

# **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")]*

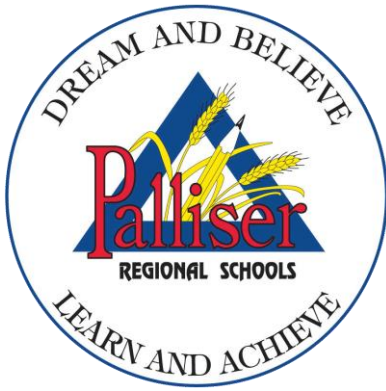
**BETWEEN**

**THE PALLISER SCHOOL DIVISION**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**

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



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This collective agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2024 between The Palliser 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.*

**AND WHEREAS** the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties;

**AND WHEREAS** the parties desire these matters be set forth in an agreement to govern the terms of employment of the said teachers;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises 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**

- 1.2.1. Superintendent of Schools
- 1.2.2. Associate Superintendent of Schools
- 1.2.3. Deputy Superintendent of Schools
- 1.2.4. Directors

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

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

- 1.4.1. *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
- 1.4.2. *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*

## **1.5. Role of TEBA**

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

## **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 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

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

2.8.2.1. *Teacher distribution by salary grid category and step as of September 30;*

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

2.8.2.3. *Most recent School Division financial statement;*

2.8.2.4. *Total benefit premium cost;*

2.8.2.5. *Total substitute teacher cost; and,*

2.8.2.6. *Total allowances cost.*

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

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

2.8.1.1. *name;*

2.8.1.2. *certificate number;*

2.8.1.3. *home address;*

2.8.1.4. *personal home phone number;*

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

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

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

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

- 2.8.2.1. *HSA / WSA / RRSP utilization rates;*
- 2.8.2.2. *Most recent School Division financial statement(s);*
- 2.8.2.3. *Total benefit premium cost;*
- 2.8.2.4. *Total substitute teacher cost;*
- 2.8.2.5. *Total principal / vice-principal / assistant principal allowance cost;*
- 2.8.2.6. *Total other allowance cost; and,*
- 2.8.2.7. *Notwithstanding the timeline set out in clause 2.8.2, the full-time assignable hours for a typical full-time teacher for each school shall be provided no later than October 31.*

### **3. SALARY**

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

- 3.1.1. *The School Division shall pay all teachers monthly one-twelfth (1/12) of the salary rate in effect for that month as herein set forth and computed. For the purpose of this agreement, allowances shall be considered to be part of salary.*
- 3.1.2. *Payment of the full amount for administration shall commence on the effective date of appointment of the administrator.*
- 3.1.3. *Teachers under contract, except substitute teachers, shall be paid on the twenty-eighth (28) of the month. In the event the twenty-eighth (28) of any month occurs on a weekend or statutory holiday then teachers will be paid the last banking day prior to the twenty-eighth (28).*
- 3.1.4. *Payment for teachers shall be in accordance with the memorandum between the Association and the Alberta School Trustees' Association signed on or about January 6, 1972, regarding calculation of salary for the purpose of both payment and deduction.*

#### **3.2. Grid**

3.2.1. *The salaries and the terms and conditions of the teachers' employment with the School Division are governed by the provisions of this collective agreement and any statutory provision relating thereto.*

3.2.2. *The following shall determine the placement on the salary schedule:*

a) *The amount of university education;*

b) *The length of teaching experience.*

3.2.3. *Salary Grid*

3.2.3.1. *Effective until June 9, 2022*

<b>YEARS OF EXPERIENCE</b>	<b>EDUCATION</b>		
	<b>4</b>	<b>5</b>	<b>6</b>
<b>0</b>	\$ 59,178	\$ 62,548	\$ 66,576
<b>1</b>	\$ 62,641	\$ 66,013	\$ 69,947
<b>2</b>	\$ 66,291	\$ 69,663	\$ 73,410
<b>3</b>	\$ 69,758	\$ 73,129	\$ 76,964
<b>4</b>	\$ 73,222	\$ 76,499	\$ 80,242
<b>5</b>	\$ 76,685	\$ 79,966	\$ 83,800
<b>6</b>	\$ 80,057	\$ 83,523	\$ 87,454
<b>7</b>	\$ 83,615	\$ 87,079	\$ 91,014
<b>8</b>	\$ 87,173	\$ 90,172	\$ 94,291
<b>9</b>	\$ 90,449	\$ 93,819	\$ 97,846
<b>10</b>	\$ 93,914	\$ 97,567	\$ 101,218

