

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 PEACE WAPITI SCHOOL DIVISION

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024

Table of Contents

1.	APPLICATION / SCOPE	3
2.	TERM.....	5
3.	SALARY	8
4.	ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE	13
5.	SUBSTITUTE TEACHERS.....	16
6.	PART TIME TEACHERS.....	18
7.	GROUP BENEFITS.....	18
8.	CONDITIONS OF PRACTICE	21
9.	PROFESSIONAL DEVELOPMENT.....	23
10.	SICK LEAVE	27
11.	MATERNITY, ADOPTION AND PARENTAL LEAVE.....	28
12.	PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE.....	30
13.	ASSOCIATION LEAVE AND SECONDMENT	30
14.	OTHER LEAVES.....	32
15.	GRIEVANCE PROCEDURE	34
16.	EMPLOYMENT	37
	SIGNATURE PAGE	40
	<i>LETTERS OF UNDERSTANDING—CENTRAL</i>	41

This collective agreement between

The Peace Wapiti School Division
(hereinafter referred to as the “**Employer**”)

Party of the first part

and

The Alberta Teachers’ Association,
acting on behalf of the teachers employed by the Employer.
(hereinafter referred to as the “**Association**”)

Party of the second part

Is made on this _____ of _____, 20_____

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

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

WHEREAS certain terms and conditions of employment and salary have been the subject of negotiations between the parties, and;

WHEREAS the parties desire that these matters be set forth in an agreement to govern certain terms of employment of the teachers.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

1. APPLICATION / SCOPE

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

1.2. Excluded Positions

1.2.1. Any position containing the term Superintendent in its position title.

1.2.2. Any position containing the term Director in its position title.

- 1.3. *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4. *The Association is the bargaining agent for each bargaining unit and:*
 - 1.4.1. *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
 - 1.4.2. *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5. Role of TEBA**
 - 1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the Employers and to bind the Employers in any agreement with respect to central terms.*
 - 1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
 - 1.5.3. *For the purpose of bargaining collectively with the Association, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms.*
- 1.6. *The Employer retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7. *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8. *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9. *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10. *All provisions of this collective agreement shall be read to be gender neutral.*
- 1.11. Teacher Board Liaison Committee**

- 1.11.1. The Teacher Board Liaison Committee will meet with representatives of the Alberta Teachers' Association (ATA) Local to discuss matters of mutual concern and recommend to the Board or other Board committees matters requiring Board or Committee attention.
- 1.11.2. A Teacher Board Liaison Committee shall be maintained as outlined by Policy BCE-Board Committees Exhibit 1- Committee Terms of Reference.

2. TERM

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

2.2. List Bargaining

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

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

2.3. Central Matters Bargaining

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

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

2.4. Local Bargaining

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

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

2.5. Bridging

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

a) *a new collective agreement is concluded, or*

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

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

2.6. Meet and Exchange

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

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

2.7. Opening with Mutual Agreement

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

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

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

2.8.1. *As the Association is the bargaining agent for the teachers employed by the Employer. The Employer shall provide to the Association at least twice each year, no later than October 31st and March 31st, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on*

leaves of absence greater than five (5) months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.

2.8.2. *The Employer shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th 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 30th;*

2.8.2.2. *Health Spending Account (HSA) / Wellness Spending Account (WSA) / Registered Retirement Savings Plan (RRSP) utilization rates;*

2.8.2.3. *Most recent Employer financial statements;*

2.8.2.4. *Total benefit premium cost;*

2.8.2.5. *Total substitute teacher cost; and,*

2.8.2.6. *Total allowances cost.*

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

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

2.8.1.1. *name;*

2.8.1.2. *certificate number;*

2.8.1.3. *home address;*

2.8.1.4. *personal home phone number;*

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

2.8.1.6. *contract type;*

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

2.8.1.8. *salary grid placement*

Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five (5) months. Nothing in this Article

prevents the Employer from providing the information on a more frequent basis.

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

2.8.2.1. HSA / WSA / RRSP utilization rates;

2.8.2.2. Most recent Employer financial statements;

2.8.2.3. Total benefit premium cost;

2.8.2.4. Total substitute teacher cost;

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

2.8.2.6. Total other allowance cost; and

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

3. SALARY

3.1. Salary Pay Date / Schedule

3.1.1. The basic salary and allowances shall be paid to teachers through electronic transfer of funds on the twenty-third (23) day of every month except December when teachers shall be paid on the last teaching day of the month.

3.2. Grid

3.2.1. The amount of education and teaching experience computed as hereinafter provided shall together determine the basic salary rate for each teacher employed by the Employer.

3.2.2. Effective until June 9, 2022

Years of Experience	Years of Education		
	4	5	6
0	\$ 60,346	\$ 63,383	\$ 66,948
1	\$ 64,114	\$ 67,194	\$ 70,771
2	\$ 67,880	\$ 70,999	\$ 74,594
3	\$ 71,644	\$ 74,805	\$ 78,421
4	\$ 75,411	\$ 78,612	\$ 82,245
5	\$ 79,183	\$ 82,419	\$ 86,072
6	\$ 82,946	\$ 86,227	\$ 89,893

Years of Experience	Years of Education		
	4	5	6
7	\$ 86,713	\$ 90,034	\$ 93,719
8	\$ 90,477	\$ 93,845	\$ 97,546
9	\$ 94,253	\$ 97,651	\$ 101,370

