

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 RIVER SCHOOL DIVISION

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024



TABLE OF CONTENTS

1. APPLICATION / SCOPE 3

2. TERM 4

3. SALARY 7

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE 13

5. SUBSTITUTE TEACHERS 16

6. PART TIME TEACHERS 17

7. GROUP BENEFITS 17

8. CONDITIONS OF PRACTICE 19

9. PROFESSIONAL DEVELOPMENT 21

10. SICK LEAVE 23

11. MATERNITY, ADOPTION AND PARENTAL LEAVE 24

12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE 26

13. ASSOCIATION LEAVE AND SECONDMENT 26

14. OTHER LEAVES 28

15. GRIEVANCE PROCEDURE 29

16. EMPLOYMENT 32

SIGNATURE PAGE 35

LETTERS OF UNDERSTANDINGS: CENTRAL 36

LETTERS OF UNDERSTANDING: LOCAL 53

This collective agreement is made this day of month 2023 between The Peace River School Division (“School Division”) and The Alberta Teachers’ Association (“Association”).

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

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

WHEREAS the terms and conditions of employment and the salaries of the teachers have been the subject of negotiation between the parties; and

WHEREAS the parties desire that these matters be set forth in an agreement,

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

1. APPLICATION / SCOPE

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

1.2. Excluded Positions

The superintendent of schools, deputy superintendent, assistant superintendent, and supervisors are excluded from this collective agreement.

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

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

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

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

1.5. Role of TEBA

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

2. TERM

- 2.1. *The term of this collective agreement is September 1, 2020 to August 31, 2024. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2024.*
- 2.2. **List Bargaining**
 - 2.2.1. *Negotiations regarding the list of central and local matters must commence not less than six (6) months and not more than eight (8) months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*
 - 2.2.2. *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*
- 2.3. **Central Matters Bargaining**
 - 2.3.1. *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding Section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the*

Association must be served not less than fifteen (15) days and not more than thirty (30) days after the central matters and local matters have been determined.

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

2.4. Local Bargaining

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

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

2.5. Bridging

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

- a) *a new collective agreement is concluded, or*
- b) *a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*

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

2.6. Meet and Exchange

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

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

2.7. Opening with Mutual Agreement

- 2.7.1. *The Association and TEBA may at any time by mutual agreement negotiate*

revisions to the central matters contained in this collective agreement. Any such revisions shall become effective from such date as shall be mutually agreed upon by the Association and TEBA.

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

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

2.8.1. *As the Association is the bargaining agent for the teachers employed by the School Division, the School Division shall provide to the Association at least twice each year, no later than October 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 School Division will identify teachers on leaves of absence greater than five (5) months. Nothing in this article prevents the School Division from providing the information on a more frequent basis.*

2.8.2. *The School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 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 School Division 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 School Division, each School Division 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 School Division employees who are members of the Association and include the following items for each teacher:*

2.8.1.1. *Name;*

2.8.1.2. *Certificate number;*

- 2.8.1.3. *Home address;*
- 2.8.1.4. *Personal home phone number;*
- 2.8.1.5. *The name of their school or other location where employed;*
- 2.8.1.6. *Contract type;*
- 2.8.1.7. *Full time equivalency (FTE); and,*
- 2.8.1.8. *Salary grid placement.*

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

- 2.8.2. *The School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 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 School Division financial statements;*
- 2.8.2.3. *Total benefit premium cost;*
- 2.8.2.4. *Total substitute teacher cost;*
- 2.8.2.5. *Total principal / vice principal / assistant principal allowance cost;*
- 2.8.2.6. *Total other allowance cost; and,*
- 2.8.2.7. *Notwithstanding the timeline set out in clause 2.8.2, the full-time assignable hours for a typical full-time teacher for each school shall be provided no later than October 31st.*

3. SALARY

3.1. Salary Pay Date/Schedule (including substitute teachers' pay date / schedule)

- 3.1.1. *Each teacher shall be paid one-twelfth (1/12th) of the teacher's annual rate of salary the second last banking day of each month.*
- 3.1.2. *Unless specifically permitted by this collective agreement, authorized by the teacher, or permitted by law, payment of the salary of a teacher shall not be withheld beyond the regular date of payment.*
- 3.1.3. *Substitute teachers shall be paid on or before the tenth (10th) day of the month following the month in which the substitute teaching occurred.*

3.2. Grid

3.2.1. *The School Division shall pay all teachers the salaries and allowances as herein set forth and computed. The amount of university education of the teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid each teacher employed by the School Division.*

3.2.2. *Teacher Salary Grid*

3.2.2.1. *Effective until June 9, 2022*

Years of Teacher Experience	Years of Teacher Education		
	4	5	6
0	60,412	63,856	67,300
1	64,282	67,729	71,165
2	68,154	71,593	75,038
3	72,020	75,464	78,908
4	75,893	79,335	82,776
5	79,763	83,204	86,650
6	83,630	87,072	90,518
7	87,502	90,947	94,387
8	91,372	94,816	98,260
9	95,253	98,684	102,124

