

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 ELK ISLAND PUBLIC SCHOOL
DIVISION**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024

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This collective agreement is made this ____ of _____ 20__ between The Elk Island School Division (School Division) and the Alberta Teachers' Association (Association).

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

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

Definitions

Critical Illness—Whose health has changed and whose life is at risk as a result of an illness or injury.

School Division—The Elk Island School Division.

Local Association—Elk Island Public Teachers Local No. 28 of the Alberta Teachers' Association.

Salary—Unless otherwise specified, applicable salaries and allowances specified under article 3 and 4.

School Year—The period beginning on the first day of operation and ending on the day prior to the first day of operation in the following year.

Substitute Teacher—Are teachers employed on a day-to-day basis and placed on a list of active substitute teachers.

1. APPLICATION/SCOPE

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

1.2. Excluded Positions

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

- 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 employers' 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.*
- 1.11. **Structural Provisions**
- 1.11.1. **Teacher Board Consultation Committee (TBCC)**

- 1.11.1.1. The School Division and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees, teachers, and administrators.
- 1.11.1.2. The purpose of the TBCC will be to discuss matters related to teaching, learning conditions or other matters of interest or concern. Such matters for discussion may include educational policy changes, administrative procedures, changes to the conditions of professional service, and communicating the views of the respective parties. Matters related to current collective bargaining negotiations or active grievances will not be discussed by this committee.
- 1.11.1.3. The TBCC shall consist of up to four (4) authorized representatives of the Association and up to four (4) authorized representatives of the School Division.
- 1.11.1.4. This committee shall meet once per semester and within twenty-five (25) operational days of a written request from either party to a maximum of three (3) meetings per year.

2. TERM

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

2.2. List Bargaining

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

2.3. Central Matters Bargaining

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

2.4. Local Bargaining

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

2.5. Bridging

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

2.6. Meet and Exchange

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

2.7. Opening with Mutual Agreement

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

collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.

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

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

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

- 2.8.1. *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division shall provide to the Association at least twice each year no later than October 31 and May 31, a common report, in a format established by TEBA, with a list of School Division employees who are members of the Association and include the following items for each teacher:*
 - 2.8.1.1. *name,*
 - 2.8.1.2. *certificate number,*
 - 2.8.1.3. *home address*
 - 2.8.1.4. *personal home phone number*
 - 2.8.1.5. *the name of their school or other location where employed*

- 2.8.1.6. *contract type,*
- 2.8.1.7. *full-time equivalency (FTE), and*
- 2.8.1.8. *salary grid placement*

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

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

- 2.8.2.1. *HSA / WSA / RRSP utilization rates;*
- 2.8.2.2. *Most recent School Division financial statements;*
- 2.8.2.3. *Total benefit premium cost;*
- 2.8.2.4. *Total substitute teacher cost;*
- 2.8.2.5. *Total principal/vice-principal/assistant principal allowance cost;*
- 2.8.2.6. *Total other allowance cost; and*
- 2.8.2.7. *Notwithstanding the timeline set out in 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. *All teachers shall be paid by direct deposit. Teachers under contract shall be paid in accordance with the following schedule:*
 - 3.1.1.1. *The School Division shall initiate the direct deposit of the teacher's designated banking institution one-twelfth (1/12) of the annual salary on the second last business day of each month.*
 - 3.1.1.2. *Substitute teachers shall be paid on the second last business day of each month worked.*
- 3.1.2. *The School Division will be relieved of obligation in clause 3.1.1 in the event of circumstances beyond its control.*

3.2. Grid

3.2.1. All salaries and allowances referred to herein are in respect of a school year unless otherwise specifically stated.

Effective until June 9, 2022

Years of Experience	Years of Education		
	4	5	6
0	\$ 59,099	\$ 62,569	\$ 66,483
1	\$ 62,546	\$ 66,015	\$ 69,929
2	\$ 65,980	\$ 69,472	\$ 73,380
3	\$ 69,447	\$ 72,901	\$ 76,826
4	\$ 72,883	\$ 76,361	\$ 80,287
5	\$ 76,342	\$ 79,812	\$ 83,726
6	\$ 79,792	\$ 83,260	\$ 87,173
7	\$ 83,240	\$ 86,698	\$ 90,604
8	\$ 86,677	\$ 90,157	\$ 94,070
9	\$ 90,087	\$ 93,566	\$ 97,469
10	\$ 94,012	\$ 97,469	\$ 101,396

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

Effective June 10, 2022 (0.50% Increase)

Years of Experience	Years of Education		
	4	5	6
0	\$ 59,394	\$ 62,882	\$ 66,815
1	\$ 62,859	\$ 66,345	\$ 70,279
2	\$ 66,310	\$ 69,819	\$ 73,747
3	\$ 69,794	\$ 73,266	\$ 77,210
4	\$ 73,247	\$ 76,743	\$ 80,688
5	\$ 76,724	\$ 80,211	\$ 84,145
6	\$ 80,191	\$ 83,676	\$ 87,609
7	\$ 83,656	\$ 87,131	\$ 91,057
8	\$ 87,110	\$ 90,608	\$ 94,540
9	\$ 90,537	\$ 94,034	\$ 97,956
10	\$ 94,482	\$ 97,956	\$ 101,903