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

3.2.3. Effective June 10, 2022 (0.50 % Increase)

Years of Experience	Years of Education		
	4	5	6
0	\$ 60,648	\$ 63,700	\$ 67,283
1	\$ 64,435	\$ 67,530	\$ 71,125
2	\$ 68,219	\$ 71,354	\$ 74,967
3	\$ 72,002	\$ 75,179	\$ 78,813
4	\$ 75,788	\$ 79,005	\$ 82,656
5	\$ 79,579	\$ 82,831	\$ 86,502
6	\$ 83,361	\$ 86,658	\$ 90,342
7	\$ 87,147	\$ 90,484	\$ 94,188
8	\$ 90,929	\$ 94,314	\$ 98,034
9	\$ 94,724	\$ 98,139	\$ 101,877

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

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

Years of Experience	Years of Education		
	4	5	6
0	\$ 61,406	\$ 64,496	\$ 68,124
1	\$ 65,240	\$ 68,374	\$ 72,014
2	\$ 69,072	\$ 72,246	\$ 75,904
3	\$ 72,902	\$ 76,119	\$ 79,798
4	\$ 76,735	\$ 79,993	\$ 83,689
5	\$ 80,574	\$ 83,866	\$ 87,583
6	\$ 84,403	\$ 87,741	\$ 91,471
7	\$ 88,236	\$ 91,615	\$ 95,365
8	\$ 92,066	\$ 95,493	\$ 99,259
9	\$ 95,908	\$ 99,366	\$ 103,150

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

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

Years of Experience	Years of Education		
	4	5	6
0	\$ 62,634	\$ 65,786	\$ 69,486
1	\$ 66,545	\$ 69,741	\$ 73,454
2	\$ 70,453	\$ 73,691	\$ 77,422
3	\$ 74,360	\$ 77,641	\$ 81,394
4	\$ 78,270	\$ 81,593	\$ 85,363
5	\$ 82,185	\$ 85,543	\$ 89,335
6	\$ 86,091	\$ 89,496	\$ 93,300
7	\$ 90,001	\$ 93,447	\$ 97,272
8	\$ 93,907	\$ 97,403	\$ 101,244
9	\$ 97,826	\$ 101,353	\$ 105,213

**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 1st, and February 1st.*
- 3.3.3. *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four (4) years education.*
- 3.3.3.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
- 3.3.3.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the Employer within sixty (60) operational days from the date of completion of education or commencement of employment.*

3.3.4.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in Article 3.3.2.*

3.3.4.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

3.4. Experience

Teachers shall:

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

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

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

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

3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*

3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*

3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1st and February 1st.*

Prior Experience

3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this Article.*

a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero (0) years of experience on the salary grid.*

b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*

c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

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

3.4.8. *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer certifying:*

a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*

b) *The position held while earning the experience was one that required a valid teaching certificate; and,*

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

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

Effective until June 9, 2022

3.4.10. *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure from the 2018-2020 Collective Agreement.*

Effective June 10, 2022, repeal 3.4.10

3.4.10. *Articles 3.4.6 through 3.4.9 of this clause 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 [i.e., Vocational / Career and Technology Studies (CTS)]*

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

- 3.5.1.1. *Teachers must present valid proof of education and experience, satisfactory to the Employer, prior to this evaluation.*
- 3.5.1.2. *This evaluation shall be conducted when a teacher is hired to teach a CTS or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.*
- 3.5.1.3. *A copy of the decision will be provided to the teacher.*

Effective until August 31, 2022

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

Effective September 1, 2022

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

3.6. Service Outside Calendar Days

- 3.6.1. A teacher who is directed to render service outside the calendar year, including new teacher orientation, by the superintendent, shall be paid one two-hundredth (1/200th) of the teacher's total annual salary, for each full day of work, or one four-hundredth (1/400th) of the teacher's total annual salary for each half (1/2) day of work.
 - 3.6.1.1. This clause does not apply to those teachers in receipt of an administrative allowance.
 - 3.6.1.2. New teachers required to attend teacher orientation will be placed on benefits effective that date.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations / Positions

- 4.1.1. In the event that a new position for which an allowance is to be paid is created during the contract period, the allowance to be paid with respect to that position shall be set by the Employer and the matter shall, if local teachers or the Employer decides, be a subject for negotiations in collective bargaining between the parties to this collective agreement.

4.2. Administration Allowances

4.2.1. Principal Allowances

4.2.1.1. *In addition to the basic salary, an administrative allowance shall be paid to a principal, and it shall be calculated in accordance with the following schedule based on the September 30th, Grade 1 - 12 student count, and the October 30th early childhood services (ECS) student count:*

4.2.1.2. *A basic allowance per year plus a ‘per student’ allowance as follows:*

Allowance Description	Effective until June 9, 2022	Effective June 10, 2022 0.50% Increase	Effective September 1, 2022 1.25% Increase	Effective September 1, 2023 2.00% Increase
Basic Allowance	\$ 13,982.00	\$ 14,052	\$ 14,228	\$ 14,513
<i>For each of the first 50 students of the school(s) enrollment</i>	\$ -	\$ -	\$ -	\$ -
<i>For each of the next 50 students enrolled (51–100)</i>	\$ 45.54	\$ 45.77	\$ 46.34	\$ 47.27
<i>For each of the next 200 students enrolled (101–300)</i>	\$ 37.10	\$ 37.29	\$ 37.75	\$ 38.51
<i>For each of the next 200 students enrolled (301–500)</i>	\$ 25.31	\$ 25.44	\$ 25.75	\$ 26.27
<i>For each student thereafter (501+)</i>	\$ 13.46	\$ 13.53	\$ 13.70	\$ 13.97

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

4.2.2. Assistant Principal Allowance

4.2.2.1. *The administrative allowance of an assistant principal shall equal one half (1/2) of the principal’s administrative allowance.*