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

<b>YEARS OF EXPERIENCE</b>	<b>EDUCATION</b>		
	<b>4</b>	<b>5</b>	<b>6</b>
<b>0</b>	\$ 59,474	\$ 62,861	\$ 66,909
<b>1</b>	\$ 62,954	\$ 66,343	\$ 70,297
<b>2</b>	\$ 66,622	\$ 70,011	\$ 73,777
<b>3</b>	\$ 70,107	\$ 73,495	\$ 77,349
<b>4</b>	\$ 73,588	\$ 76,881	\$ 80,643
<b>5</b>	\$ 77,068	\$ 80,366	\$ 84,219
<b>6</b>	\$ 80,457	\$ 83,941	\$ 87,891
<b>7</b>	\$ 84,033	\$ 87,514	\$ 91,469
<b>8</b>	\$ 87,609	\$ 90,623	\$ 94,762
<b>9</b>	\$ 90,901	\$ 94,288	\$ 98,335



YEARS OF EXPERIENCE	EDUCATION		
	4	5	6
10	\$ 94,384	\$ 98,055	\$ 101,724

*\*Salary adjustments also apply to allowances and daily rates of substitute teachers.*

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

YEARS OF EXPERIENCE	EDUCATION		
	4	5	6
0	\$ 60,217	\$ 63,647	\$ 67,745
1	\$ 63,741	\$ 67,172	\$ 71,176
2	\$ 67,455	\$ 70,886	\$ 74,699
3	\$ 70,983	\$ 74,414	\$ 78,316
4	\$ 74,508	\$ 77,842	\$ 81,651
5	\$ 78,031	\$ 81,371	\$ 85,272
6	\$ 81,463	\$ 84,990	\$ 88,990
7	\$ 85,083	\$ 88,608	\$ 92,612
8	\$ 88,704	\$ 91,756	\$ 95,947
9	\$ 92,038	\$ 95,467	\$ 99,564
10	\$ 95,564	\$ 99,281	\$ 102,996

*\*Salary adjustments also apply to allowances and daily rates of substitute teachers.*

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

YEARS OF EXPERIENCE	EDUCATION		
	4	5	6
0	\$ 61,421	\$ 64,920	\$ 69,100
1	\$ 65,016	\$ 68,515	\$ 72,600
2	\$ 68,804	\$ 72,304	\$ 76,193
3	\$ 72,403	\$ 75,902	\$ 79,882
4	\$ 75,998	\$ 79,399	\$ 83,284
5	\$ 79,592	\$ 82,998	\$ 86,977
6	\$ 83,092	\$ 86,690	\$ 90,770
7	\$ 86,785	\$ 90,380	\$ 94,464
8	\$ 90,478	\$ 93,591	\$ 97,866
9	\$ 93,878	\$ 97,376	\$ 101,555

YEARS OF EXPERIENCE	EDUCATION		
	4	5	6
10	\$ 97,475	\$ 101,267	\$ 105,056

*\*Salary adjustments also apply to allowances and daily rates of substitute teachers.*

### **3.3. Education**

- 3.3.1. *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1 and February 1.*
- 3.3.3. *For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four (4) years education.*
  - 3.3.3.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
  - 3.3.3.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within sixty (60) operational days from the date of completion of education or commencement of employment.*
  - 3.3.4.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
  - 3.3.4.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

### **3.4. Experience**

*Teachers shall:*

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

- b) *Not gain experience during vacation periods and leaves of absence without salary.*
- 3.4.1. *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*
- 3.4.2. *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*
- 3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

*Prior Experience*

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

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

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

*Effective until June 9, 2022*

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

*Effective June 10, 2022, repeal 3.4.10*

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

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

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

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

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

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

*Effective until August 31, 2022*

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

*Effective September 1, 2022*

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

### **3.6. Other Rates of Pay**

#### **3.6.1. Service Outside of Operational Days**

3.6.1.1. Teachers who are assigned to work outside of operational days as required by the Superintendent or designate will be compensated at one two-hundredth (1/200) of their annual salary per full day of work or one four-hundredth (1/400) per one-half (1/2) day (three (3) hours or less).

#### **3.6.2. Long Service Incentive**

3.6.2.1. Effective April 9, 2024, a teacher, upon achieving twenty-five (25) and thirty (30) years of service with the School Division, shall be granted one (1) day leave with pay, to be taken within the school year of achieving their twenty-fifth (25<sup>th</sup>) and thirtieth (30) year of service. If not used, this day will not be paid out or carried forward to a future school year. Substitute teacher coverage will be provided for this day, if required.

#### **3.6.3. Teacher Assigned to Multiple Locations**

3.6.3.1. A teacher required to teach in two (2) or more schools in one (1) day shall be paid the per kilometer rate or travel allowance that exceeds the normal daily return travel to and from their designated locations. Excess kilometers may be claimed at the rates set by the School Division annually and published as the Board of Trustees remuneration.

