one (1) lieu day in each school year, at a time approved by the superintendent, acting reasonably. There is no accrual, carry over, or payout of this entitlement.
- 4.6.2.1. Effective September 1, 2023, principals shall be entitled to two (2) lieu day(s) in each school year and assistant principals shall be entitled to two (2) lieu days in each school year, at a time approved by the superintendent, acting reasonably. There is no accrual, carry over, or payout of this entitlement.

### 5. **SUBSTITUTE TEACHERS**

#### 5.1. **Rates of Pay**

5.1.1. *Payment for substitute teachers shall be as follows:*

5.1.1.1. **Partial Day Rate:** *When the teacher provides service only during the morning instructional periods or only the afternoon instructional periods, the teacher shall be paid:*

5.1.1.1.1. *Effective until June 9, 2022, 109.58.*

5.1.1.1.2. *Effective June 10, 2022, 0.50% increase, \$110.13.*

5.1.1.1.3. *Effective September 1, 2022, 1.25% increase, \$113.74.*

5.1.1.1.4. *Effective September 1, 2023, 2.00% increase, \$116.01.*

5.1.1.2. **Full Day Rate:**

5.1.1.2.1. *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be \$206.76 plus six per cent (6%) vacation pay of \$12.41 for a total of \$219.17.*

5.1.1.2.2. *Effective June 10, 2022, 0.50% increase, the substitute teachers' daily rates of pay will be \$207.79 plus six per cent (6%) vacation pay of \$12.47 for a total of \$220.26.*

5.1.1.2.3. *Effective September 1, 2022, 1.25% increase, the substitute teachers' daily rate of pay will be \$223.02 plus two per cent (2%) in lieu of benefits \$4.46 for a*



total of \$227.48.

- 5.1.1.2.4. *Effective September 1, 2023, 2.00% increase, the substitute teachers' daily rate of pay will be \$227.48 plus two per cent (2%) in lieu of benefits \$4.55 for a total of \$232.03.*

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

- 5.2.1. *Payment shall be made at the daily rate for the first four (4) consecutive school days. On the fifth (5) and subsequent day in the same school where the same substitute teacher continues to replace the same regular teacher, payment shall be made according to the placement on the salary schedule, and retro-active to the first (1) day.*
- 5.2.2. *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day, or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

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

- 5.3.1. *A substitute teacher is a teacher who is employed on a day to day or part-time basis where a contract of employment is not in effect.*
- 5.3.2. *With less than twelve (12) hours' notice of cancellation the School Division would agree to guarantee a half-day (1/2) of work and pay, if a half-day (1/2) assignment is cancelled, or a full-day of work and pay if a full-day assignment is cancelled. The substitute teacher must work the guaranteed assigned time, in order to be entitled to pay.*
- 5.3.3. *All substitute teachers shall have access to unpaid school professional development (PD) days. If substitutes are required by the School Division to attend a school PD day, they shall be paid the daily substitute rate.*
- 5.3.3.1. *The substitute teacher shall notify the School Division of their intention to attend seven (7) days prior to the PD Day, unless the School Division agrees to permit attendance on less notice.*

## **6. PART TIME TEACHERS**

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

### **6.2. Other Part-time Teacher Benefits and Proration**

- 6.2.1. *The premium contribution for a part-time teacher for clauses 7.1.1 and 7.3.1*

*shall be pro-rated in the proportion that their hours of work bear to the hours of work of a full-time teacher.*

### **6.3. Other Part-time Teacher Conditions**

- 6.3.1. A part-time teacher's assigned daily hours shall be contiguous unless mutually agreed.
- 6.3.2. *Any teacher employed on a full-time (one point zero (1.0) FTE) continuing contract who agrees to employment on a part-time contract shall be given a term contract for an agreed upon period of time and notwithstanding section 211(2) of the Education Act, that contract shall be for a specified portion of a full-time equivalent which shall not be varied except by mutual consent. At the conclusion of the term contract, and unless extended or altered by mutual agreement, the teacher shall be returned to a full-time (one point zero (1.0) FTE) continuing contract.*