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

4.2.3. Hutterite Colony Allowance

4.2.3.1. *In addition to the annual salary in clauses 3.2.2 to 3.2.5, a teacher employed by the Employer on a Hutterite Colony*

and designated by the Employer to receive an administrative allowance shall receive allowance to be pro-rated if the teacher is designated for less than a full year as follows:

Allowance Description	Effective until June 9, 2022	Effective June 10, 2022 0.50% Increase	Effective September 1, 2022 1.25% Increase	Effective September 1, 2023 2.00% Increase
Hutterite Colony Allowance	\$ 2,382.00	\$ 2,393.91	\$ 2,423.83	\$ 2,472.31

4.3. Acting / Surrogate Administrators – Compensation

- 4.3.1. The assistant principal shall be paid as a principal when the principal is absent for five (5) consecutive teaching days or more and a temporary assistant principal may be appointed. In such a case, the acting principal shall be paid effective the first day the principal is absent, and the acting assistant principal shall be paid from the day of appointment.
- 4.3.2. In a school where there is no assistant principal and the principal is absent for more than five (5) consecutive teaching days, a teacher shall be appointed acting principal and shall be paid according to clause 4.2.1.2 of the current collective agreement. In such a case, the acting principal shall be paid from the first day the principal is absent.
- 4.3.3. In a school where an assistant principal’s designation does not exist or where both the assistant principal and principal are absent from the school, a teacher shall be appointed to carry out administrative duties when the principal is absent from the school for the day. This shall apply up to a maximum of fifteen (15) days per school year and the daily rate of sixty dollars (\$60.00).
- 4.3.4. Where a principal is in charge of more than one (1) school only one (1) teacher shall be so appointed.

4.4. Teachers with Principal and Assistant / Vice Principal Designations

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

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

4.5. Administrator Lieu Days

- 4.5.1. Effective the beginning of the 2023-2024 School Year school-based administrators shall be responsible to organize their schools in order that the schools are ready for operation. In recognition of their responsibilities, each administrator is entitled to take two (2) days in lieu with pay and benefits.
- 4.5.2. The lieu day will be scheduled in consultation with the superintendent with consideration of the operational needs of the school and shall not adversely impact the operations of the school.
- 4.5.3. Unused lieu will not be subject to carryover or paid out if it is not used in the year for which it is earned.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

5.1.1. Full Day

- 5.1.1.1. *Effective until June 9, 2022, a substitute teacher shall, in accordance with the following schedule be paid a flat rate of*

\$216.72 including six per cent (6%) vacation pay of \$13.00 for a total of \$229.72 for each full day taught.

- 5.1.1.2. *Effective June 10, 2022 (0.50 % Increase), a substitute teacher shall, in accordance with the following schedule be paid a flat rate of \$217.80 including six per cent (6%) vacation pay of \$13.07 for a total of \$230.87 for each full day taught.*
- 5.1.1.3. *Effective September 1, 2022 (1.25% Increase), a substitute teacher shall, in accordance with the following schedule be paid \$233.76 plus two per cent (2%) in lieu of benefits \$4.68 for a total of \$238.43.*
- 5.1.1.4. *Effective September 1, 2023 (2.00% Increase), a substitute teacher shall, in accordance with the following schedule be paid \$238.44 plus two per cent (2%) in lieu of benefits \$4.77 for a total of \$243.20.*

5.3. Application of the Substitute Daily Rate for Partial Days

- 5.3.1. *Where a substitute teacher provides services for less than fifty per cent (50%) of the full day, the substitute teacher will receive, as calculated by the Employer, fifty per cent (50%) of the substitute daily rate, inclusive of any applicable vacation pay and / or general holiday pay.*
- 5.3.2. *Where a substitute teacher provides services for greater than fifty per cent (50%) of the full day, the substitute teacher will receive, as calculated by the Employer, one hundred per cent (100%) of the substitute daily rate, inclusive of any applicable vacation pay and / or general holiday.*
- 5.3.3. *Where a teacher on a part-time contract provides, in addition, services as a substitute teacher, the teacher will receive, as calculated by the Employer, the applicable portion of the substitute daily rate under clause s 5.1.3.1 or 5.1.3.2, as the case may be, inclusive of any applicable vacation pay and / or general holiday.*

5.4. Commencement of Grid Rate

- 5.4.1. **Number of days to go on grid:** *After four (4) consecutive school instructional days in relief of the same teacher, a substitute shall be paid one-two hundredth (1/200th) of the grid plan per day.*
- 5.4.2. *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.*

5.5. Other Substitute Teacher Conditions

- a) In the event that a substitute teacher's assignment is cancelled by the Employer and notice of such cancellation is not transmitted to the substitute teacher prior to 6:00 PM on the day prior to the assignment, the substitute teacher shall report to work as directed by the Employer and carry out those duties that are assigned to the substitute teacher by the Employer.
- b) The provisions of Article 5.3.1 (a) shall not apply where the cancellation of assignment is due to inclement weather, cancellation of classes, school closure for any reason, or if the affected substitute teacher refuses another assignment offered by the Employer for the same date as the cancelled assignment.