3.2.2.2. *Effective June 10, 2022, 0.50% increase.*

Years of Teacher Experience	Years of Teacher Education		
	4	5	6
0	60,714	64,175	67,637
1	64,603	68,068	71,521
2	68,495	71,951	75,413
3	72,380	75,841	79,303
4	76,272	79,732	83,190
5	80,162	83,620	87,083
6	84,048	87,507	90,971
7	87,940	91,402	94,859
8	91,829	95,290	98,751
9	95,729	99,177	102,635

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

3.2.2.3. *Effective September 1, 2022, 1.25% increase.*

Years of Teacher Experience	Years of Teacher Education		
	4	5	6
0	61,473	64,977	68,482
1	65,411	68,919	72,415
2	69,351	72,850	76,356
3	73,285	76,789	80,294
4	77,225	80,729	84,230
5	81,164	84,665	88,172
6	85,099	88,601	92,108
7	89,039	92,545	96,045
8	92,977	96,481	99,985
9	96,926	100,417	103,918

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

3.2.2.4. *Effective September 1, 2023, 2.00% increase.*

Years of Teacher Experience	Years of Teacher Education		
	4	5	6
0	62,702	66,277	69,852
1	66,719	70,297	73,863
2	70,738	74,307	77,883
3	74,751	78,325	81,900
4	78,770	82,344	85,915
5	82,787	86,358	89,935
6	86,801	90,373	93,950
7	90,820	94,396	97,966
8	94,837	98,411	101,985
9	98,865	102,425	105,996

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

3.4. Teaching Experience

Teachers shall:

- a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
- b) *Not gain experience during vacation periods and leaves of absence without salary.*
- 3.4.1. *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*
- 3.4.2. *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*
- 3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be*

September 1st and February 1st.

Prior Experience

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.*
- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*
 - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
 - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The School Division shall recognize prior teaching experience as if it were earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the School Division recognize experience earned with a previous school division shall provide to the School Division written confirmation from the previous school division certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
 - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
 - c) *The written confirmation is signed by an authorized officer of the previous school division.*
- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous school division.*
- Effective until June 9, 2022*
- 3.4.10. *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure from the 2018-2020 Collective Agreement.*

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

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

3.5. Special Considerations for Other Education and Experience

- 3.5.1. *Any teacher holding a journeyman certification shall receive an education increment equal to their journeyman certificate training and one (1) additional experience increment for every two (2) years of experience in the trade after journeyman certification to a maximum of five (5) experience increments. For the purposes of the article, “**experience in the trade**” is not gained while that teacher is teaching and earning regular increments as per this collective agreement.*
- 3.5.2. *Notwithstanding clause 3.5.1, no teacher shall receive increments for experience gained while not holding a valid teaching certificate or Letter of Authority.*

3.6. Other Rates of Pay Provisions

- 3.6.1. Teachers Teaching Night School or Summer School
- a) A teacher employed to teach night school or summer school to provide instruction in credit courses shall be paid as follows:
 - b) One two-hundredth (1/200th) of the teacher’s annual salary based on their placement on the grid in clause 3.2.
 - c) Such payment shall be inclusive of general holiday and vacation pay.
 - d) In the event that the teaching service is not for a full day, the one two-hundredth (1/200th) rate of pay shall be prorated on the basis of the proportion of their required service to full-time service.
 - e) While employed specifically to teach night school or summer school such teacher shall not be eligible to receive benefits under article 7 Group Benefits, article 10 Sick Leave, article 12 Personal Leave and clauses 14.1 and 14.2 Bereavement and Critical Illness Leave for teaching under a summer school or night school contract.

3.7. Other Allowances

- 3.7.1. Long Service Allowance: After fifteen (15) years of continuous service as teacher under contract with the School Division a teacher shall be eligible for the following Long Service Allowance:
- 3.7.1.1. The Long Service Allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

- 3.7.1.2. The Long Service Allowance shall be as follows:
- 3.7.1.2.1. Effective until June 9, 2022, \$1,252.00 per annum to be paid in twelve (12) equal installments.
 - 3.7.1.2.2. Effective June 10, 2022, 0.50% increase, \$1,258.26 per annum to be paid twelve (12) equal installments.
 - 3.7.1.2.3. Effective September 1, 2022, 1.25% increase, \$1,273.99 per annum to be paid twelve (12) equal installments.
 - 3.7.1.2.4. Effective September 1, 2023, 2.00% increase, \$1,299.47 per annum to be paid twelve (12) equal installments.
- 3.7.1.3. Continuous years of service shall be determined once in each school year as of June 30th. Once a teacher attains the required years of continuous service the Long Service Allowance shall be paid effective the following school year.
- 3.7.1.4. Continuous service is defined as service earned while drawing a paycheque from the School Division. Continuous service shall not be interrupted by virtue of being granted a leave of absence without pay, without benefits or Extended Disability; however these leaves of absences shall not be counted in determining the fifteen (15) years of service.
- 3.7.2. Convention Allowance: A teacher who is engaged by an Association convention as a speaker shall be entitled to retain any honorarium and / or stipend provided by the Convention Association in addition to their regular pay.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Administration Allowances