## **7. GROUP BENEFITS**

### **7.1. Group Health Benefit Plans**

- 7.1.1. *The School Division agrees to pay one hundred per cent (100%), per month, per full-time teacher, the cost of the premium to the following plans:*
  - a) *Alberta School Employee Benefit Plan (ASEBP) Extended Health Care Plan 1;*
  - b) *ASEBP Extended Disability Benefit Plan D;*
  - c) *ASEBP Life Plan 2;*
  - d) *Accidental Death and Dismemberment, Plan 2; and*
- 7.1.2. *If enrolment is satisfactory to the insurer, the School Division agrees to pay one hundred per cent (100%), per month per full-time teacher the cost of the premium to ASEBP Dental Care Plan 3. The premium contribution for part-time teachers shall be pro-rated in the proportion that their hours of work bear to the hours of work of a full-time teacher.*
- 7.1.3. *If enrolment is satisfactory to the insurer, the School Division agrees to pay one hundred per cent (100%), per month, per full-time teacher, the cost of the premiums to ASEBP Vision Plan 3. The premium contribution for part-time teachers shall be prorated in the proportion that their hours of work bear to the hours of work of a full-time teacher.*
- 7.1.4. *Teachers who have a continuous contract and resign as of June 30 in any year, shall receive in dollars, the equivalent of the School Division's share of the July and August benefit premiums in which they are currently enrolled.*

### **7.2. Group Benefits Eligibility**

- 7.2.1. *All teachers coming on staff shall, as a condition of employment, be enrolled in the ASEBP Plans.*
- 7.2.2. *Teachers who are members of a religious order, or who because of a religious affiliation conscientiously object to becoming members of the plan, will not be required to join if a statement is submitted to the School Division within forty-five (45) days of commencement of duties.*
- 7.2.3. *A teacher who becomes eligible for receipt of disability benefits as provided in ASEBP will not be entitled to receive cumulative sick pay benefits.*

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

- 7.3.1. *ASEBP HSA / WSA of sixty-three dollars (\$63) per month.*
- 7.3.2. *The HSA / WSA plan shall be administered by ASEBP in accordance with the Canada Revenue Agency and the Income Tax Act of Canada.*
  - 7.3.2.1. *The minimum amount of HSA / WSA will be \$725.00 per benefit year.*

**7.4. Other Group Benefits**

**7.4.1. Benefits for Retirees on Contract**

7.4.1.1. *For a teacher on pension who is hired by the School Division and unable to enroll in the above plans, the School Division will, each month that the teacher is employed, reimburse an amount equal to the above monthly premiums to the teacher, prorated to the full-time equivalency of the teacher. The teacher, upon employment under a contract, must provide the School Division with documentation from Alberta Health Care, ASEBP or similar plan confirming their enrolment.*

7.4.1.1.1. *Effective September 1, 2022, all references to "Alberta Health Care" and related premiums in the collective agreement are removed.*

**7.4.2. Employment Insurance Premium Reduction**

7.4.2.1. *Payments made by the School Division towards benefit premiums shall permit them to retain and not pass on to teachers any rebates of premiums otherwise required under Employment Insurance Commission regulations.*

**7.4.3. Travel Assistance Benefit**

7.4.3.1. *For the purposes of this collective agreement, four thousand dollars (\$4,000.00) of the annual salary as set out in clause 3.2 of this collective agreement shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by Revenue Canada and shall be indicated as such in the appropriate box on the annual*

*T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the School Division and shall be in accordance with the provisions set by Revenue Canada.*

**7.4.4. Medical Travel Assistance Benefit**

*7.4.4.1. For the purposes of this agreement, two thousand dollars (\$2,000.00) of the annual salary as set out in clause 3.2 of this collective agreement shall be considered to be a Medical Travel Assistance Benefit paid in a designated area as defined by Revenue Canada and shall be indicated as such in the appropriate box on the annual T4 slip (Box 33). The provision of this benefit shall in no fashion add to the cost of salary or benefits to the School Division and shall be in accordance with the provisions set by Revenue Canada.*