6. PART TIME TEACHERS

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

6.2. *Part-time Teachers Salaries*

6.2.1. *Part-time teachers shall receive the salary stipulated in this collective agreement on a pro-rated basis according to the percentage of time worked.*

6.3. *Part-time Teachers Benefits and Proration*

6.3.1. *Part-time teachers shall receive the benefits stipulated in this collective agreement on a pro-rated basis according to the percentage of time worked.*

7. GROUP BENEFITS

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

7.1.1. *When enrollment and other requirements for group participation in various Health Insurance plans have been met, the Employer will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.*

7.1.2. *The Employer shall contribute towards the costs of the various premiums as follows:*

7.1.2.1. *Alberta School Employee Benefit Plan (ASEBP) Plan D (Extended Long-Term Disability) Plan 2A (Life, Accidental Death, and Dismemberment): one hundred per cent (100%) of each full-time teacher's monthly premium.*

7.1.2.2. *ASEBP Extended Health Care Plan 1: one hundred per cent (100%) of each full-time teacher's monthly premium.*

7.1.2.3. ASEBP Dental Care Plan 3C: one hundred per cent (100%) of each full-time teacher's monthly premium.

7.1.2.4. Vision Care Plan 3: one hundred per cent (100%) of each full-time teacher's monthly premium.

7.2. Group Benefits Eligibility

7.2.1. Subject to the provisions of the ASEBP master policies all teachers on contract shall be required to join the ASEBP and all teachers presently enrolled in the Plan shall maintain enrollment as a condition of employment with the Employer.

7.2.2. Notwithstanding clause 7.2.1 it is understood that a teacher may be exempted from participation in the aforementioned plans where they received coverage elsewhere or has opted out pursuant to the Plan. Where a married couple is employed by the same Employer, the premium contributions shall be on a family basis.

7.2.3. Teachers on contract for less than the full school year or less than the full school day, on a regular basis, shall receive pro-rated payments based on the percentage of days or time taught.

7.3. Health Spending Account (HSA) / Registered Retirement Savings Plan (RRSP) (Effective until December 31, 2020)

7.3.1. The annual contribution to the HSA is \$725 annually.

7.3.1.1. The Employer contribution will be contributed in equal monthly installments, prorated to the teacher's FTE.

7.3.2. On date of hire or before August 15th of each year, eligible teachers may choose to direct the next school year's annual amount to a Group RRSP which is identified by the Employer. If no choice is made by the teacher within the timeframe above, contributions will be made to the HSA.

7.3.3. Teachers hired after October 31st, during the balance of that school year, shall have one-twelfth (1/12th) of the annual contribution directed to the HSA or RRSP for each complete month of service. The choice between the HSA or RRSP must be made at the time of hire and the same direction shall apply for the balance of the school year.

7.3. Combined HSA /Wellness Spending Account (WSA) / RRSP (Effective January 1, 2021, the following repeals and replaces clause 7.3 above)

7.3.1. The annual contribution to the combined HSA / WSA is \$725.00.

7.3.2. On date of hire or before August 15th of each year, eligible teachers may choose to direct the next school year's annual amount to a Group

RRSP which is identified by the Employer. If no choice is made by the teacher within the time frame above, contributions will be made to the HSA.

7.3.2.1. Effective October 22, 2020, no new applicants to the Group RRSP will be permitted. Teachers on the Group RRSP as of September 1, 2020, may continue to elect to remain as participants in the Group RRSP as set out in clause 7.3.2. However, should an eligible teacher decide to participate in the combined HSA / WSA clause 7.3.1, that teacher's eligibility to access the Group RRSP will cease immediately.

7.3.3. The Employer contribution will be contributed in equal monthly installments, prorated to the teacher's FTE.

7.3.4. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.

7.4. Other Group Benefits

7.4.1. Payments toward benefit plans by the Employer shall permit the Employer to retain and not pass on to teachers any rebates of employment insurance premiums.

7.4.2. Provided it is consistent with the provisions of the Income Tax Act, the Employer's contributions under this Article will be applied in such a manner that the taxable benefits for each individual will be reduced to as minimal level as possible among those benefits in which the individual is enrolled and applied in the following order:

- a) Extended (Long Term) Disability*
- b) Extended Health Care*
- c) Dental Care*
- d) Vision Care*
- e) Accidental Death and Dismemberment*
- f) Life Insurance*

7.5. Northern Benefits

7.5.1. Northern Travel Benefit:

7.5.1.1. For those teachers who inform the Employer that they are eligible and for purposes of this collective agreement, \$4,000.00 of the annual salary as set out in clause 3.2.2 of this collective agreement shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by

CRA and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the employer and shall be in accordance with the provisions set by CRA.

7.5.1.2. **NOTE:** *The Association has provided a letter stating that the Appeals Division of Canada Customs and Revenue Agency has upheld the rights of teachers to claim the Northern Travel Benefit for 1996 and 1997. It is appropriate for the Employer to continue reporting the Northern Travel Benefit amounts on teachers T4s.*

7.5.1.3. *For those teachers who inform the Employer that they are eligible and for purposes of this collective agreement, \$2,000.00 of the annual salary as set out in clause 3.2.2 of this collective agreement shall be considered to be a Northern Medical Travel Assistance Benefit paid in a designated area as defined by CRA and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the employer and shall be in accordance with the provisions set by CRA.*

7.6. Damage to Personal Property

7.6.1. Where, as a result of the performance of their instructional duties or maintaining order and discipline among students, and having made reasonable efforts to protect their property, a teacher suffers damage or destruction to personal property required to perform said duties, the teacher shall be entitled to receive reasonable compensation for financial losses incurred.

7.6.2. The Employer shall determine the amount of compensation upon being provided with such documentation as may be required.