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

Effective September 1, 2022 (1.25% Increase)

Years of Experience	Years of Education		
	4	5	6
0	\$ 60,137	\$ 63,668	\$ 67,651
1	\$ 63,645	\$ 67,174	\$ 71,157
2	\$ 67,139	\$ 70,692	\$ 74,669

Years of Experience	Years of Education		
	4	5	6
3	\$ 70,667	\$ 74,181	\$ 78,175
4	\$ 74,163	\$ 77,702	\$ 81,697
5	\$ 77,683	\$ 81,214	\$ 85,196
6	\$ 81,193	\$ 84,722	\$ 88,704
7	\$ 84,702	\$ 88,221	\$ 92,197
8	\$ 88,199	\$ 91,740	\$ 95,722
9	\$ 91,669	\$ 95,209	\$ 99,181
10	\$ 95,663	\$ 99,181	\$ 103,177

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

Effective September 1, 2023 (2.00% Increase)

Years of Experience	Years of Education		
	4	5	6
0	\$ 61,340	\$ 64,941	\$ 69,004
1	\$ 64,917	\$ 68,518	\$ 72,580
2	\$ 68,481	\$ 72,106	\$ 76,162
3	\$ 72,080	\$ 75,665	\$ 79,739
4	\$ 75,646	\$ 79,256	\$ 83,331
5	\$ 79,236	\$ 82,838	\$ 86,900
6	\$ 82,817	\$ 86,417	\$ 90,478
7	\$ 86,396	\$ 89,985	\$ 94,039
8	\$ 89,963	\$ 93,575	\$ 97,637
9	\$ 93,503	\$ 97,113	\$ 101,164
10	\$ 97,576	\$ 101,164	\$ 105,240

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

3.3. Education

- 3.3.1. *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1 and February 1.*
- 3.3.3. *For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*

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

3.4. Experience

Teachers shall:

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

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

Prior Experience

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.*

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

Effective until June 9, 2022

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

Effective June 10, 2022, repeal 3.4.10

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

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

Career and Technology Studies:

- 3.5.1. *A Career and Technology Studies (CTS) trade teacher is a person, who has a valid Alberta teaching certificate, and instructs at least half time of a full-time equivalent (0.5 FTE) in their area of trade certification as a journeyperson.*
- 3.5.2. *Industrial trade experience means industrial trade experience in the area of trade certification for which the teacher will be teaching, which experience was obtained while holding a valid journeyperson certificate for the area in which the teacher will be teaching. One (1) year of full-time industrial trade experience shall be time equivalent to two thousand (2000) hours worked per year as a journeyperson.*
- 3.5.3. *Experience will be paid for the last five (5) years of industrial trade experience plus one-third (1/3) of all remaining years of industrial trade experience, as defined above, provided that such industrial trade experience was earned while working full time.*
 - 3.5.3.1. *Industrial trade experience for partial years of industrial trade experience shall not be recognized for the purposes of this clause.*
 - 3.5.3.2. *However, in the event that the total amount of industrial trade experience available for recognition, under this clause, leaves a remainder of greater than six (6) months of industrial trade experience, but less than twelve (12) months of industrial trade experience, such industrial trade experience shall be recognized to place the teacher on the next step of the grid, provided that the maximum number of years of experience on the grid has not been reached.*
- 3.5.4. *Industrial trade experience will only be recognized if the teacher must hold journeyperson certification, as a condition of employment by the School Division, and if*
 - 3.5.4.1. *the teacher instructs in their area of trade certification as a journeyperson, on at least a zero point five (0.5) full-time equivalent basis, and*
 - 3.5.4.2. *the teacher's prior industrial trade experience through verifiable employment was obtained while holding a valid journeyperson certificate for the area in which the teacher will be teaching, and*
 - 3.5.4.3. *the verifiable documents provided are either from a third party employer, or, in the case of self-employment, filed tax returns which confirm work in the area for which the teacher holds a valid journeyperson certificate and will be teaching.*

3.6. Other Rates of Pay

3.6.1. A teacher who agrees to render service during the vacation periods, at the written request of the superintendent, shall be paid 1/200 their total annual grid salary for each day of work, but for advertised projects may accept the established rate of pay.

3.6.2. Continuing Education

3.6.2.1. A teacher employed on an hourly basis to provide instruction in credit courses and other courses described in the Program of Studies offered through the School Division's Continuing Education Program shall be paid at an hourly rate of \$63.00 per hour inclusive of general holiday pay.