4.1.1. *Principal:*

- a) *The principal's allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- b) *Notwithstanding, principals shall be paid an annual allowance in accordance with the following:*

Allowance	Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
Basic	\$ 9,175.00	\$ 9,221	\$ 9,336	\$ 9,523
Plus for each of the first 0–100 pupils	\$ 63.00	\$ 63.32	\$ 64.11	\$ 65.39

Allowance	Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
Plus for each of the 101–300 pupils	\$ 37.00	\$ 37.19	\$ 37.65	\$ 38.40
Plus for each pupil over 300	\$ 30.00	\$ 30.15	\$ 30.53	\$ 31.14

- c) For **Hutterite Schools**, the per student rate for the principal (where the school is the principal's second school) shall be calculated by starting the per student amount at the 0–100 rate (no additional basic amount is to be included).
- d) The pupil count shall be at September 30th of each year and shall be based on the full-time equivalent pupil count.

4.1.2. Vice Principals: shall receive an allowance equivalent to fifty per cent (50%) of the principal's allowance.

4.1.3. Assistant Principal: In a school where there is no vice principal the School Division shall appoint an assistant principal who shall be paid an allowance equivalent to twenty-five per cent (25%) of the principal's allowance.

- a) Clause 4.1.3 above shall not apply to schools with six (6) or fewer teachers, however in these schools, in the absence of the principal another staff member shall be appointed as acting principal and shall be paid one two-hundredth (1/200th) of the principal's allowance for each day or one four-hundredth (1/400th) of the principal's allowance for each half (1/2) day that the principal is absent.

4.1.4. Interschool Coordinator: The interschool coordinator's allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

- a) Notwithstanding, interschool coordinators shall be paid an allowance of:

Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
\$ 1,548.00	\$ 1,555.74	\$ 1,575.19	\$ 1,606.69

4.1.5. Project Coordinator: fifty per cent (50%) of the basic principal allowance:

Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
\$ 4,588.00	\$ 4,610.94	\$ 4,668.58	\$ 4,761.95

4.1.6. Outreach Coordinator: twenty-five per cent (25%) of the basic principal allowance:

Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
\$ 2,294.00	\$ 2,305.47	\$ 2,334.29	\$ 2,380.97

4.1.7. *Lead Teacher for Hutterite Colony: twenty-five per cent (25%) of the basic principal allowance:*

Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
\$ 2,294.00	\$ 2,305.47	\$ 2,334.29	\$ 2,380.97

4.1.8. *District Principal: allowance equivalent to a principal allowance in a school with exactly three hundred (300) students.*

4.1.9. *Sports Coordinators:*

Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
\$ 1,548.00	\$ 1,555.74	\$ 1,575.19	\$ 1,606.69

4.2. Minimum Principal Allowance

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

4.2.2. *The minimum allowance for assistant and vice principal allowances will be adjusted in accordance with current proportionality to the principal allowance.*

4.3. Teachers with Principal and Assistant / Vice Principal Designations

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

4.3.2. *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.*

4.3.3. *Effective September 1, 2023, a teacher designated as an assistant or vice principal shall enter into a series of term contracts for a period of up to five (5)*

years. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.

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

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

- 5.1.1. The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.
- 5.1.2. Full Daily Rate
 - 5.1.2.1. Effective until June 9, 2022, the substitute teachers' daily rates of pay will be \$209.43 plus six per cent (6%) vacation pay of \$12.57 for a total of \$222.00.
 - 5.1.2.2. Effective June 10, 2022, 0.50% increase, the substitute teachers' daily rates of pay will be \$210.48 plus six per cent (6%) vacation pay of \$12.63 for a total of \$223.11.
 - 5.1.2.3. Effective September 1, 2022, 1.25% increase, the substitute teachers' daily rates of pay will be \$225.90 plus two per cent (2%) in lieu of benefits \$4.52 for a total of \$230.41.
 - 5.1.2.4. Effective September 1, 2023, 2.00% increase, the substitute teachers' daily rates of pay will be \$230.42 plus two per cent (2%) in lieu of benefits \$4.61 for a total of \$235.02.
- 5.1.3. Notwithstanding clause 5.1.2, a substitute teacher shall be paid sixty per cent (60%) of the full day rate indicated in clause 5.1.2 for each partial day worked

inclusive of holiday pay. A teacher who works more than sixty per cent (60%) of an instructional day shall receive one hundred per cent (100%) of the substitute teacher's daily rate (inclusive of holiday pay). If a teacher works two (2) partial day assignments on the same day, they shall receive one hundred per cent (100%) of the substitute teacher's daily rate of pay (inclusive of holiday pay).