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

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

8.1.2. *Effective September 1, 2022, teacher instructional time will be capped at 916 hours per school year commencing the 2022-2023 school year.*

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

8.2. Assignable Time Definition

- 8.2.1. *Assigned Time is defined as the amount of time that Employers assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
- a) *operational days (including teachers' convention);*
 - b) *instruction;*
 - c) *supervision, including before and after classes, transition time between classes, recesses, and lunch breaks;*
 - d) *parent teacher interviews and meetings;*
 - e) *Employer and school directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3;*
 - f) *staff meetings;*
 - g) *time assigned before and at the end of the school day;*
 - h) *other activities that are specified by the Employer to occur at a particular time and place within a reasonable workday.*
- 8.2.2. *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by Employers. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*
- 8.2.3. *Time spent traveling to and from professional development opportunities identified in clause 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*
- a) *The teacher is being provided any other pay, allowances, or a per diem for that travel time (excluding any compensation provided for mileage).*
 - b) *The actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.*
 - c) *The time is spent traveling to and from the teacher's annual convention.*

8.3. Duty Free Lunch

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

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

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

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

8.4. Extracurricular Activities

8.4.1. The parties recognize the value of extracurricular activities including the participation of teachers. However, teacher participation in extracurricular activities is voluntary.

9. PROFESSIONAL DEVELOPMENT

9.1. Teacher Professional Growth Plan

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

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

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

9.2. Professional Improvement Leave and Professional Development Funds

9.2.1. *A minimum of one (1) professional improvement leave will be granted by the Employer to applicant teachers who qualify according to the provisions listed below.*

9.2.2. *Professional improvement leave may be granted for the purpose of study to improve academic or professional education subject to the following conditions which shall be the only conditions governing an approved professional improvement leave. Upon completion of a professional improvement leave, a teacher shall provide satisfactory evidence to the Employer regarding attendance and completion of studies.*

- 9.2.2.1. *The teacher must have at least five (5) years' service with the Employer before an application for professional improvement leave for study will be entertained.*
- 9.2.2.2. *The Employer shall retain the right to designate teachers for professional improvement leave with less than five (5) years' service only in those special cases where the Employer deems it necessary to increase the educational standards of teachers for specialist purposes.*
- 9.2.2.3. The professional improvement leave grant payable is the amount which is in effect at the time of signing the individual professional improvement leave contract. The teacher will receive a grant based on years of service with the Employer as per the following schedule:

Years of Service	Effective Sept. 1, 2016
Six (6) years or less	\$33,405.00
Seven (7) years	\$33,862.00
Eight (8) years	\$34,312.00
Nine (9) years	\$34,761.00
Ten (10) years or more	\$35,209.00

No allowances shall apply to a teacher on professional improvement leave.

- 9.2.2.4. *If the professional improvement leave is for a period less than a school year the teacher will receive an amount equal to the number of school operational days deducted from the teacher's salary for professional improvement leave over 200 x the schedule in clause 9.2.2.3. No allowances shall apply to a teacher on professional improvement leave.*
- 9.2.2.5. *For the purpose of professional improvement leave applied for under clause 9.2.2.4:*
 - a) *The application shall be made not less than ninety (90) days prior to commencement of such leave,*
 - b) *The Employer shall notify the applicant of the decision within sixty (60) days of receiving the application, and*
 - c) *The teacher obligation of service to the Employer as specified in clause 9.2.2.7 or repayment as specified in clause 9.2.2.8 shall be prorated in the same manner of granting the leave under clause 9.2.2.4.*

- 9.2.2.6. *A teacher taking professional improvement leave shall retain their position of seniority. A teacher returning from professional improvement leave shall have the choice of initial placement in their school if the same school still exists. The returning teacher shall notify the superintendent of their choice by May 1st of the year in which their leave expires.*
- 9.2.2.7. *A teacher must not resign or retire from service to the Employer until at least two (2) years after professional improvement leave has expired.*
- 9.2.2.8. Should a teacher by mutual consent resign or retire from the service of the Employer before the completion of two (2) years of service following such leave, payment with interest of sabbatical leave salary shall be made to the Employer on a pro rata basis. This interest will be determined at prime bank interest rate at the time of granting the sabbatical leave, said interest to be charged from the date of termination.
- 9.2.2.9. *Written application for professional improvement leave must be made before February 15th of the year for which leave is requested.*
- 9.2.2.10. *Employer consent will be given on or shortly before March 31st, of that year.*
- 9.2.2.11. *Any teacher hired to take the place of a teacher who is on professional improvement leave shall be informed prior to their employment if their employment in that position is for one (1) year only.*
- 9.2.2.12. *An experience increment pursuant to clause 3.4 will not be granted for salary purposes under this clause for any teacher taking professional improvement leave for that period of time the leave is being exercised.*
- 9.2.2.13. Professional Improvement Leave grant monies not successfully applied for in any given year will be carried forward in a Professional Development Fund to a maximum of \$53,002.00. Effective September 1, 2023, the maximum Professional Development Fund amount shall be \$97,826.

Professional Development Fund rules of eligibility, qualification, and reimbursement:

1. Eligible teachers will hold a continuous contract with the Employer.

2. a) Tuition cost for up to one (1) fulltime accredited course per teacher per year will be approved, to a maximum of \$2,000.00 per course.

b) Individual Professional Development activity expenses up to \$1,500.00 per teacher per school year.
3. Applications must be submitted to the superintendent by October 15th.
4. Individual Professional Development applications must align with the teacher's professional growth plans and will be reviewed by the teacher's school-based administrator.
5. Successful applicants will be advised within thirty (30) days of the submission of their application.
6. Courses and Individual Professional Development activities considered for approval must be sufficiently related to the teachers' professional practice with the Employer as determined by the superintendent. If the Fund is oversubscribed, the superintendent will determine eligibility based upon the needs of the Employer.
7. If after November 15th all funds have not been successfully applied for; teachers may make application for reimbursement of a second course providing the total of the two (2) courses does not exceed two-thousand dollars (\$2,000.00).
8. Should there be any remaining Professional Development Funds after November 15th, additional applications for Individual Professional Development Activities will be considered up to sixty (60) days prior to the date of the professional development activity.
9. Application for reimbursement for approved courses must be submitted with proof of successful completion of the pre-approved course no later than August 1st, of the year following the pre-approval. (Extensions to this deadline may be granted by the superintendent upon written request from the teacher).
10. Application for reimbursement of an approved Individual Professional Development Activity must be submitted with proof of successful completion of the pre-approved activity no later than thirty (30) calendar days following the activity. (Extensions to this deadline may be granted

by the superintendent upon written request from the teacher).