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

### **4.1. Administration Allowances**

#### **4.1.1. Principal Allowance**

4.1.1.1. *In addition to their salary in clause 3.2.3, each principal shall receive monthly an allowance equal to one-twelfth (1/12) of the following schedule based on the number of teachers, including the principal and vice-principal:*

4.1.1.1.1. *Five per cent (5%) of the fourth (4) year minimum for each of the first five (5) teachers;*

4.1.1.1.2. *Two per cent (2%) of the fourth (4) year minimum for each of the next five (5) teachers;*

4.1.1.1.3. *One point five per cent (1.5%) of the fourth (4) year minimum for each remaining teacher.*

4.1.1.1.4. *Each principal shall receive a minimum allowance of twenty-five per cent (25%) of the fourth (4) year minimum step of the salary grid. For the purpose of this clause, a proportionate allowance shall be paid for part-time teachers.*

4.1.1.2. *Notwithstanding any other provision in the collective agreement, principals shall receive a minimum allowance of twenty-five thousand dollars (\$25,000) annually, prorated based on FTE.*

**4.1.2. Vice-Principal Allowance**

4.1.2.1. *In addition to their salary in clause 3.2.3, each vice-principal, or other administrative support personnel, shall receive sixty per cent (60%) of the allowance paid to the principal, except that where there are more than one (1) vice-principal or other administrative support personnel in a school, a sum equal to the principal's allowance shall be divided between or among them in the ratio of their responsibilities.*

4.1.2.2. *The minimum allowance for vice-principal will be adjusted in accordance with current proportionality to the principal allowance.*

**4.1.3. Coordinating Principal Allowance**

4.1.3.1. *The coordinating principal shall receive an allowance which is the greater of their school-based principal allowance (red circled) or the minimum principal allowance which is equal to twenty-five per cent (25%) of the fourth (4) year minimum step of the salary grid.*

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

**4.1.4. Literacy Coaches Allowance**

4.1.4.1. *The literacy coaches are teaching positions based out of central office, which are paid pursuant to the normal teaching salary applicable in the collective agreement.*

**4.1.5. Vice-Principal in Hutterite Schools**

4.1.5.1. *One (1) teacher assigned to each Hutterite school in School Division shall be assigned the designation "vice-principal."*

4.1.5.2. *The designation "vice-principal" shall apply only while the teacher is assigned to the Hutterite school and shall terminate should the teacher's assignment change.*

4.1.5.3. *The vice-principal administration allowance received by each teacher shall be determined as per clause 4.1.2 of the collective agreement (i.e., five per cent (5%) of the Colony principal's allowance).*

**4.1.6. Specialist Allowance**

4.1.6.1. *The School Division has established the position of specialist. It is hereby agreed the specialist shall receive an allowance equal to twenty-five per cent (25%) of the fourth (4) year minimum of the salary grid per annum.*

**4.1.7. Coordinator Allowance**

4.1.7.1. *In addition to their salary in clause 3.2.3, each coordinator shall receive an allowance of \$25,000 annually.*

**4.2. Red Circling**

4.2.1. If a principal or vice-principal is transferred by the School Division to a position for which the administrative allowance is a lesser amount than they are receiving at the time the notice of transfer is provided to the principal or vice-principal, they will continue to receive the allowance in effect on the date of notice of transfer until such time as that amount equals the allowance in effect for the position to which they have been transferred, or for a period of three (3) consecutive school years, whichever period of time is less.

4.2.2. This provision shall not apply if a principal or vice-principal requests a transfer in writing.

**4.3. Acting / Surrogate Administrators—Compensation**

4.3.1. In a school where regularly designated administrative personnel are absent, a teacher shall be designated by the School Division to be acting principal and shall be paid an amount equivalent to one four-hundredth (1/400) of sixty per cent (60%) of the principal's allowance for each one-half (1/2) day of the principal's absence. This is to be accumulated at the end of December and at the end of June and paid in a lump sum.

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

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

4.4.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2017, may continue under the term contract until the total number of years designated as a principal is five (5) years.*

4.4.3. *Effective September 1, 2023, a teacher designated as an assistant or vice-principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

4.4.4. *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 2023-24 school year, and if it continues, it is deemed to be a continuing designation.*

- 4.4.5. *For any current assistant or vice-principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2023, the School Division may extend the temporary contract for one (1) additional year and must decide by January 1, 2024, whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

#### **4.5. Other Administrator Conditions**

##### **4.5.1. Lieu Days**

- 4.5.1.1. Effective until August 31, 2023, two (2) lieu days with full pay and benefits shall be granted to principals and one (1) lieu day for vice-principals (not including vice-principals in Hutterite schools). These days will not be carried over and will not be paid out. The principal and vice-principal will take into consideration the operation of the school and consult with the Superintendent before requesting the lieu day(s).
- 4.5.1.2. Effective September 1, 2023, three (3) lieu days with full pay and benefits shall be granted to principals and two (2) lieu days with full pay and benefits shall be granted to vice-principals (not including vice-principals in Hutterite schools). These days will not be carried over and will not be paid out. The principal and vice-principal will take into consideration the operation of the school and consult with the Superintendent before requesting the lieu day(s).