5.2. Commencement of Grid Rate

- 5.2.1. *Number of days to go on grid: notwithstanding clause 5.1, after five (5) consecutive school instructional days in relief of the same teacher a substitute shall be paid on the sixth (6th) and subsequent consecutive instructional days of relief one two-hundredth (1/200th) per day of their placement on the grid plan. The substitute teacher must submit proof of experience and qualifications to the School Division.*
- 5.2.2. *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day, or such other system- regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3. Other Substitute Teacher Conditions

- 5.3.1. Cancellation of Assignment
- a) When a substitute teacher has accepted employment, such employment shall not be cancelled without at least twenty-four (24) hours' notice.
 - b) Where the anticipated employment is greater than one (1) day, the second and subsequent days cancelled with twelve (12) hours' notice.
 - c) If the appropriate notice is not provided the substitute teacher may be reassigned to other duties within the school.
- 5.3.2. When the School Division requests the attendance of a Substitute Teacher at a professional development session, the School Division will pay the daily rate to the teacher as per clause 5.1.2.

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. *All terms and benefits of this collective agreement shall be pro-rated for part-time teachers on the basis of the proportion of their required service to full-time service.*
- 6.3. Part time teacher's FTE cannot be changed more than zero point three (0.3) FTE per school year unless by mutual agreement.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans Carrier and Premium

7.1.1. *The School Division shall pay one hundred per cent (100%) of the group premium rates for the following insurance plans:*

Alberta School Employee Benefit Plan (ASEBP) Extended Health Care Plan 1

ASEBP Dental Care Plan 3

ASEBP Vision Care Plan 3

ASEBP Extended Disability Benefits Plan D

ASEBP Life Insurance Plan 2

ASEBP Accidental Death and Dismemberment Plan 2

7.2. Group Benefits Eligibility

7.2.1. *Subject to the master policies of ASEBP, membership in all plans listed shall be a condition of employment for teachers employed at one half (0.5) full-time equivalent, or greater, and optional for teachers employed at less than one half (0.5) full-time equivalent. Exceptions shall be granted where there is a duplication of benefits because the spouse of a teacher has the benefit plans or similar plans as outline in this section.*

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

7.3.1. *The School Division will establish for each teacher an HSA / WSA that adheres to Canada Revenue Agency (CRA) requirements. The School Division will contribute annually an amount of seven hundred and twenty-five dollars (\$725.00) for each full-time eligible teacher. This contribution shall be prorated for teachers employed less than full time with the School Division. The unused balance will be carried forward for a total accumulation of two (2) years. Teachers leaving the employ of the School Division will forfeit any remaining balance. Part-time employees shall be eligible on a pro-rata basis. The plan shall be administered by ASEBP in accordance with CRA and the Income Tax Act of Canada.*

7.4. Other Group Benefits including Payroll Savings and RRSP

7.4.1. *Employment Insurance Premium Reduction: The School Division shall retain both the School Division's share and the employee's share of any rebate due under the *Employment Insurance Commission Act* or regulations.*

7.4.2. *Benefits of Retirees on Contract: When a retired teacher returns to active service, the School Division agrees to pay the same proportion of the retired teacher's benefit plans as is paid for plans covered under clause 7.1.*

7.4.3. *Northern Travel Benefit: For the purpose of this collective agreement ten per*

cent (10%) of the annual salary as set out in clause 3.2, to a maximum of four thousand dollars (\$4,000.00), shall be considered to be a Travel Assistance Benefit paid. This amount shall be indicated in the appropriate box on the Annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the School Division.

- 7.4.4. Teachers are provided the ability to access a RRSP group savings plans through payroll deductions with the carrier of the School Division's choice.

7.5. Transfer Benefits

- 7.5.1. The process of School Division directed transfers will be communicated to all teachers annually.
- 7.5.2. Teachers who have been transferred mid-year at the direction of the School Division will be compensated up to two (2) paid days.
- 7.5.3. Teachers who have been transferred mid-year at the direction of the School Division will be compensated for their moving expenses.

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 School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
- a) operational days (including teachers' convention);*
 - b) instruction;*
 - c) supervision, including before and after classes, transition time between classes, recesses, and lunch breaks;*
 - d) parent teacher interviews and meetings*
 - e) School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3;*

- f) *staff meetings;*
- g) *time assigned before and at the end of the school day; and,*
- h) *other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*

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

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

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

8.3. Duty Free Lunch

The School Division will provide each teacher assigned work for five (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 School Division.*

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

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

8.4. Extracurricular

8.4.1. *Teacher participation in extracurricular activities is voluntary.*

8.5. Service Outside Operational Days

- 8.5.1. Teachers who are directed to work (at the request of the superintendent or designate) outside of operational days will be compensated at one two-hundredth (1/200th) of their annual salary per full day of work or one four-hundredth (1/400th) per half day (three (3) hours or less).
- 8.5.2. Teachers who attend the new teacher orientation shall receive one two-hundredth (1/200th) of their annual salary per day and shall have their contract commence on the first day of orientation.