9.3. Division Inservice Development

- 9.3.1. School-based teachers required by the Employer to develop and present at Divisional staff development or in-service days shall receive a two hundred dollars (\$200.00) additional credit toward an Individual Professional Development Activity application or curricular resource. These credits shall be in addition to the provision of *clause* 9.2.2.13 and shall be held for the teacher at their school site for a maximum of two (2) school years.

10. SICK LEAVE / MEDICAL CERTIFICATES / REPORTING

- 10.1. *Sick leave granted under Article 10 shall be granted for the teachers' personal medical or dental treatment, accident, disability, or sickness.*
- 10.2. *During the first year of employment, the statutory sick leave of twenty (20) days shall apply.*
- 10.2.1. *If the teacher is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness for a period or periods exceeding the statutory sick leave entitlement, they shall be paid their salary to the extent of the accumulated sick leave which shall then be reduced accordingly.*
- 10.3. *At the beginning of the second year of continuous employment with the Employer, and provided continuity of employment is not broken, a teacher shall be granted ninety (90) calendar days of sick leave credits. All accumulated but unused sick leave shall be cancelled.*
- 10.3.1. *After the beginning of the second full school year of continuous employment, a teacher who has been absent on sick leave and returns to regular duties shall have the ninety (90) calendar day sick leave entitlement reinstated. However, in instances where the teacher has been continuously absent for a period of thirty (30) or more calendar days, reinstatement of the sick leave entitlement shall be made contingent upon the teacher providing a medical certificate, signed by a medical doctor prior to the date of return, verifying that the teacher is able to return to work on a continuing basis. In addition, the ninety (90) calendar days shall not be reinstated until the teacher has been actively at work for twenty consecutive teaching days unless the absence is a result of a new medical condition supported by a certificate signed by a medical practitioner.*
- 10.4. *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability, or sickness for a period of more than three (3) consecutive teaching days may be required to present a medical certificate signed by a medical doctor.*

- 10.5. *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall be required to present a signed statement giving the reasons for such absence.*
- 10.6. *The Employer shall be entitled at any time to require a medical examination by a doctor selected and paid for by the Employer.*
- 10.7. *In cases of prolonged illness the Employer shall provide its share of the insurance premiums under Article 7 for a minimum of two (2) years or the number of years the teacher has been employed by the Employer to a maximum of ten (10) years prior to the teacher accessing Extended Disability Benefits.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

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

11.2. Parental Leave

- 11.2.1. *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*

- 11.2.2. *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3. *The teacher shall give the Employer at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4. *The teacher may terminate the leave at any time. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5. *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6. *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one (1) teacher or shared by both teachers. In any case, the Employer may grant but is not required to grant parental leave to more than one (1) parent of the child at the same time.*

11.3. Salary and Benefit Premium Payment Health Related

- 11.3.1. *The Employer shall top up Supplementary Employment Benefits (SEB) to one hundred per cent (100%) of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of six (6) to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2. *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3. *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. *The Employer shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in Article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The Employer shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The HSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA during this time.*

11.4. Benefit: Prepayment or Repayment of Premiums During Unpaid Portion of Leave

- 11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Employer prepay one hundred per cent (100%) of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3. *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Employer portion of the benefit premiums.*
- 11.4.4. *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5. *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums and shall reimburse the Employer upon receipt of an invoice.*
- 11.4.6. *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE

- 12.1. *A leave of absence, shall be granted by the superintendent, having due regard to all circumstances and interests of a school and / or the school system for up to four (4) days per school year. The first of these days shall be at full salary and the remaining three (3) days at full salary less the cost of a substitute for each day.*
- 12.2. *Contracts of less than the full school year, leave entitlement shall be based on the pro-rata portion of full-time employment in the school year.*
 - 12.2.1. *One (1) day of Personal Leave at no cost, per school year. If unused, this day may be carried forward to the maximum of two (2) days in any school year.*
 - 12.2.2. *Three (3) days of Personal Leave per school year at the cost of a substitute teacher per day. No carry forward of these days.*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

- 13.1. *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.2. *Upon written request to the superintendent or designate, the Employer may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Employer. The Association will reimburse the Employer as per clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3. *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.*
 - 13.3.1. *A general leave of absence shall be granted to the officers of Local 6. The maximum number of days granted to the Local shall not exceed forty (40) days per school year. The cost of the substitute teachers to be paid by the Local.*
- 13.4. *During such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on the teacher's behalf while on secondment under this clause.*

Effective September 1, 2022

- 13.1. *The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this clause by providing advance notice when possible and committing to making best efforts in resolving challenges.*
- 13.2. *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

- 13.3. *Upon written request to the superintendent or designate, the Employer may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Employer. The Association will reimburse the Employer as per clause 13.1. Such leaves will not be unreasonably denied.*
- 13.4. *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.*
- 13.5. *During such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on the teacher's behalf while on secondment under this Article.*