#### **5. SUBSTITUTE TEACHERS**

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

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

##### **5.1.2. Full Day Rate**

- 5.1.2.1. *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be \$200.00 plus six per cent (6%) vacation pay of \$12.00 for a total of \$212.00.*
- 5.1.2.2. *Effective June 10, 2022 (0.50% increase), the substitute teachers' daily rates of pay will be \$201.00 plus six per cent (6%) vacation pay of \$12.06 for a total of \$213.06.*



- 5.1.2.3. *Effective September 1, 2022 (1.25% increase), the substitute teachers' daily rates of pay will be \$215.73 plus two per cent (2%) in lieu of benefits \$4.31 for a total of \$220.04.*
- 5.1.2.4. *Effective September 1, 2023 (2.00 % increase), the substitute teachers' daily rates of pay will be \$220.04 plus two per cent (2%) in lieu of benefits \$4.40 for a total of \$224.44.*
- 5.1.3. *The School Division shall pay the appropriate retroactive pay to all substitute teachers employed during the sixty (60) working days prior to the date of ratification.*
- 5.1.4. *Substitute teachers who have been employed during the term of this agreement but have not been employed within the sixty (60) working day period preceding the date of ratification of this agreement shall be paid the appropriate retroactive pay upon written application to the School Division within sixty (60) calendar days of the date of this agreement. The School Division shall bear no responsibility for informing individuals of their written application rights under this clause.*

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

- 5.2.1. *Number of days to go on grid: The rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive days shall be effective the sixth (6) consecutive day, according to placement on the salary grid subject to the terms of this agreement.*
- 5.2.2. *Notwithstanding clause 5.1, a substitute teacher who fills a teaching position for more than four (4) consecutive days and who accepts a contract of employment with the School Division shall be paid effective the first day according to placement on the salary grid.*
- 5.2.3. *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 Substitute Assignment**

- 5.3.1.1. Where a substitute teacher has accepted per diem employment, such employment shall not be cancelled without at least twelve (12) hours' notice.
- 5.3.1.2. If a teacher cancels without at least twelve (12) hours' notice, the teacher will be responsible for the cost of the substitute teacher.
- 5.3.1.3. If twelve (12) hours' notice is not provided, the substitute teacher shall be assigned other duties within the school by the principal or designate.
- 5.3.1.4. Where a substitute teacher position is cancelled without at least twelve (12) hours' notice due to the cancellation of a scheduled

event or other School Division decision, the cost of the substitute shall be the responsibility of the School Division.

### **5.3.2. School Division-Directed Training Development**

5.3.2.1. Any substitute teacher who has worked for the School Division for twenty-five (25) days or more on May 31 of each school year, who has been directed by the School Division to complete Occupational, Health and Safety (OH&S) training modules, will be paid one-half (1/2) of the daily substitute rate for up to three point five (3.5) hours of assigned training. In the event that the assigned OH&S training modules take beyond three point five (3.5) hours, a full daily substitute rate shall be paid.

### **5.3.3. Substitute Teacher Involvement in School Division Professional Development**

5.3.3.1. All active substitute teachers within the School Division will be invited to participate in the School Division-wide professional development days.

### **5.3.4. Assigned Duties of Teacher Replacing**

5.3.4.1. When a substitute teacher is hired, they will follow the schedule, including any unassigned time and supervision of the teacher they are booked to replace, except where the substitute teacher is replacing an administrator or a teacher of less than one point zero (1.0) FTE (part-time). Notwithstanding, the school administration may reassign duties to the substitute teacher where it is reasonable to support the effective operation of the school.

## **6. PART TIME TEACHERS**

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

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

#### **6.2.1. Contiguous Assignment**

6.2.1.1. A part-time teacher's assignment should be contiguous. In the event that a part-time teacher's assignment is not made contiguous, they will be provided with a written rationale of the decision.

#### **6.2.2. Alteration of Part-Time Equivalent**

6.2.2.1. Teachers on a continuous part-time contract shall not have their FTE status vary more than plus or minus zero point three (0.3) FTE in the period between September 1 to June 30 in a given school year without the agreement of the teacher.