8.6. Teacher–School Division Advisory Committee

- 8.6.1. The purpose of the **Teacher-School Division Advisory Committee** is to provide a venue for conversations and the sharing of ideas that could enhance students' experience in schools. The Teacher-School Division Advisory Committee meetings will provide a permanent and ongoing mechanism for considering all governance matters (such as budget, advocacy, policy, education plan etc.) in order to make recommendations to the School Division. This may include matters of teacher efficacy. The teachers recognize the right of the School Division to formulate policy and the School Division recognizes the desirability of consulting its teachers.

Membership:

The Committee is to be comprised of two (2) or more trustees and six (6) teachers from The Peace River School Division, one (1) of whom shall be a member of the Greater Peace Teacher Welfare Committee and one (1) member of the Greater Peace Local #13 Executive.

The superintendent and secretary-treasurer will attend meetings in an advisory capacity and when called upon will provide information and ideas for discussion.

To the extent possible teacher representatives should provide geographic representation and representing grade divisions 1, 2, 3 and 4.

Terms of reference will be reviewed each school year.

Chair:

Teacher and trustee members will take turns in appointing a chairperson at the beginning of each meeting.

9. PROFESSIONAL DEVELOPMENT

9.1. *Teacher Professional Growth Plan*

- 9.1.1. *Teacher Professional Growth Plans will consider but will not be required to include the School Division's goals.*
- 9.1.2. *The teacher professional growth process, including discussions between the*

teacher and principal on the professional growth plans, will continue to take place.

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

9.2. Tuition Reimbursement

- 9.2.1. Reimbursement for accredited university course tuition may be granted at the sole discretion of the School Division for purposes of study approved by the School Division for improving a teacher's academic or professional qualifications. No teacher shall be entitled to receive benefit from this provision for more than one (1) full course per school year.
- 9.2.2. Upon proof of successful completion of a university accredited course, a teacher shall be reimbursed up to six hundred dollars (\$600.00) per full course per school year or up to three hundred dollars (\$300.00) per half course. A full course is defined as seventy-eight (78) university credit contact hours and a half course is defined as thirty-nine (39) university credit contact hours. Satisfactory proof of successful completion shall be provided from the university from which the course was taken.

9.3. Professional Improvement Leave

- 9.3.1. *Teachers who have three (3), or more, years of continuous service with the School Division may apply to the superintendent for School Division approval to obtain educational leave of up to one (1) year.*
- 9.3.2. *Educational leave may be granted at the sole discretion of the School Division for purposes of study approved by the School Division for improving a teacher's academic or professional qualifications.*
- 9.3.3. *A teacher granted educational leave must agree in writing to return to teaching duties with the School Division for a period of at least two (2) months for each month of educational leave granted.*
- 9.3.4. *Teachers granted educational leave shall receive a salary of seventy per cent (70%) of the teacher's salary in effect at the time the leave is granted. Maximum salary under this article shall be seventy per cent (70%) of fourth (4th) year maximum in effect at the time the leave is granted.*
- 9.3.5. *The minimum salary granted for a full year educational leave shall be twelve thousand, three hundred and sixty dollars (\$12,360.00). Shorter educational leaves shall be pro-rated accordingly.*
- 9.3.6. *In case of a teacher not fulfilling the conditions as stated in clause 9.3.3 above, the full amount of salary paid shall be pro-rated to the time served after return from leave and the remainder repaid to the School Division. Each teaching day shall be considered as one four-hundredth (1/400th) of the total debt. Interest will be charged at prevailing bank rates to commence at termination of*

employment.

- 9.3.7. *All applications for educational leave shall be submitted by December 15th of the school year prior to the year of the leave request.*