3.6.2.2. The remaining terms and conditions of the collective agreement shall not be applicable to a teacher employed solely on an hourly basis to provide instruction in credit courses and other courses described in the Program of Studies, except in those circumstances where the teacher otherwise provides teaching services to the School Division through a contract of employment on other than an hourly basis.

3.6.2.3. The numbers of hours of service to be provided by a teacher on an hourly basis shall be as agreed to in writing between the teacher and the School Division prior to commencement of the course, with the School Division maintaining sole discretion to determine the number of required hours of service for each particular course.

3.6.2.4. Teachers employed on an hourly basis to provide instruction in credit courses and other courses described in the Program of Studies shall be paid by direct deposit on the second last business day of each month.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Administration Allowances: *Additional allowance for administration and supervision shall be paid in accordance with the following clauses:*

4.1.1. *To certificated persons designated as Principal or Assistant Principal, the following allowances shall be paid:*

4.1.1.1. *A Principal of a school will be paid the following annual allowances:*

Effective until June 9, 2022

Enrolment	Principal
0–499	\$ 27,725
500–649	\$ 29,156
650–899	\$ 32,018
900–999	\$ 34,881
1,000–1,199	\$ 36,311
1,200 plus	\$ 37,742

Effective June 10, 2022 (0.50% Increase)

Enrolment	Principal
0–499	\$ 27,864
500–649	\$ 29,302
650–899	\$ 32,178
900–999	\$ 35,055
1,000–1,199	\$ 36,493
1,200 plus	\$ 37,931

Effective September 1, 2022 (1.25% Increase)

Enrolment	Principal
0–499	\$ 28,212
500–649	\$ 29,668
650–899	\$ 32,580
900–999	\$ 35,494
1,000–1,199	\$ 36,949
1,200 plus	\$ 38,405

Effective September 1, 2023 (2.00% Increase)

Enrolment	Principal
0–499	\$ 28,776
500–649	\$ 30,261
650–899	\$ 33,232
900–999	\$ 36,203
1,000–1,199	\$ 37,688
1,200 plus	\$ 39,173

Principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.

- 4.1.1.2. *The Principal of Next Step/Outreach/Home Education Programming, will be paid an annual allowance based upon an enrolment of 1,000-1,199 students.*
- 4.1.1.3. *To an Assistant Principal, sixty percent of the Principal's allowance:*

Effective until June 9, 2022

Enrolment	Assistant Principal
0–499	\$ 16,635
500–649	\$ 17,494
650–899	\$ 19,211
900–999	\$ 20,929
1,000–1,199	\$ 21,787
1,200 plus	\$ 22,645

Effective June 10, 2022 (0.50% Increase)

Enrolment	Assistant Principal
0–499	\$ 16,718
500–649	\$ 17,581
650–899	\$ 19,307
900–999	\$ 21,034
1,000–1,199	\$ 21,896
1,200 plus	\$ 22,758

Effective September 1, 2022 (1.25% Increase)

Enrolment	Assistant Principal
0–499	\$ 16,927
500–649	\$ 17,801
650–899	\$ 19,548
900–999	\$ 21,297
1,000–1,199	\$ 22,170
1,200 plus	\$ 23,043

Effective September 1, 2023 (2.00% Increase)

Enrolment	Assistant Principal
0–499	\$ 17,266
500–649	\$ 18,157
650–899	\$ 19,939
900–999	\$ 21,722
1,000–1,199	\$ 22,613
1,200 plus	\$ 23,504

The minimum allowance for Assistant Principal allowance will be adjusted in accordance with current proportionality to the Principal allowance.

4.1.2. *The School Division shall pay to each certificated teacher appointed by the School Division to the following listed positions, the allowance respectively set forth opposite each such position, namely:*

4.1.2.1. **Director:** 100 percent of maximum Principal's allowance

- 4.1.2.2. **Assistant Director:** 85 percent of maximum Principal's allowance
- 4.1.2.3. **Supervisor:** 60 percent of maximum Principal's allowance
- 4.1.2.4. **Consultant:** 45 percent of maximum Principal's allowance
- 4.1.3. Any person appointed to the positions set out in clause 4.1.2 working less than full-time in this position shall receive an allowance prorated in accordance with the time allotted by the Superintendent of Schools.
- 4.1.4. To all registered psychologists designated as the school counsellor and providing assessment and diagnoses for the purpose of identifying students with mild to moderate and severe disabilities, thirty percent of the minimum principal's allowance. If the assigned counselling time is less than full-time, the allowance payable to the registered psychologist shall be pro-rated by multiplying it by the full-time equivalent of counselling time. A registered psychologist may be paid a pro-rated counselling allowance for each school at which they are the designated school counsellor and is providing assessment and diagnoses for the purpose of identifying students with mild to moderate and severe disabilities.
- 4.1.5. An additional allowance shall be paid according to the following schedule provided that such allowance shall be inclusive of any other allowance in respect of administration.
 - 4.1.5.1. In this clause, for senior high schools, a course is defined as five (5) or three (3) credit course.