**7.4.5. Transfer Benefit**

*7.4.5.1. The School Division shall assume financial responsibility for moving the personal and household effects of a teacher who is transferred to another school within the School Division, provided that this benefit shall not apply if the transfer is requested by the teacher.*

**8. CONDITIONS OF PRACTICE**

**8.1. Teacher Instructional and Assignable Time**

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

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

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

**8.2. Assignable Time Definition**

*8.2.1. Assigned Time is defined as the amount of time that 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 work day.*

*8.2.2. Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by 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 clause 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*

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

### **8.3. Extracurricular**

*8.3.1. The parties recognize the value of extracurricular activities including the participation of teachers. However, teacher participation in extracurricular activities is voluntary. Should a teacher decide to participate in such activities, the teacher will not be paid for such service.*

### **8.4. Duty Free Lunch**

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

*8.4.1. Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two (2) periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the School Division.*

- 8.4.2. *When reasonable, this break shall occur in the middle of the assignment.*
- 8.4.3. *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

## **9. PROFESSIONAL DEVELOPMENT**

### **9.1. Teacher Professional Growth Plan**

- 9.1.1. *Teacher Professional Growth Plans will consider but will not be required to include the 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 Development Funds**

- 9.2.1. The School Division agrees to make an education fund equivalent to ninety per cent (90%) of the fourth (4) year minimum on the salary grid for the purpose of providing partial funding for teachers taking courses for credit at an accredited university or college which are related to the Teacher's Professional Growth Plan and connected to the Teaching Quality Standard.
- 9.2.2. Teachers who are on a continuous contract with the School Division may make application for funding under this article. Applications including proposed courses must be submitted to the superintendent of schools prior to registration. Applications will be approved on a "first come, first served" basis. No teacher shall be entitled to be reimbursed for more than three (3) full time courses per year.

### **9.3. Tuition Reimbursement**

- 9.3.1. Upon proof of successful completion of courses, the teacher shall be reimbursed one thousand seven hundred dollars (\$1,700.00) per full course or eight hundred and fifty dollars (\$850.00) per half course. (A full or half course shall be defined as being equivalent to a full (6.0 credit hours) or half (3.0 credit hours) course at the University of Alberta). Proof of successful completion shall be official transcripts as provided by the university from which the course was taken. All claims not submitted within twelve (12) months of completion of the course shall not be paid. Uncommitted funds remaining at the end of August of each year shall be transferred to the Association / School Division Joint Professional Development Fund.

#### 9.4. Self-Directed Professional Development

- 9.4.1. The School Division will provide two (2) half (1/2) days of self-directed professional development days per school year.