10. SICK LEAVE

10.1. Medical Certificates and Reporting

- 10.1.1. *Annual sick leave with pay will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness, or disability, in accordance with the following schedule:*
- a) *In the first year of service with the School Division – twenty (20) days.*
 - b) *After one (1) year of service – ninety (90) calendar days.*
- 10.1.2. *After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid.*
- 10.1.3. *Where a teacher has suffered an illness and / or has been paid under the provisions of ASEBP, upon their return to full-time duty, they shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*
- a) *Less than one (1) year of service – the unused portion*
 - b) *After one (1) year of service – ninety (90) calendar days*
- 10.1.4. *Notwithstanding clause 10.1.3, in instances where the teacher has been continuously absent for a period of sixty (60) or more calendar days, reinstatement of the sick leave entitlement shall be made contingent on the teacher providing a medical certificate, signed by a medical practitioner prior to the date of return, verifying that the teacher is able to return to work on a continuing basis. In addition, the ninety (90) calendar days shall not be reinstated until the teacher has been actively at work for ten (10) consecutive teaching days, unless the absence is a result of a new medical condition supported by a certificate signed by a medical practitioner. Should a teacher be unable to fulfill the above requirement then sick leave shall only be available to the extent of the unused portion of the initially available ninety (90) calendar days.*
- 10.1.5. *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 days may be required to present a medical certificate.*
- 10.1.6. *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 three (3) teaching days or less shall be required to present a signed statement giving the reason for such absence if requested by the School Division.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

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

11.2. Parental Leave

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

with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.

- 11.2.6. *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one (1) teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

11.3. Salary and Benefit Premium Payment Health-Related

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

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

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

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

12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE

- 12.1. *A teacher shall be granted three (3) days personal leave per school year without loss of pay and without deductions for substitute pay providing that:*
 - 12.1.1. *The teacher finds a suitable substitute.*
 - 12.1.2. *A planned program is available for the substitute.*
 - 12.1.3. *The request is submitted in writing to the superintendent or the superintendent's office.*
 - 12.1.4. *The principal is advised in advance of the intended leave dates.*
- 12.2. *Notwithstanding clause 12.1, no personal leaves will be granted to teachers during the two (2) days immediately preceding and following Christmas vacation, Easter vacation, spring break, and summer vacation, unless the superintendent approves individual requests.*
- 12.3. *The teacher may carry over one (1) unused personal leave day. This will give them a maximum of four (4) personal leave days to use in that year.*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

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

teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per clause 13.1. Such leaves will not be unreasonably denied.

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

Effective September 1, 2022

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

14. OTHER LEAVES

14.1. Bereavement Leave

14.1.1. *Leave necessitated by the death of a spouse, child, parent, brother, sister, parent of spouse, son-in-law, daughter-in-law, grandparent, brother-in-law, sister-in-law, grandparent of spouse, or a relative who is a member of the employee's household shall be granted full salary by the School Division, as follows:*

- a) *Up to, and including, five (5) days for death;*
- b) *Where necessitated by individual circumstances, a teacher may access the five (5) total days, outlined in clause 14.1.1 (a), at separate periods within a year of the death.*

14.1.2. *A teacher is entitled to a leave of up to one (1) day with salary and benefits to attend the funeral of a relative not mentioned in clause 14.1.1 provided a planned program of instruction can be maintained by the school.*

- a) *If the funeral of the relative is greater than four hundred kilometers (400 km) from the teacher's home, the teacher shall be entitled to one (1) extra day for travel.*

14.2. Critical Illness Leave

14.2.1. *For the purposes of this article, Critical Illness shall be determined by a certificate of a medical doctor, if required by the School Division.*

14.2.2. *Leave necessitated by the critical illness of a spouse, child, parent, brother, sister, parent of a spouse, son-in-law, daughter-in-law, grandparent, brother-in-law, sister-in-law, grandparent of spouse, or a relative who is a member of the employee's household shall be granted full salary by the School Division: up to, and including, five (5) consecutive days for critical illness.*

14.3. Leave for a Child's Arrival—*A teacher shall be granted one (1) day leave with pay to attend the birth of their child.*

14.4. Family Medical Leave—*A teacher is entitled to three (3) days with pay in each school year for medical or dental care of the teacher's spouse, child, or parent.*

14.5. Reasonable Cause Leave—*A teacher may also apply for leave of absence for reasonable cause and it shall be granted with or without salary and benefits or with salary less the cost of the substitute. Should the leave be granted without salary and benefits, at the teacher's option, and subject to the master policies of the insurance carrier, the School Division will maintain applicable benefits as set out in clause 7.1 of this collective agreement during the duration of the leave provided such teacher assumed full responsibility for paying the total costs for said benefits.*

14.6. Inclement Weather / Impassable Road Leave—*The superintendent or their designate*

shall grant leave, without loss of pay and benefits, when the teacher despite reasonable effort, is unable to travel to their school from their usual place of residence because of:

- a) Inclement weather, or*
- b) Impassable public road conditions.*

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 School Division, and shall contain the following:

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

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

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

15.4.4. the remedy or correction being sought.

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

15.5.1. When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.

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

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

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

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

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

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

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

15.17. Optional Mediation Process

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

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

the Director of Mediation Services make the necessary appointment.