Effective until June 9, 2022, an allowance to a maximum of \$7,521 shall be paid to designated in-school coordinators of instruction who may be appointed upon the request of the principal to the Associate Superintendent (Human Resources).

This allowance shall be calculated as follows:

\$170 for each course (not class), plus \$146 per teacher, excluding the coordinator, teaching at least one (1) full course in the subject field, with a minimum of \$2,444.

Effective June 10, 2022, the above allowance will increase to a maximum of \$7,559 and shall be calculated as follows:

\$171 for each course (not class), plus \$147 per teacher, excluding the coordinator, teaching at least one (1) full course in the subject field, with a minimum of \$2,456.

Effective September 1, 2022, this allowance will increase to a maximum of \$7,653 and shall be calculated as follows:

\$173 for each course (not class), plus \$149 per teacher, excluding the coordinator, teaching at least one (1) full course in the subject field, with a minimum of \$2,487.

Effective September 1, 2023, this allowance will increase to a maximum of \$7,806 and shall be calculated as follows:

\$176 for each course (not class), plus \$152 per teacher, excluding the coordinator, teaching at least one (1) full course in the subject field, with a minimum of \$2,537.

- 4.1.6. To all teachers teaching at more than one (1) school, during the same operational day, where the buildings are separated by at least one (1.0) kilometer, an annual expense allowance shall be \$1,500 (not subject to grid percentage increase).

4.2. Red Circling

- 4.2.1. Salary of a principal or assistant principal, shall upon termination of the designation by the School Division or the superintendent, and acceptance of another position within the agreement, remain the same for a period of two years, or until the salary of the new position exceeds the amount of the retained salary, whichever occurs first.
 - 4.2.1.1. The red circling period will not extend the amount of time the person has been in the administrative position if less than two years.
 - 4.2.1.2. Red circling will not occur should an administrator choose to move to a position with less or no allowance.

4.3. Acting/Surrogate Administrators – Compensation

- 4.3.1. After more than three (3) consecutive days' absence of a Principal or Assistant Principal the teacher appointed to act in their place shall be paid retroactive to and including the first day an allowance equivalent to that of the administrator being replaced for the further duration of such absence or until a regular appointment is made.
- 4.3.2. Schools without an Assistant Principal position shall pay the teacher in charge sixty per cent (60%) of the Principal's allowance when the Principal is absent for greater than one (1) day.

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

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

continue, and if it continues, it is deemed to be a continuing designation.

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

4.5. Other Administrator Conditions

- 4.5.1. Minimum administrative appointments shall be as follows:
 - 4.5.1.1. Assistant Principal at ten (10) teachers;
 - 4.5.1.2. Additional Assistant Principals shall be appointed upon the request of the Principal where, in consultation with the Superintendent and School Division, the Superintendent and School Division deem it necessary.
- 4.5.2. A teacher appointed in-school to more than one position eligible for an allowance, shall only receive the higher allowance.
- 4.5.3. Directors and Assistant Directors shall work a twelve-month year and shall be entitled to an annual vacation of thirty (30) working days exclusive of statutory holidays. The dates of the annual vacation shall

be as mutually agreed between the Superintendent and the Director and the Assistant Directors. When a teacher employed as a Director or Assistant Director leaves the employ of the School Division, any unused vacation will be paid out based on the teacher's salary and allowance.

- 4.5.4. Effective September 1, 2023, in recognition of duties required to effectively operate a school including opening and closing a school during the summer, principals and assistant principals will be granted one (1) paid leave day per school year at a time mutually agreeable and approved by the Superintendent or designate. Unused days will not be subject to carry-over or payout.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

5.1.1. Full Day

5.1.1.1. *Effective until June 9, 2022, substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212.*

5.1.1.2. *Effective June 10, 2022 (0.50 % increase), substitute teachers' daily rates of pay will be \$201.00 plus six percent (6%) vacation pay of \$12.06 for a total of \$213.06.*

5.1.1.3. *Effective September 1, 2022 (1.25 % increase), substitute teachers' daily rates of pay will be \$215.72 plus two percent (2%) in lieu of benefits \$4.32 for a total of \$220.04.*

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

5.1.2. Half Day

5.1.2.1. *Effective until June 9, 2022, payment to substitute teachers for a half-day assignment shall be \$109.43 plus six percent (6%) vacation pay of \$6.57 for a total of \$116.00.*

5.1.2.2. *Effective June 10, 2022 (0.50 % increase), payment to substitute teachers for a half-day assignment shall be \$109.98 plus six percent (6%) vacation pay of \$6.60 for a total of \$116.58.*

5.1.2.3. *Effective September 1, 2022 (1.25 % increase), payment to substitute teachers for a half-day assignment shall be \$118.04 plus two percent (2%) in lieu of benefits \$2.36 for a total of \$120.40.*

5.1.2.4. *Effective September 1, 2023 (2.00% increase), payment to substitute teachers for a half-day assignment shall be*

\$120.40 plus two percent (2%) in lieu of benefits \$2.41 for a total of \$122.81.