14. OTHER LEAVES

14.1. Critical Illness, Death And Funeral Leave

- 14.1.1. *A teacher shall be entitled to leaves under this Article in accordance with their full-time equivalent assignment. A teacher is entitled to a leave of absence with pay and such leave is deemed to be an authorized absence approved by the Employer pursuant to the Education Act, where such teacher is absent for:*
- 14.1.2. *Not more than six (6) days due to critical illness or death of a spouse, child, parent, or parent-in-law plus any required traveling time not exceeding two (2) days.*
- 14.1.3. *Not more than two (2) days due to death and one (1) day due to critical illness of a grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, plus any required traveling time not exceeding two (2) days.*
- 14.1.4. *Not more than one (1) day to attend the funeral of an aunt, uncle, niece, or nephew, plus any required traveling time not exceeding two (2) days.*
- 14.1.5. *Not more than one (1) day to attend the funeral of a friend at the cost of a substitute teacher.*
- 14.1.6. *Critical illness shall be interpreted as a person in critical condition supported by medical documentation.*

14.2. Family Medical Leave

- 14.2.1. *A teacher shall be entitled to leaves under this Article in accordance with their full-time equivalent assignment. A teacher is entitled to a leave of absence with pay and such leave is deemed to be an authorized absence approved by the Employer pursuant to the Education Act, where such teacher is absent for:*
- 14.2.2. *Not more than five (5) days in a school year for attending to the medical needs of a spouse, child, or member of the teacher's household where such needs are urgent and require the services of a practitioner. The first two (2) days are with full pay. The third and subsequent days shall be with full pay less the cost of a substitute teacher.*

14.3. Jury Duty: *Leave of absence without loss of salary shall be granted:*

- 14.3.1. *For jury duty or any summons thereto:*
- 14.3.2. *To answer a subpoena to attend as a witness in a court of law in the Province of Alberta or in the Province of British Columbia if the teacher lives in British Columbia and teaches in Alberta, provided the teacher is not charged with any offense.*
- 14.3.3. *To answer a subpoena to attend as a witness in a court of law in Canada, provided the teacher is not charged with any offence.*
- 14.3.4. *The teacher shall remit any witness fee or jury stipend set by the court.*

14.4. Inclement Weather:

- 14.4.1. *Not more than three (3) days per school year at the cost of a substitute teacher. Leave of absence shall be granted where a teacher is absent because, despite reasonable effort, the teacher is unable to travel to their school from their usual place of residence because of:*
- a) *inclement weather;*
 - b) *impassable road condition; or*
 - c) *the failure of transportation facilities other than the teacher's own.*
- 14.4.2. *If the teacher is unable to travel to their school but is able to attend at another PWSO School or Central Office, there will be no deduction of the cost of a substitute teacher.*

14.5. Parental Leave

- 14.5.1. *Not more than two (2) days with pay in a school year for attending the birth of his child.*
- 14.5.2. *Not more than two (2) days with pay in a school year for the adoption of a child.*

14.6. General Discretionary Leave

- 14.6.1. Additional leaves of absence may be granted by the Employer with or without pay and or benefits, at the sole discretion of the superintendent or designate.

15. GRIEVANCE PROCEDURE

Subject to Letter of Understanding on Interim Grievance Procedure, current Articles 15 and 16 from the 2018-2020 Collective Agreement apply until date of ratification of local agreements.

15.1. *This procedure applies to differences:*

15.1.1. *about the interpretation, application, operation, or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*

15.1.2. *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*

15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*

15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the superintendent or designate and the Associate Coordinator- Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*

15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the Employer, and shall contain the following:*

15.4.1. *the name(s) of the parties aggrieved;*

15.4.2. *a statement of facts giving rise to the grievance;*

15.4.3. *the Article(s) of the agreement that are alleged to have been violated; and,*

15.4.4. *the remedy or correction being sought.*

15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the Employer, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.*

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

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

15.16. TEBA Involvement in Grievance Proceedings

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

15.17. Optional Mediation Process

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

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

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

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

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

15.18. Administration

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

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

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

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

16. EMPLOYMENT

16.1. Information And Files

- 16.1.1. Upon request a teacher shall have access to their personnel file provided an individual identified as occupying an excluded position as identified in clause 1.2 is present. Upon request, the teacher shall be entitled to a copy of any document(s) in the file provided they pay the Employer for the cost of reproducing the document(s).

16.2. Subrogation

- 16.2.1. Interpretation:

- 16.2.1.1. **Cost of Absence** means the total remuneration paid by the Employer during a period when the teacher was absent from work.
- 16.2.1.2. **Interest** means interest calculated in accordance with the provisions of the Alberta *Judgment Interest Act*, RSA 2000, c.J-1, and amendments and regulations thereto.
- 16.2.1.3. **Judgement or Settlement** means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
- 16.2.1.4. **Remuneration** means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.
- 16.2.1.15 **Teacher** means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian of the estate of the deceased teacher.

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

- 16.2.2.1. the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;
- 16.2.2.2. the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
- 16.2.2.3. the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a

solicitor (including the teacher's solicitor) to recover the cost of absence;

- 16.2.2.4. the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
 - 16.2.2.5. the teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
 - 16.2.2.6. upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
 - 16.2.2.7. the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
 - 16.2.2.8. the Employer's consent to settlement shall not be unreasonably withheld.
- 16.2.3. When as a result of judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to all the cost of absence, the teacher shall, as of the date of settlement or judgement, pay the full cost of absence recovered to the Employer plus interest.
- 16.2.4. When as a result of a judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall, as of the date of judgement or settlement, pay to the Employer, the amount of the cost of absence recovered plus interest.
- 16.2.5. The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this clause 17.2.
- 16.2.6. In exercising any of its rights under clause 17.2, the Employer shall have due regard for the interests of the teacher.