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

15.18. Administration

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

16. EMPLOYMENT

16.1. Subrogation

16.1.1. **Definitions** (for the purposes of this article only):

- 16.1.1.1. **Cost of Absence** means the total remuneration paid by the School Division during a period when the Teacher was absent from work.
- 16.1.1.2. **Interest** means interest calculated in accordance with the provisions of the Judgment Interest Act, RSA 2000, c.J-1, and amendments and regulations thereto.
- 16.1.1.3. **Judgment 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

- 16.1.1.4. **Remuneration** means the salary, allowances, benefit premiums, and other monies paid to or in respect of the Teacher by the School Division.
- 16.1.1.5. **Teacher** means an Employee in respect of whom the School Division has incurred a Cost of Absence, and includes the Teacher's Personal Representative, Trustee, Guardian, or the Estate of the deceased Teacher.
- 16.1.2. In the event that the School Division incurs a Cost of Absence as a result of an act or omission of a third party, the School Division is subrogated to any right or recovery of the Teacher's from the third party in the amount of the Cost of Absence and without restricting the generality of the foregoing, the following provisions apply:
 - 16.1.2.1. The Teacher shall advise the School Division 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 School Division incurring a Cost of Absence;
 - 16.1.2.2. The Teacher shall upon request by the School Division include the Cost of Absence, as calculated by the School Division, in the Teachers claim;
 - 16.1.2.3. The School Division 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;
 - 16.1.2.4. The Teacher agrees to cooperate with the School Division and to provide, at the School Division'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;
 - 16.1.2.5. The Teacher will not settle their claim without the prior written consent of the School Division as to the amount of the Cost of Absence to be recovered by the School Division;
 - 16.1.2.6. Upon resolution of the amount of the Cost of Absence payable to the School Division, the School Division may, upon default of payment by the Teacher following demand by the School Division offset the agreed upon amount of the Cost of Absence payable to the Teacher by the School Division.
 - 16.1.2.7. The Teacher shall not release any third party from the Cost of Absence without the consent of the School Division; and
 - 16.1.2.8. The School Division's consent to settlement shall not be

unreasonably withheld.

- 16.1.3. When as a result of Judgment or Settlement with the consent of the School Division, the Teacher recovers a sum equal to all of the Cost of Absence, the Teacher shall, as of the date of Settlement or Judgment, pay the full Cost of Absence recovered to the School Division plus interest, less a proportionate share of legal fees payable thereon by the Teacher to their solicitor with respect to such recovery.
- 16.1.4. When as a result of Judgment or Settlement with the consent of the School Division, the Teacher recovers a sum equal to a portion of the Cost of Absence, the Teacher shall as of the date of Settlement or Judgment, pay to the School Division, the amount of the Cost of Absence recovered plus interest, less a proportionate share of legal fees payable thereon by the Teacher to their solicitor with respect to such recovery.
- 16.1.5. The Teacher will upon request by the School Division execute such documents and agreements as may be required or deemed desirable by the School Division to give effect to the provision of this article.
- 16.1.6. In exercising any of its rights under this article, the School Division shall have due regard for the interests of the Teacher.

16.2. Travel for Work Purposes

- 16.2.1. A teacher required to use their private automobile on approved School Division business shall be reimbursed in accordance with the School Division Expense Reimbursement Administrative Procedure rate per kilometer.

16.3. Job Postings

- 16.3.1. The School Division will notify the Association of new designations / positions prior to advertising or filling.
- 16.3.2. The School Division will email the current staff the job postings upon availability.

SIGNATURE PAGE

IN WITNESS WHEREOF, the School Division and the Association have caused these presents to be executed by their duly authorized representatives on the # day of month, 2023.

Signed on the behalf of the School Division

Signed on the behalf of the Association

Name
Title

Name
Title

Name
Title

Name
Title

Name
Title

Name
Title

Name
Superintendent of the Schools

Sean D. Brown
Coordinator, Collective Bargaining

LETTERS OF UNDERSTANDINGS: CENTRAL

LETTER OF UNDERSTANDING #1

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2

RE: INTERIM GRIEVANCE PROCEDURE

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS: EFFECTIVE DATES

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

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

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

TRANSITION OF EXISTING GRIEVANCES

1. *For grievances filed under article 15 (Central Grievance Procedure) of 2018-2020 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 clause 16 (Local Grievance Procedure) of 2018-2020 teacher collective agreements prior to February 1, 2022, the School Division and the Association will meet no later than March 31, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
 - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
 - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

INTERIM GRIEVANCE PROCEDURE

- 15.1. *This procedure applies to differences:*

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

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

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

- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.*
 - 15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*

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

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

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

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

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

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

15.17. Optional Mediation Process

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

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

15.17.3. *The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and*

/ or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an arbitration board for resolution.