- 5.1.3. *Effective June 10, 2022, increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.*

5.2. Commencement of Grid Rate

- 5.2.1. *Long term (four (4) or more consecutive days of instruction) substitutes in Elk Island Public Schools shall be paid 1/200 of their grid salary beginning on the third day providing the assignment is for four (4) days or longer for the same teacher.*

- 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. Substitute Teacher Injury on the Job

- 5.3.1.1. *If a substitute teacher is unable to work as a result of an injury incurred at the workplace, the School Division shall pay the teacher the per diem rate specified in clauses 5.1.1–5.1.3 for a maximum of 20 consecutive teaching days immediately following the injury, provided that the inability to work is verified by a physician chosen or approved by the School Division. It is understood that any related medical expenses incurred by a substitute teacher in accessing the verification by a physician of the School Division's choosing will be paid for by the School Division.*

5.3.2 Assignment

- 5.3.2.1 *The substitute teacher should not be assigned bus/playground supervision prior to morning classes on the first day of their assignment.*

6. PART TIME TEACHERS

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

6.2. Part-time Teachers Salaries

- 6.2.1. *Provisions of this agreement in respect of salary as per clause 3.2 shall be applicable to part-time teachers on a prorated basis, who shall receive only that portion of salary that the period of actual service in the year bears to a year of full-time service.*

6.3. Other Part-time Teacher Conditions

6.3.1. The maximum part-time teaching assignment shall be 0.95 FTE. Any assignment above 0.95 FTE shall be considered a full-time 1.00 FTE assignment.

6.3.2. A teacher under a part-time continuing contract working at a full-time 1.0 FTE for two consecutive years, may make application to the Superintendent or designate to have their part-time continuing contract converted to a full-time continuing contract.

6.4. Contiguous Assignment

6.4.1. The timetable for a teacher on a part-time contract shall be contiguous where practicable in consideration of school needs.

6.5. Alteration of Part-time Equivalent

6.5.1. Teachers on part-time continuing contracts shall not have their teaching assignment varied by more than 0.3 FTE without mutual agreement.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier and Premiums

7.1.1. *Coverage for plans provided in this clause shall be through the Alberta School Employee Benefit Plan, where applicable, or any other plan which is mutually agreed by both the School Division and the Association. The School Division shall contribute one hundred percent (100%) of the total required benefit premiums for group insurance programs in which teachers participate. The School Division shall arrange cost sharing of premiums in clauses 7.1 and 7.2 in such a fashion as to minimize taxable benefits to teachers.*

Effective September 1, 2022, references to Alberta HealthCare premiums are removed.

7.1.2. *It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the Alberta School Employee Benefit Plan will not be entitled to receive cumulative sick pay benefits during the period of eligibility.*

7.1.3. *The School Division shall contribute toward the premium cost of each participating teacher for the following Alberta School Employee Benefit Plans*

Extended Health Care Plan 1

Dental Care Plan 3

Vision Care Plan 3

Extended Disability Benefits Plan D

Life Insurance Plan 2

Accidental Death and Dismemberment Plan 2

- 7.1.4. *The School Division shall deduct from the monthly salary of each teacher an amount equal to the teacher's share of total required premiums for group insurance plans in which the teacher participates and shall remit payments for premiums to the appropriate companies.*
- 7.1.5. *All contributions by the School Division towards the cost of the insurance programs included in clause 7.1.1 shall be maintained only during the two (2) years from the date a teacher is in receipt of extended disability benefits. During this two (2) year period, teachers are required to provide their share of the payment to the School Division through automatic direct debit.*
- 7.1.6. *Teachers on School Division approved leaves in excess of thirty (30) calendar days may apply to continue their participation in the group insurance plans. Such participation shall be on the basis of the teacher paying the total premium costs involved and subject to any eligibility restrictions in the plans which may exist. Teachers approved to extend their benefit coverage while on such leaves of absence shall arrange payment of benefits by automatic direct debit.*

7.2. Group Benefits Eligibility

- 7.2.1. *In accordance with the provisions in clause 7.1.1, the School Division shall contribute toward the premium cost of each participating teacher for Alberta School Employee Benefit Plan (Life, Accidental Death and Dismemberment Plan 2 and Extended Disability Plan D). All teachers shall be members of these plans as a condition of employment.*
- 7.2.1.1. *Notwithstanding clause 7.2.1, where a teacher is in receipt of a pension under the Alberta Teachers Retirement Fund and participates in the Alberta School Employee Benefit Early Retiree package of group insurance (ASEBP's MyRetiree Plan), the teacher shall elect whether to participate in the School Division's package of group insurance plans or to remain in the Alberta School Employee Benefit Plan's package of group insurance plans.*