#### 10. SICK LEAVE

- 10.1. *This article shall supersede the provisions of section 220(1)(d) and section 220(2) of the Education Act.*
- 10.2. *"Sickness" when used in this article shall mean necessary medical or dental treatment of the teacher or injury to, or illness or disability of the teacher which renders the teacher incapable of attending to work.*
- 10.3. *"School day" when used in this article shall mean a day on which instruction would have been given by a teacher and includes emergency school closures, school closures approved by the Minister, two (2) days for teacher conventions, holidays declared by a School Division and days other than instruction days that are approved by the Minister.*
- 10.4. *All teachers in their first (1) year with the School Division shall have a minimum of five (5) school days accumulated sick leave at the beginning of the school year. The remaining days shall accumulate in accordance with the Education Act at a rate of one (1) day for every nine (9) days worked to a maximum of twenty (20) days.*
- 10.5. *During employment under contract with the School Division, and prior to completion of one (1) year of employment under a continuing contract of employment, a teacher shall earn sick leave credits in respect of each month of employment and the number of school days of such earned sick leave credits shall be equal to the result obtained by dividing by nine (9) the number of school days in the month. Provided however, that in any event, the total number of sick leave credits earned by a teacher in any school year shall not exceed twenty (20) days in the aggregate. Further, sick leave credits or any portion thereof may only be used when earned and credited. Sick leave credits shall be credited effective the first (1) day of the month following the month in which the sick leave credits to be credited were earned. Upon commencement of employment with the School Division, teachers shall be granted two (2) days sick leave credit.*
- 10.6. *In the case of a teacher who has had previous service with the School Division and re-enters its employment within fourteen (14) months of leaving, the sick leave accumulated under this article during the period of employment with the School Division shall be re-instated to the credit of the teacher.*
- 10.7. a) *In order to establish and maintain eligibility for benefits under this article a teacher absent for more than three (3) consecutive days shall provide a certificate signed by a qualified medical or dental practitioner, and in addition, the teacher shall provide the principal with reasonable prior notice of any absence due to sickness. A teacher absent for three (3) consecutive days or less due to illness or other disability must submit, within ten (10) days of return to work, a signed statement to the teacher's principal, giving the reason for the absence. The School Division may request in writing that the teacher obtain verification of the appointment or hospitalization at no cost to the School Division, but the School Division will not do so as a matter of*

course.

- b) *A teacher whose sickness extends for a period of over one (1) month may, at the discretion of the School Division, be required to furnish further medical certificate / letter at the end of each month during the period of sickness. The School Division shall pay for any medical fee for acquiring the certificate. Such medical certificate / letter shall include the medical practitioner's assessment of the teacher's current ability to work: if absence continues to be required, the prognosis for the teacher's eventual return to the workplace; and, in the event of an anticipated return to the workplace communication of any restrictions to performance of duties upon return to the workplace and a prognosis for the improvement and the removal of those restrictions, as well as any other information relevant to the School Division's accommodation of absence or return.*
- c) *In the event that a teacher who qualifies for sick leave is absent for more than ten (10) consecutive teaching days, the School Division may require the teacher to provide an updated medical certificate / letter certifying fitness to return to work before the teacher is allowed to return to normal teaching duties. The School Division shall pay for any medical fee for acquiring the certificate.*

10.8. *Application for ASEBP EDB benefits shall be made as soon as there is medical evidence that the absence is of a long-term nature.*

10.9. *Where an eligible teacher has unused sick leave credits, the School Division shall not reduce the gross salary of such teacher for absence from work on a school day due to sickness and for each day of absence the unused sick leave credits of the teacher shall be reduced by a corresponding day.*

10.10. *Upon active commencement of duties in the second (2) consecutive school year of continuing employment under a contract of continuing employment with the School Division, all unused sick leave credits shall be cancelled.*

10.11. *During the second (2) and subsequent years of service, sick leave with full salary will be granted for sickness for a period of ninety (90) calendar days. A teacher who has been absent due to sickness shall, upon return to full time duties, be entitled to an additional sick leave benefit of ninety (90) calendar days. In the event of recurring sickness, only ninety (90) calendar days sick leave will be available.*

## **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 (1) 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 (1) parent of the child at the same time.*

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

- 11.3.1. *The School Division shall top up Supplementary Employment Benefits (SEB) to one hundred per cent (100%) of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave*

*entitlement as per article 10.*

- 11.3.2. *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per article 10.*
- 11.3.3. *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA / WSA 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 HSA / WSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA / WSA 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 per cent (100%) of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3. *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the 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. *Leave of absence for a minimum of one-half (½) day for personal reasons may be granted by the superintendent for up to two (2) days per school year. Leave shall be granted at full salary less forty-five per cent (45%) of the daily rate for a certificated substitute as determined in clause 5.1.1 for each day of such leave. Requests for leave under this article shall not be used to extend the Christmas break, spring break, long weekends, or summer vacation period. Unused leave may accumulate from year to year provided that the total leave available does not exceed six (6) days in any school year. Part time teachers are eligible for personal leave of up to two (2) days at an amount, per day, equivalent to their part time status. Teachers on temporary contracts are eligible for personal leave at a proration equivalent to the term their contract bears to the total school year multiplied by two (2).*
- 12.2. *Notwithstanding clause 12.1, the superintendent may grant personal leave to extend a long weekend, Christmas break or spring break, provided at least ten (10) calendar days advance notice is given.*
- 12.3. *In the event that a teacher has six (6) days of leave for personal reasons accumulated in a given school year, the fifth (5) and sixth (6) day shall not be taken in conjunction with other leave provisions, including the first (1) to fourth (4) personal leave days without prior approval of the superintendent.*