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

15.18. Administration

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

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

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

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

LETTER OF UNDERSTANDING #3

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING # 4

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

LETTER OF UNDERSTANDING #5

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING #6

EXPEDITED ARBITRATION (12 MONTH-PILOT)

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

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

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

LETTER OF UNDERSTANDING #7

DUTY TO ACCOMMODATE

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

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

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

LETTER OF UNDERSTANDING #8

DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

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

LETTER OF UNDERSTANDING #9

EXPERIENCE FORM

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

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

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

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

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

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

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

Prior Experience

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

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

LETTERS OF UNDERSTANDING: LOCAL

LETTER OF UNDERSTANDING #10:

SCHOOL BASED ADMINISTRATOR LIEU DAYS

School-based principals will be granted two (2) days in lieu per school year, at a time mutually agreeable to the principal and the superintendent or designate.

Effective October 30, 2019, vice principals and assistant principals will be granted two (2) day in lieu per school year, at a time mutually agreeable to the principal and the superintendent or designate.

The paid days must be taken by May 31st of the school year, or days will be forfeited, and no payment shall be made in lieu. For any utilization during the month of June, permission of the superintendent or designate must be granted.

LETTER OF UNDERSTANDING #11:

AP 424 LIEU DAYS FOR TEACHER PROFESSIONAL DEVELOPMENT (PD)

The School Division will refine AP 424 to accurately reflect the current practice of providing two (2) paid release days to attend professional development.

Note: The School Division wishes to enhance AP 424 with the following:

- Incorporate language to include that prior to release days being approved by the School Division, Association funds must be approved.
- The School Division will match up to fifty per cent (50%) of the Association Local #13 annual Professional Development Budget (the “budget”) for teacher self-directed PD to a maximum of \$9,000 and in addition will cover the sub costs and sub mileage.
- Each teacher can only access the fund once per school year and must be a Peace River School Division teacher.
- Upon receipt of approved Association expense claims from the teacher, the School Division will reimburse the teacher up to one hundred twenty (120) dollars.
- AP 424 to be reviewed on an annual basis and modifications made if the budget is revised.

LETTER OF UNDERSTANDING #11B:

RECONCILIATION OF PROFESSIONAL DEVELOPMENT BUDGET FROM 2019-2023

The parties agree to meet to reconcile the outstanding issues regarding the monies allocated to the professional development fund 2019–2023.

The committee should be comprised of two (2) Association representatives and two (2) School Division representatives. The committee should meet by June 30, 2023.

Upon agreement outstanding issues Letter of Understanding #11—AP 424—Lieu Days for Teacher Professional Development (PD) and clause 9.2—Tuition Reimbursement will be deleted.

This letter of understanding expires upon agreement of outstanding issues.

**LETTER OF UNDERSTANDING #11C:
PILOT PROJECT—PROFESSIONAL DEVELOPMENT FUND**

Professional Development (PD)

This letter of understanding will replace Letter of Understanding # 11—AP 424 Lieu Days for Teacher Professional and clause 9.2—Tuition Reimbursement, upon agreement of the reconciliation of the professional development fund from 2019-2023.

The Professional Development Fund will only be accessible to The Peace River School Division teachers or administrators on contract and who will be on contract at the time of the professional development.

The fund is not accessible to substitute teachers including those on short term or temporary contracts for less than three (3) months.

Funds for individual professional development activities or resources related to School Division goals, school goals, the teacher's or administrator's individual professional development needs or the individual teacher's or administrator's professional growth plan.

To access individual professional development funds, there is no requirement for length of service with the School Division.

Principal approval must be obtained to ensure regular operations of the school are not unduly disturbed.

All teachers and administrators applying to the Association committee for professional learning support will require the support of the principal. In the absence of support of the principal, the principal must give written rationale outlining the reasons why they are not in support and provide a copy to the teacher, administrator and to the Association committee. The Association committee will take into consideration the recommendation of the principal when it considers the application of the teacher or administrator.

Effective September 1st of each school year, an amount of up to sixty thousand dollars (\$60,000) will be provided for the purpose of supporting professional development activities and tuition support.

Effective September 1st of each school year the previous years' unspent funds plus the current contributions cannot exceed ninety thousand dollars (\$90,000).

Substitute replacement costs shall be entered into the leave management system, PowerSchool AtrieveERP and paid by the School Division.

Funds will be administered by the Association with usage updates provided to the School Division through quarterly reports.

A final report from the Association Committee outlining the usage of the professional development funds shall be provided to the President of the ATA Local #13 and the superintendent of schools no later than September 30th of each year for the previous school year. These reports will be discussed at regularly scheduled STAC meetings.

LETTER OF UNDERSTANDING #12:

ITINERANT TEACHERS

For the 2023–2024 and 2024–2025 school years the School Division will hire itinerant teachers under temporary contract, based on need, as determined by the School Division.

This letter of understanding expires on June 30, 2025.

**LETTER OF UNDERSTANDING #13:
AUTOMATED DISPATCH SYSTEM (ADS)**

The School Division is prepared to enter into a letter of understanding to explore the Automated Dispatch System (ADS) with PowerSchool Atrieve and prepare a report to be presented by the superintendent of schools to the STAC by June 2024.