7.3. Health / Wellness Spending Account

- 7.3.1. *The School Division will establish, through a carrier of the School Division's choice, for each eligible teacher, a Health / Wellness Spending Account (HSA/WSA) that adheres to Canada Revenue Agency (CRA) requirements. Eligible teachers shall be on a continuing or probationary contract, or a temporary contract of at least five (5) months duration. The School Division will contribute annually \$750.00 per eligible teacher. The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the School Division will forfeit any remaining balance.*

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

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

- 8.3.1. *In each school the Principal shall allocate instructional time and other duties of teachers, in consultation with staff.*

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 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.*

8.5. Extracurricular

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

8.6. School Calendar

- 8.6.1. Teachers will not be required to render service for more than two hundred (200) days commencing the opening day of school in each school year exclusive of vacation periods, weekends and holidays.
- 8.6.2. Notwithstanding the preceding clause, administrators shall be responsible to organize their schools in order that the same are ready and able to operate.

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 Division 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 Fund

- 9.2.1. The School Division will provide \$218,000 on the first operational day of each year into a professional development fund of the Local Association. Funds will be administered by the local Association. The Local Association shall provide to the School Division at least twice each year no later than January 31 and June 30 a detailed reconciliation of the fund referencing the following:

- 9.2.1.1. Courses/Conferences
- 9.2.1.2. Name of attendees
- 9.2.1.3. Aggregate expenses
 - 9.2.1.3.1. Air travel
 - 9.2.1.3.2. Car rental
 - 9.2.1.3.3. Mileage
 - 9.2.1.3.4. Parking
 - 9.2.1.3.5. Accommodation
 - 9.2.1.3.6. Subsistence
 - 9.2.1.3.7. Conference registration costs
 - 9.2.1.3.8. Substitute teacher costs
 - 9.2.1.3.9. Other reasonable expenses

- 9.2.2. Elk Island Local 28 will provide the School Division a copy of PD Funds Committee frame of reference. When amendments are made, an amended copy of the frame of reference will be provided to the school division.

- 9.2.3. Expenses shall be limited to the above clauses.
- 9.2.4. The Division will be informed of the amount of any carry over funds to be expended in the following school year.

9.3. Professional Development Leave

9.3.1. *Teachers with three (3) or more years of service with the School Division may be granted leave of absence for a period of one (1) year to advance the academic or professional competence of the teacher.*

9.3.2. *A teacher eligible for leave of absence for the purpose of study shall receive:*

a) *seventy percent (70%) of salary plus continuation of School Division contribution to benefits, or*

b) *minimum salary on grid per category of teacher education plus continuation of School Division contribution to benefits, whichever is the greater of (a) or (b).*

The allowance payable shall be made in equal monthly installments on or before the second last business day of each month.

9.3.2.1. *The School Division favours the principle of granting three (3) leaves per year.*

9.3.3. *Professional development leave, as in clauses 9.3.1 and 9.3.2, shall be granted at the sole discretion of the School Division. Other professional development leaves, without pay, may be granted at the discretion of the School Division.*

9.3.4. *A teacher who is granted leave under clause 9.3.1 shall, as a condition, give an undertaking to serve the School Division in some educational capacity for a period of two (2) years following return from such leave, or if the leave is less than one (1) year, a period of up to twenty-four (24) months determined by multiplying each month of leave by two (2).*

10. SICK LEAVE / MEDICAL CERTIFICATES AND REPORTING

10.1. *In the first year of service with the School Division a teacher shall be entitled to sick leave to a total of twenty (20) teaching days, three (3) of which may be used to care for the teacher's sick child, parent or spouse.*

10.2. *During the second and subsequent years of service, annual sick leave for ninety 90 calendar days with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability. Five (5) of these days, which fall on school days within a school year, may be used to care for the teacher's sick child, parent or spouse.*

10.3. *A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to their full-time duty, be entitled to an*

additional sick leave benefit of ninety (90) calendar days. Prior to such return, the teacher may be required to provide at the request of the Superintendent, a medical certificate from a physician designated by the School Division stating that the teacher is medically able to resume service.

A teacher on disability leave who returns to work for less than six (6) months and goes back on sick leave for the same illness will reapply for Extended Disability Benefits, as administered by ASEBP.

10.4. Before any payment is made under the foregoing regulations, the teacher shall provide:

- a. Where the absence is for a period of four (4) days or less, a declaration, on a form to be provided by the School Division.*
- b. Where the absence is for a period of more than three (3) days, a certificate signed by a qualified medical or dental practitioner. This certificate shall be submitted within fifteen (15) calendar days. If the absence occurs after June 15, the certificate shall be submitted by June 30. Non-compliance shall result in loss of salary for the days absent in excess of the initial three (3) days.*
- c. Where a teacher has been absent for ten (10) or more teaching days and prior to return to work, a medical statement, if requested by the Superintendent, that the teacher is fit to return to work or a statement of the restrictions to be accommodated.*
- d. Where the absence extends for a period of one (1) month or greater, a further medical certificate, if requested by the School Division, every thirty (30) days for the duration of the absence.*
- e. When the School Division requires a teacher to attend to a medical examination provided by a qualified medical or dental practitioner designated by the School Division, all reasonable out-of-pocket expenses incurred by the teacher will be reimbursed by the School Division.*
- f. Costs of medical certificates, if requested by the School Division after thirty (30) days of absence, will be paid for by the School Division.*

10.4.1. In the event there is an epidemic or public health issue, the School Division may waive the requirement to provide a medical certificate as per clause 10.4(b). Notification will be provided to the Association if this occurs.