## **7. GROUP BENEFITS**

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

*The School Division contributions of the monthly premium for the Alberta School Employee Benefit Plan (ASEBP) shall be one hundred per cent (100%).*

*Payment of the School Division's contributions for the teacher shall be ordered in the following manner:*

- 7.1.1. Extended Health Care—Plan 1*
- 7.1.2. Dental Care—Plan 3*
- 7.1.3. Extended Disability Benefit (EDB)—Plan D*
- 7.1.4. Vision Care Plan 3*
- 7.1.5. Life—Plan 2*
- 7.1.6. Accidental Death & Dismemberment (AD&D)—Plan 2*

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

*a) The School Division shall effect and maintain ASEBP:*

- 7.2.1. EDB—Plan D*
- 7.2.2. Life—Plan 2*
- 7.2.3. AD&D—Plan 2*
- 7.2.4. Extended Health Care—Plan 1*
- 7.2.5. Dental Care—Plan 3*
- 7.2.6. Vision Care—Plan 3*

*b) Alberta Health Care Insurance*

*applicable to and for the benefit of teachers in its employ according to the provisions of the plans.*

- 7.2.6. All teachers shall be members of the ASEBP—EDB Plan D, Life Plan 2 and AD&D Plan 2, as defined in clauses 7.2.1, 7.2.2 and 7.2.3.*
- 7.2.7. With respect to clause 7.2, it is understood that participation in ASEBP - Extended Health Care Plan 1 (clause 7.2.4), Dental Care Plan 3 (clause 7.2.5), and Alberta Health Care Insurance is not a condition of employment.*
  - 7.2.7.1. Effective September 1, 2022, all reference to Alberta Health Care Insurance and / or premiums in this collective agreement are removed.*

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

- 7.3.1. *The annual contribution to the HSA / WSA shall be seven hundred and twenty-five dollars (\$725.00).*
- 7.3.2. *The School Division shall provide an HSA / WSA to all eligible teachers. The plan shall be administered by ASEBP in accordance with the Canada Revenue Agency (CRA) and the Income Tax Act of Canada for the benefit of the teacher, their partner, and dependents.*

### **7.4. Other Group Benefits**

- 7.4.1. **Employment Insurance Premium Reduction:** It is understood that payment made toward the aforementioned benefit plans shall permit the School Division to retain and not pass on to teachers any rebates of premiums otherwise required under Unemployment Insurance Commission regulations.
- 7.4.2. **Payroll Deductions for Savings:** The School Division will make available the Alberta Teachers' Association Retirement Savings Plan through its payroll deduction system. For employees who choose to participate in this savings plan, the School Division will deduct the amount directed by the employee and submit only that amount to the savings plan. The employer is under no obligation, now or into the future, to contribute additional funds from the School or School Division's budgets on behalf of the employee.
  - 7.4.2.1. Notwithstanding clause 7.4.2, the teacher and the Association agree to hold harmless and indemnify the School Division from any deduction or withholdings for, or in respect of, any tax arising from the administration, and / or facilitating the participation in, the Alberta Teachers' Association Registered Savings Plan.

## **8. CONDITIONS OF PRACTICE**

### **8.1. Teacher Instructional and Assignable Time**

- 8.1.1. *Effective until August 31, 2022, teacher instructional time will be capped at 907 hours per school year.*
- 8.1.1. *Effective September 1, 2022, teacher instructional time will be capped at 916 hours per school year commencing the 2022–23 school year.*
- 8.1.2. *Teacher assignable time will be capped at 1200 hours per school year.*

### **8.2. Assignable Time Definition**

- 8.2.1. *Assigned Time is defined as the amount of time that School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
  - a) *operational days (including teachers' convention);*
  - b) *instruction;*

- c) *supervision, including before and after classes, transition time between classes, recesses, and lunch breaks;*
- d) *parent-teacher interviews and meetings;*
- e) *School Division and school-directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3;*
- f) *staff meetings;*
- g) *time assigned before and at the end of the school day; 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 clause 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*

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

### **8.3. Duty Free Lunch**

*The 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. Other Conditions of Practice**

8.4.1. *Staff deployment and administrative time shall be the responsibility of the Superintendent and principal in consultation with their staff.*

#### **8.5. School Calendar**

8.5.1. The School Division shall set and designate in each school year calendar two (2) days for classroom teachers to be free from students to perform tasks related to classroom duties.

8.5.2. The School Division shall notify the Local Association executive sixty (60) days prior to changes to the School Division-approved school calendars, except when mutually agreed upon between the Local Association executive and the School Division.

#### **8.6. Colony School Information Technology**

8.6.1. Teachers assigned to teach in a colony school shall be provided with a computer by the School Division while they are employed with the School Division to allow the teacher to fulfill the expectations of the School Division.

8.6.2. Retroactive to September 1, 2023, teachers assigned to teach in a colony school shall be provided a three hundred and sixty dollars (\$360) per year internet allowance to allow the teacher to fulfill the expectations of the School Division.