16.3. Job Postings

- 16.3.1. All available positions will open for application from teachers currently employed by the Employer.

SIGNATURE PAGE

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

On the behalf of the Association

Signed on _____, 2024

On the behalf of the Employer

Signed on _____, 2024

Name
Title

Board Chair

Name
Title

Negotiating Committee Chair

Name
Title

Trustee

Name
Title

LETTERS OF UNDERSTANDING—CENTRAL

LETTER OF UNDERSTANDING #1

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2

RE: INTERIM GRIEVANCE PROCEDURE

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

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

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

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

TRANSITION OF EXISTING GRIEVANCES

1. *For grievances filed under Article 15 (Central Grievance Procedure) of 2018–2020 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 2018-2020 teacher collective agreements prior to February 1, 2022, the Employer and the Association will meet no later than March 31, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
 - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
 - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

INTERIM GRIEVANCE PROCEDURE

- 15.1. *This procedure applies to differences:*

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

- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the superintendent or designate and the Associate Coordinator-Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the Employer, and shall contain the following:*

 - 15.4.1. *the name(s) of the parties aggrieved;*
 - 15.4.2. *a statement of facts giving rise to the grievance;*
 - 15.4.3. *the Article(s) of the agreement that are alleged to have been violated; and,*
 - 15.4.4. *the remedy or correction being sought.*

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

- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator / arbitration board is final and binding on:*
- 15.15.1. *The Employer and the Association; and,*
- 15.15.2. *Teachers covered by the collective agreement who are affected by the award.*

15.16. TEBA Involvement in Grievance Proceedings

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

15.17. Optional Mediation Process

- 15.17.1. *The parties may mutually agree at any point in the Grievance Procedure to engage in a non-binding mediation process to attempt to resolve the grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.*
- 15.17.2. *The mediator shall be appointed by mutual agreement of the parties and the expenses of the mediator shall be equally borne by the parties. If the parties cannot reach agreement on a mediator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.17.3. *The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and / or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an arbitration board for resolution.*
- 15.17.4. *In the event the grievance cannot be resolved, the mediator may issue a report including a non-binding recommendation for settlement.*

15.18. Administration

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

LETTER OF UNDERSTANDING #3

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING # 4

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

LETTER OF UNDERSTANDING #5

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING #6

EXPEDITED ARBITRATION (12 MONTH-PILOT)

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

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

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

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

LETTER OF UNDERSTANDING #7

DUTY TO ACCOMMODATE

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

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

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

LETTER OF UNDERSTANDING #8

DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

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

LETTER OF UNDERSTANDING #9

EXPERIENCE FORM

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 Employee.,

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 Article 3.4.4) _____

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

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

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

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

3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*

- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

Prior Experience

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

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

LETTER OF UNDERSTANDING #10

ADMINISTRATIVE PROCEDURE (ASSIGNMENT APPEAL)

An Administrative Procedure will be created for a process to appeal an assignment of duties which the teacher deems not pedagogically or functionally appropriate and / or creates conditions in which limits their ability to render service.

LETTER OF UNDERSTANDING #11

ADMINISTRATIVE PROCEDURE (DEFERRED SALARY LEAVE PROGRAM)

Prior to the end of the 2023-2024 School Year the Employer will implement an Administrative Procedure to establish a deferred salary leave program consistent with Canada Revenue Agency (CRA) guidelines.

The Administrative Procedure will include that a teacher returning from deferred salary leave will be provided their former position if practicable or a comparable position.

LETTER OF UNDERSTANDING #12
COLONY SCHOOL SITE SAFETY INSPECTION

For the 2023-2024 School year, each Colony school site will have a safety inspection conducted by the Director of Facilities (or designate) who will be accompanied by the superintendent and any deficiencies will be reported to the Employer in a timely manner.

LETTER OF UNDERSTANDING #13

SUBSTITUTE SHORTAGE

During the 2023-2024 School Year, at least two (2) representatives from the Employer, and at least two (2) representatives from the ATA Local shall meet to discuss and advance recommendations regarding options to address the substitute teacher shortage throughout The Peace Wapiti School Division. The recommendations advanced through the committee shall inform the parties of potential evidence-based solutions that could be negotiated during the next round of local bargaining.

LETTER OF UNDERSTANDING #14

SAVANNA SCHOOL

1. The Alberta Teachers' Association (the Association) recognizes on a without prejudice basis the unique circumstance at Savanna School regarding the principal position.
2. While the duties of the principals are outlined in section 197 of the *Education Act*, it is understood that these duties are currently divided relatively equally between two members and the allowance as outlined in clause 4.2.1.3 of the collective agreement is divided 50 per cent per administrator. In the event the current delineation of duties changes as the result of long-term leave and one of the members no longer continues in this arrangement, the other member will continue in the role, assume all the duties of the principal and be in receipt of 100 per cent of the allowance.
3. The Association, on a without prejudice basis, can support this. However, the Association's understanding is that this situation is a voluntary arrangement between two members. The Association understands that if either member wishes not to continue this arrangement, they can cease their participation in this arrangement.
4. The Association understands that the members who agree to this situation at Savanna School, do so on a voluntary basis and without it impacting clause 4.4 Teachers with Principal Designations of the collective agreement.
5. This agreement shall remain in effect and have full force until such time that:
 - a) the parties mutually agree to terminate the agreement, or
 - b) the unique circumstance at Savanna School regarding the principal position changes the primary conditions of this agreement. The party choosing to terminate or renegotiate the contents must give the other party 30 operational days' notice of their intent to end or alter the agreement.