## **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 article.*

*Effective September 1, 2022*

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

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

*For the purpose of article 14, a teacher's application for temporary leave of absence must first be made orally to the principal and documented on the form provided by the School Division, upon return from the leave.*

*Should a teacher fail to apply to the principal or to submit the required documentation within the time limit specified, the days absent shall be considered as leave without pay.*

*A teacher is entitled to temporary leave of absence with pay for:*

#### **14.1. Death or Critical Illness Leave**

- 14.1.1. *Up to and including four (4) days for leave necessitated by the death or critical illness of a spouse / common-law partner, son, daughter, parent, brother, sister, parents of spouse / common-law partner, brother or sister-in-law, grandparent or grandchild, grandparents of spouse / common-law partner, daughter-in-law, son-in-law, other person who is a member of the teacher's dwelling, or aunt or uncle. Up to an additional two (2) days will be granted if the teacher is required to travel three hundred (300) or more kilometers one (1) way to attend the funeral of one of the above-named persons. For the purpose of this article, critical illness shall mean where death of one (1) of the above-named persons is imminent, for which the School Division may require a substantiating medical certificate, signed by a duly qualified medical practitioner. Critical illness entitlement ends as of death and the teacher would be entitled to a further four (4) days under this article for the death. The definition of dwelling and common-law partner is consistent with the definition of Revenue Canada Agency.*
- 14.1.2. *The teacher shall be permitted to access clause 14.1.1 in the event of the death of the teacher's niece or nephew.*

#### **14.2. Convocation Leave**

- 14.2.1. One (1) day to attend convocation of the university at which the teacher is receiving a degree; one (1) additional day for the purpose of travel will be granted where distance required to be travelled exceeds five hundred (500) kilometers one (1) way.
- 14.2.2. One (1) day to attend convocation of the university at which the teacher's child is receiving a degree. Leave of absence shall be granted at full salary less one hundred per cent (100%) of the daily rate for a certified substitute, as determined in clause 5.1.1 for each day of such leave.

#### **14.3. Inclement Weather / Impassable Roads Leave**

- 14.3.1. Absence, despite reasonable effort, when the teacher is unable to travel to their school from their usual place of residence because of inclement weather, impassable road conditions or the failure of transportation facilities other than their own.

#### **14.4. Family Medical Leave**

- 14.4.1. *Four (4) days for family medical, dental appointments or hospitalization, provided that the teacher's accumulated number of sick leave credits, as granted by article 10, is reduced by a corresponding amount. The teacher will sign a statement attesting that use of the leave was for a family member who falls under the definition of family as per clause 14.4.1. "Family" shall refer to the teacher's parent, spouse / common-law partner, child, or person who is a member of the teacher's dwelling. The School Division may request in writing*

*that the teacher obtain verification of the appointment or hospitalization at no cost to the School Division, but the School Division will not do so as a matter of course.*

#### **14.5. Jury Duty / Court Appearance Leave**

14.5.1. *For jury duty or summons related thereto provided that the teacher remits to the School Division any jury stipend (excluding expenses) set by the Court.*

14.5.2. *To answer a subpoena or summons to attend as a witness in a criminal matter or as a result of the performance of their duties as a teacher. Leave shall be granted at full pay. The teacher shall remit to the School Division any witness fee paid by the Court to the teacher, exclusive of expenses.*

#### **14.6. School Closure**

14.6.1. Days where the School Division closes the school for health and safety reasons or physical plant breakdown. The School Division may require the school administrator(s) to remain on site during normal school hours during these closures.