### **9. PROFESSIONAL DEVELOPMENT**

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

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

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

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

#### **9.2. Professional Development Fund**

9.2.1. The School Division shall allocate funds on a year-to-year basis to be used exclusively by School Division certificated teachers for professional development activities each school year.

9.2.2. The School Division contribution to the Professional Development (PD) Fund for each full-time equivalent teacher is four hundred and twenty-five dollars (\$425.00) per year.

- 9.2.2.1. In the event of a carry-over in professional development funds exceeds three hundred thousand (\$300,000), the amount over three hundred thousand (\$300,000) shall be deducted from the School Division's annual contribution for that school year.
- 9.2.2.2. Surplus funds from individual teacher PD accounts prior to September 1, 2019, shall not be included in the amount referred to in clause 9.2.2.1.
- 9.2.2.3. Prior to a teacher accessing any funds from the PD Fund, they must first access any money remaining in their individual teacher PD accounts. When the balance of the individual teacher PD accounts is zero (0), this clause will cease to exist.
- 9.2.3. A PD Fund Committee comprised of three (3) members authorized by the Local Association and three (3) members appointed by the School Division will be responsible for overseeing and managing the fund.
- 9.2.4. Prior to any use of the PD Fund by a School Division certificated teacher, the expenditure must be approved in writing through a process defined by the PD Fund Committee.

## **10. SICK LEAVE**

- 10.1. *In the first year of service with the School Division, a teacher shall be entitled to twenty (20) school days of sick leave at full salary. During the second and subsequent years of service, sick leave with full salary will be granted for ninety (90) calendar days.*
- 10.2. *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall continue to be entitled to the full number of sick leave days stipulated in clause 10.1. Notwithstanding the above, after twenty (20) school days of continuous absence during a teacher's first year of service, no further salary shall be paid. After ninety (90) calendar days of continuous absence during a teacher's second or subsequent years of service, no further salary shall be paid and the provisions of ASEBP shall take effect. A teacher who, in the second or subsequent year of service, returns to work after a continuous absence of ninety (90) calendar days shall have sick leave entitlement under clause 10.1 reinstated.*
- 10.3. *A teacher who has had previous service with the School Division and re-enters its employ within twenty-six (26) months of leaving, and upon production of a medical certificate of good health, the sick leave accumulated under clause 10.2 during the period of employment with the School Division shall be reinstated to the credit of the teacher.*
- 10.4. *The provisions of clause 10.2 shall not be altered because of a teacher's leave of absence.*
- 10.5. *Before any payment is made under the foregoing regulation, the teacher may be required to provide:*
  - 10.5.1. *A declaration, on a form to be provided by the School Division, where the absence is for a period of three (3) consecutive teaching days or less;*

10.5.2.

- a) *A teacher who is absent from school duties for a period of more than five (5) consecutive teaching days to obtain medical or dental treatment or because of accident, disability or sickness must provide the School Division with a medical leave certificate. The required certificate is included as Appendix 1 at the end of the collective agreement. The certificate must be provided as soon as reasonably possible. The cost of completing the medical leave certificate shall be borne by the School Division upon presentation of a receipt.*
- b) *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 thirty (30) calendar days must provide the School Division with a return-to-work certificate at least seven (7) calendar days prior to returning to work. The certificate is included as Appendix 2 at the end of the collective agreement. The cost of completing the return-to-work certificate shall be borne by the School Division upon presentation of a receipt.*

10.5.3. *A further medical certificate will be required if the condition of the employee changes substantially from the prognosis on the previous medical certificate.*

10.5.4. *The School Division may require a teacher to undergo a medical examination by a physician named or approved by the School Division. All costs associated with the medical examination shall be borne 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 teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one (1) parent of the child at the same time.*

## **11.3. Salary Payment and Benefit Premium (Set Supplementary Employee Benefits Plan)**

- 11.3.1. *At the commencement of maternity leave, the teacher shall be eligible for one (1) of the following options:*
- 11.3.2. *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3. *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*
  - a) *The teacher may access sick leave entitlement with pay as specified in article 10 for the period of illness or disability.*
  - b) *The School Division shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with one hundred per cent (100%) of their salary during thirteen (13) weeks of leave.*

- 11.3.4. *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The 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 will remain active for the duration of parental leave, but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred 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**

*A teacher may request from the School Division a temporary leave of absence as follows and where approved, the temporary leave of absence will be with pay provided the following conditions are met:*

- 12.1. *A paid day of personal leave, for not more than one (1) day in any school year, may be requested by a teacher for attending to private concerns in accordance with the following:*
  - 12.1.1. *Where the one (1) paid day is not used in a school year, it may be carried forward to be used in the next school year but not any further.*