10.5. Where the School Division requires further medical information under an independent medical examination (IME) or a more extensive medical certificate to be filled out, the teacher and the Associate Coordinator—Collective Bargaining of Teacher Employment Services for the Association shall be notified.

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

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

11.2. Parental Leave

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

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

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

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

- 11.3.1. *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of eight (8) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per article 10.*
- 11.3.2. *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per article 10.*
- 11.3.3. *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The School Division shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3. *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the*

benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

- 12.1. *Leave for teachers shall be granted by the Superintendent for not more than three (3) days per school year for private business which could not otherwise be conducted outside of regular school hours. The first two (2) days of such leave shall be at full salary and benefits and the third day will be at full salary and benefits less the cost of a substitute. The cost of a substitute will be charged only if a substitute is required. Designated summer calendar break will not be extended except at the discretion of the School Division.*
- 12.2. *One (1) private business day, at full salary and benefits, not used in a year may be carried forward and used in the next year less the cost of a substitute, if a substitute is required.*

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.*

13.3.1. *A teacher elected to the role of Local President shall, in consultation with the school principal, access leave by 1/2 day, full day, or alternate arrangements to a maximum of 0.5 FTE, in order to perform the duties of the office.*

The Local shall reimburse the School Division for all such release time including salary and benefits.

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 their behalf while on secondment under this clause.*

Effective September 1, 2022

13.1. *The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this article by providing advance notice when possible and committing to making best efforts in resolving challenges.*

13.2. *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

13.3. *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per clause 13.1. Such leaves will not be unreasonably denied.*

13.4. *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.*

- 13.5. *During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on the teacher's behalf while on secondment under this clause.*

14. OTHER LEAVES

14.1. Compassionate Leave

- 14.1.1. *Leave necessitated by the critical illness or death of a spouse or child shall be granted with full salary as follows:*

- 14.1.1.1. *Up to and including five (5) school days for critical illness.*

In the event of a dispute concerning the interpretation, and/or application of 'critical illness' the judgment of the attending physician shall be held as final. Such certificate shall be presented within thirty 30 days of notification of dispute.

- 14.1.1.2. *Leave granted under clause 14.1.1.1 will terminate in the event of death of the spouse or child and the teacher will then be eligible for leave under clause 14.1.1.3.*

- 14.1.1.3. *Up to and including ten 10 school days for death.*

- 14.1.1.4. *The days of absence referred to in clauses 14.1.1.1 and 14.1.1.3 must be taken during the time of the actual occurrence of the critical illness or death unless approved otherwise by the Superintendent.*

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

- 14.1.2.1. *Up to and including five (5) school days for critical illness.*

- 14.1.2.2. *In the event of a dispute concerning the interpretation, and/or application of 'critical illness' the judgment of the attending physician shall be held as final. Such certificate shall be presented within thirty (30) days of notification of dispute.*

- 14.1.2.3. *Leave granted under clause 14.1.2.1 will terminate in the event of death of the relative, and the teacher will then be eligible for leave under clause 14.1.2.4.*

- 14.1.2.4. *Up to and including five (5) school days for death.*

14.1.2.5. *The days of absence referred to in clauses 14.1.2.1 and 14.1.2.3 must be taken during the time of the actual occurrence of the critical illness or death unless approved otherwise by the Superintendent.*

14.1.2.6. *Additional compassionate leave of absence, with full salary or with full salary less the cost of a substitute, due to unusual circumstances may be granted at the sole discretion of the School Division, or its delegates, upon application by the teacher.*

14.1.3. *Temporary leave of absence for one (1) full day with full salary shall be granted to attend the funeral of a grandparent, brother-in-law or sister-in-law if the funeral is on a school day.*

14.1.4. *Where travel is necessary, the normal commercial travelling time will be added to the leave.*

14.1.5. *A teacher serving as a pallbearer, eulogist, unpaid soloist or unpaid accompanist shall be granted leave with full salary for up to one (1) day once per school year.*

14.2. Leave for Child's Arrival

14.2.1. *A teacher is entitled to temporary leave of absence with full salary for not more than four (4) operational days for the birth or adoption of a child.*