#### **14.7. Professional Improvement Leave**

14.7.1. *The School Division shall pay for the cost of a substitute, if hired, for a teacher attending any in-service program sponsored by the School Division.*

#### **14.8. Discretionary Leave**

14.8.1. In addition to the foregoing, the School Division, in its discretion, may grant leave of absence with or without pay and with or without School Division contribution to benefits to a teacher applying for such leave.

#### **14.9. Emergency Leave**

14.9.1. A teacher may access one (1) paid day for emergency leave per school year to attend an unexpected, severe, immediate, and dire incident. Leave of absence shall be granted at full salary less one hundred per cent (100%) of the daily rate for a certified substitute, as determined in clause 5.1.1 for each day of such leave. Emergency leave may not be accessed to attend to anticipated personal matters.

### **15. GRIEVANCE PROCEDURE**

*Subject to Letter of Understanding on Interim Grievance Procedure, current articles 15 and 16 from 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 School 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 School 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 clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the 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 (2) 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 clause 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*

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

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

16.1.1. The School Division and the teachers recognize the needs and the advantages of improved communications between teachers, trustees, and administrators on educational matters and working conditions of teachers. As such, it is agreed that a liaison committee will be established to discuss educational matters and working conditions of teachers. The membership of this committee shall be made up of two (2) trustees, and three (3) classroom teachers, along with the superintendent and the director of business in an advisory capacity. The committee shall meet within two (2) weeks of either party giving notice of a need for such a meeting. The two (2) parties to the collective agreement shall advise of the appointees to the committee prior to the first (1<sup>st</sup>) meeting of each year. All items currently under negotiation are excluded from discussion by this committee.

16.2 Newly appointed teachers may be required to present a medical certificate of good health and satisfactory proof of age.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF** the parties have executed this agreement on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**On the behalf of The High Prairie School  
Division**

**On the behalf of The Alberta Teachers'  
Association**

\_\_\_\_\_  
Name  
Negotiating Committee Member

\_\_\_\_\_  
Sandra Cairns  
Director of Business

\_\_\_\_\_  
Name  
Chair, Negotiating Committee

\_\_\_\_\_  
Murray Marran  
Superintendent of Schools and CEO

\_\_\_\_\_  
Name  
Local President

\_\_\_\_\_  
Joy McGregor  
Board Chair

\_\_\_\_\_  
Sean D Brown  
Associate Coordinator—Collective Bargaining

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

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

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

**LETTER OF UNDERSTANDING #2**  
**RE: INTERIM GRIEVANCE PROCEDURE**

**WHEREAS** at the time of signing this Letter of Understanding, the Association and TEBA were actively engaged in central bargaining;

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

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

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

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

**THE PARTIES AGREE AS FOLLOWS:**

**EFFECTIVE DATES**

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

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

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

**TRANSITION OF EXISTING GRIEVANCES**

1. *For grievances filed under article 15 (Central Grievance Procedure) of 2018-20 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 School 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 School 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 clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the 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 clause 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*

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

15.16.4. *In instances where TEBA assumes carriage over a grievance process, all references to 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 collective 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 sixty (60) days to discuss the appropriate apportionment of costs.*

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

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

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

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

**LETTER OF UNDERSTANDING #7**  
**DUTY TO ACCOMMODATE**

*TEBA, the Association, and 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; and,
  - f) Processes and timing for enrolling students in courses or programs.
2. Where collective agreements already include provisions related to distributed education environment, local pilot projects may temporarily modify existing central terms related to distributed education conditions of practice.
3. In any event (with or without mutual agreement to a pilot project), and where requested by the Association or an individual teacher, 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**

*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 (0) years of experience on the salary grid.*
  - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
  - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The School Division shall recognize prior teaching experience as if it were 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 collective agreement.*