- 12.1.2. *Subject to the operational needs of the school and the availability of a substitute teacher (if required) at the time of the request, a request for personal leave may be granted by the School Division.*
- a) *The teacher must submit the request to the Superintendent or designate through the teacher's principal or supervisor, in the absence reporting system.*
- 12.1.3. *Without the permission of the Superintendent or designate, a personal leave under this clause shall not be used:*
- a) *if the leave is requested less than seventy-two (72) hours in advance,*
- b) *during any scheduled parent-teacher interview days,*
- c) *to engage in any activity for financial gain, or*
- d) *during scheduled professional development days.*
- 12.1.4. *Teachers on a term contract must be under contract for a minimum of sixty (60) instructional days before being eligible for leave under this clause.*
- 12.2. *Temporary leave of absence with pay, provided the School Division is reimbursed for the cost of a substitute, shall be granted to teachers as follows:*
- 12.2.1. *Personal leave for not more than three (3) days in any school year shall be granted for attending to private concerns. Where possible, at least one (1) days' notice shall be given to the principal, or in the case of a principal, to the Superintendent or their office.*
- 12.2.2. *The cost of the substitute will be reimbursed to the School Division whether a substitute is required or not.*

### **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 clause.*

*Effective September 1, 2022*

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

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

*A teacher is entitled to temporary leave of absence with pay, and such leave is deemed to be an authorized absence approved by the School Division pursuant to section 220(1)(d)(ii) of the Education Act. Where such teacher is absent:*

#### **14.1. Critical Illness**

- 14.1.1. *For not more than five (5) teaching days, if necessary, because of the critical illness or death of a relative of the teacher or of the teacher's spouse.*

#### **14.2. Graduation and Convocation Leave**

- 14.2.1. For the period of one (1) day, plus one (1) day for traveling, if necessary, per school year to attend the teacher's convocation of a university or graduation from a post-secondary institution.
- 14.2.2. For not more than two (2) days per school year for the purpose of writing examinations in academic or professional courses, including travel time, if necessary.
- 14.2.3. For the period of one (1) day, plus one (1) day for traveling, if necessary, to attend the convocation or graduation from a high school and / or post-secondary institution of the teacher's spouse or child.

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

- 14.3.1. When, despite reasonable efforts, a teacher is unable to reach the school from their usual place of residence because of impassable roads or failure of transportation facilities other than their own, on these days:
- 14.3.1.1. The teacher will notify their principal of their absence as soon as possible and enter the absence into the School Division absence reporting system.
- 14.3.1.2. Where roads are reopened or become passable during the workday, the teacher is expected to attend their place of work for the portion of the day remaining, reflective of their teaching assignment.
- 14.3.2. When a school is closed by the Superintendent, teachers shall not be required to attend the affected school.

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

- 14.4.1. *For four (4) days per school year to attend to the medical / dental needs of immediate family members*

#### **14.5. Leave for Child's Arrival**

- 14.5.1. *For two (2) teaching days per year in the event of the birth of the teacher's child or the adoption of a child by the teacher.*

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

*Leave of absence without loss of salary shall be granted for*

- 14.6.1. *Jury duty or any summons related thereto; or*
- 14.6.2. *To answer a subpoena or summons, to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, provided that the*

*teacher remits to the School Division any witness fee or jury stipend (excluding allowances and/or expenses set by the court or other body).*

#### **14.7. General Discretionary Leave**

- 14.7.1. Additional leaves of absence may be granted by the School Division for reasonable causes with or without pay and with or without benefits.
- 14.7.2. Teachers accessing a general discretionary leave of absence will be returned to their assignment where possible and available if the leave is within the same school year. Leaves that extend beyond the school year will not be guaranteed a return to their previous assignment. A written rationale will be provided in cases whereby a teacher is not returned to their assignment.

#### **14.8. Deferred Salary Leave Plan**

- 14.8.1. The School Division shall offer to all teachers on a continuing contract a Deferred Salary Leave Plan as approved by the Canada Revenue Agency.

#### **14.9. Additional Parental Leave (without pay or benefits)**

- 14.9.1. In addition to the Parental Leave provided for in clause 11.2, teachers shall, upon written request, be granted an additional parental leave without pay or benefits for up to an additional fifty-two (52) weeks at the discretion of the Superintendent or designate.
- 14.9.2. Requests for additional parental leave must be made no later than three (3) months prior to the commencement of the additional parental leave.
- 14.9.3. Where additional parental leave is granted, the leave:
  - a) will commence immediately following a parental leave under clause 11.2; and,
  - b) will terminate at the end of the school year or on a date that is mutually agreeable between the teacher and the Superintendent or designate.
- 14.9.4. Upon expiration of the leave, the School Division shall endeavor to reinstate the teacher in the position or school site the teacher occupied at the time the leave commenced. If not possible, the teacher will be provided with an alternative position of a comparable nature.
- 14.9.5. The teacher may terminate the leave at any time. The teacher shall give the School Division no less than five (5) weeks' notice, in writing, of the intended date of return.