14.3. Other Leaves of Absence

14.3.1. *Reasonable requests for leave of absence will be granted for:*

14.3.1.1. *professional activities*

14.3.1.2. *community activities*

14.3.1.3. *personal reasons*

14.3.1.4. *other reasons*

14.3.2. *Leave of absence granted above will be at one of:*

14.3.2.1. *full salary and benefits*

14.3.2.2. *full salary and benefits less the cost of a substitute*

14.3.2.3. *full salary and benefits subject to recovery from a third party*

14.3.2.4. *without salary, with benefits*

14.3.2.5. *without salary and without benefits*

- 14.3.3. *Application to the School Division or its delegates, for leave with pay shall be made prior to the leave being granted in all cases excepting emergency where such applications may be made within thirty (30) days subsequent to the leave. Designated school calendar breaks (spring, summer, fall and Christmas) will not be extended except at the discretion of the School Division.*
- 14.3.4. *Leave for personal reasons under 14.3.1.3 shall be leave without salary and if greater than thirty (30) calendar days, without benefits.*

15. GRIEVANCE PROCEDURE

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

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

Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.

- 15.5.1. When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
 - 15.6.1. The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. The party receiving the grievance has fifteen (15) operational days following the grievance meeting in 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.

Dated this ____ day of _____, 2024.

ALBERTA TEACHERS' ASSOCIATION
ELK ISLAND LOCAL NO 28

THE ELK ISLAND SCHOOL DIVISION

Chair, Negotiating Committee

Chair, Negotiating Committee

President, Elk Island Local No 28

Chair, Board of Trustees

Associate Coordinator—Collective Bargaining
Teacher Employment Services

Superintendent of Schools

LETTERS OF UNDERSTANDING—CENTRAL

LETTER OF UNDERSTANDING #1

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2

RE: INTERIM GRIEVANCE PROCEDURE

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

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

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

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

TRANSITION OF EXISTING GRIEVANCES

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

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

INTERIM GRIEVANCE PROCEDURE

- 15.1. *This procedure applies to differences:*
- 15.1.1. *about the interpretation, application, operation or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
 - 15.1.2. *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*
- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the Superintendent or designate and the Associate Coordinator—Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence/event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association or the School Division and shall contain the following:*
- 15.4.1. *the name(s) of the parties aggrieved;*
 - 15.4.2. *a statement of facts giving rise to the grievance;*
 - 15.4.3. *the article(s) of the agreement that are alleged to have been violated;*
 - and,*
 - 15.4.4. *the remedy or correction being sought.*
- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the school division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.*

- 15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the School Division and/or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three- (3-) member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three- (3-) member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*

15.14. *The arbitrator/arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator/arbitration board shall make any order they consider appropriate.*

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

15.15.1. *the School Division and the Association; and,*

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

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

15.16.2.3. *Within five (5) operational days of the meeting set out in 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 agreement, if the proclamation of the above noted legislation results in additional costs for teachers or school divisions, TEBA and the Association shall meet within 60 days to discuss the appropriate apportionment of costs.

LETTER OF UNDERSTANDING #6

EXPEDITED ARBITRATION (12 MONTH-PILOT)

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

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

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

LETTER OF UNDERSTANDING #7

DUTY TO ACCOMMODATE

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

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

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

LETTER OF UNDERSTANDING #8

DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

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

LETTER OF UNDERSTANDING #9
EXPERIENCE FORM

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

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

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience (Effective September 1, 2019)

Teachers shall:

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

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

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

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

Prior Experience

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

LETTERS OF UNDERSTANDING—LOCAL

LETTER OF UNDERSTANDING #10

SUBSTITUTE TEACHER CANCELLATION

Substitute teachers shall be given twelve (12) hours' notice for cancellation of an assignment. If a cancellation notice is not provided, the substitute teacher shall be paid by the division one half-day ($\frac{1}{2}$) of the cancelled assignment as per clause 5.1, if another assignment is not offered by the system call out.

LETTER OF UNDERSTANDING #11

PROPERTY PROTECTION

Where, as a result of maintaining order and discipline among students, a teacher who suffers damage to personal property may claim a reasonable reimbursement for financial loss. The Division may determine at its discretion the amount of reimbursement to a maximum of \$500.00 per teacher, upon receipt of proof of loss and an incident report.

***SUBSTITUTE TEACHERS
PILOT PROJECT***

A substitute teacher will receive a travel allowance of \$30 per day based on 60 kilometers one way at the following schools:

- a) Pleasant Ridge Colony
- b) A.L. Horton Elementary
- c) Vegreville Composite High School
- d) Bruderheim Elementary
- e) Lamont Elementary
- f) Lamont High School
- g) Mundare School
- h) Elk Island Youth Ranch Learning Centre
- i) Next Step Outreach – Vegreville

This allowance only applies to the first three (3) consecutive teaching days in the same teaching assignment unless otherwise determined solely by the School Division to continue. This provision does not apply to teachers fulfilling duties under probationary, interim, temporary, or continuous contract.

The pilot project will expire August 2025.