### **15. GRIEVANCE PROCEDURE**

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

- 15.1. *This procedure applies to differences:*

- 15.1.1. *about the interpretation, application, operation, or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
  - 15.1.2. *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*
- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the Superintendent or designate and the Associate Coordinator—Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the School Division, and shall contain the following:*
  - 15.4.1. *the name(s) of the parties aggrieved;*
  - 15.4.2. *a statement of facts giving rise to the grievance;*
  - 15.4.3. *the article(s) of the agreement that are alleged to have been violated; and,*
  - 15.4.4. *the remedy or correction being sought.*
- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.*
  - 15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
  - 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the School Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*

- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three- (3-) member arbitration board consisting of a chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three- (3-) member arbitration board, and the nominees shall endeavour to select an independent chair.*
- 15.12.1. *If the parties are unable to select a chair within fifteen (15) operational days of the appointment of the second 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. Transfers**

16.1.1. The School Division, if requesting a teacher to transfer to another school in another community, shall pay to that teacher moving expenses of two thousand, two hundred and fifty dollars (\$2,250), provided that the teacher finds it necessary to relocate the teacher's place of residence to the new community.

### **16.2. Information and Files**

16.2.1. Newly appointed teachers may be required to present a medical certificate of good health.

16.2.2. The School Division and Association recognize the advantage and acknowledge the mutual benefits to be derived from communication through the various channels that are available to them.

16.2.3. The School Division shall submit proposed School Division policies pertaining to teachers to the Executive of the Association Local No. 19 during the time which schools are operated. The Local Association Executive shall be given a minimum of four (4) weeks to provide feedback on proposed policies that pertain to teachers. The School Division will not implement a proposed policy within the four (4) weeks.

16.2.4. A digital copy of the School Division's Policy Handbook shall be made available to each teacher through the School Division's website. The School Division shall post a copy of the collective agreement on the School Division's website within thirty (30) after the signing of the agreement by the Associate Coordinator—Collective Bargaining, Teacher Employment Services.

### **16.3. Temporary / Probationary Teachers' Notice**

16.3.1. A teacher not in receipt of a continuous contract shall, where possible, be notified, in writing, by the Superintendent of Schools forty-five (45) days prior to the end of the current school year as to whether or not the teacher will be offered a continuous contract.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2024 A.D.

Signed on behalf of

**THE ALBERTA TEACHERS’  
ASSOCIATION**

\_\_\_\_\_  
Chair, Negotiating Subcommittee

\_\_\_\_\_  
Associate Coordinator—Collective  
Bargaining, Teacher Employment Services

Signed on behalf of

**THE PALLISER SCHOOL DIVISION**

\_\_\_\_\_  
Chairperson, Board of Trustees

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Secretary—Treasurer

## LETTERS OF UNDERSTANDING: CENTRAL

### LETTER OF UNDERSTANDING #1

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

*Signed by the parties on October 11, 2018*

## **LETTER OF UNDERSTANDING #2**

### **RE: INTERIM GRIEVANCE PROCEDURE**

**WHEREAS** at the time of signing this Letter of Understanding, the 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 LOU;

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

### **THE PARTIES AGREE AS FOLLOWS:**

#### **EFFECTIVE DATES**

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

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

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

#### **TRANSITION OF EXISTING GRIEVANCES**

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

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

## **INTERIM GRIEVANCE PROCEDURE**

- 15.1. *This procedure applies to differences:*

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

- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the Superintendent or designate and the Associate Coordinator—Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the School Division, and shall contain the following:*
  - 15.4.1. *the name(s) of the parties aggrieved;*
  - 15.4.2. *a statement of facts giving rise to the grievance;*
  - 15.4.3. *the article(s) of the agreement that are alleged to have been violated; and,*
  - 15.4.4. *the remedy or correction being sought.*
- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.*
  - 15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*

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

## **15.16. TEBA Involvement in Grievance Proceedings**

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

## **15.17. Optional Mediation Process**

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



*rely on the mediated discussion or outcomes should the matter be referred to an arbitration board for resolution.*

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

**15.18. Administration**

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

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

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

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

**LETTER OF UNDERSTANDING #3**

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

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

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

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

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

**LETTER OF UNDERSTANDING # 4**

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

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

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

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

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

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

**LETTER OF UNDERSTANDING #5**

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

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

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

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

*During the term of this 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**

*The 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 Association (see Appendix A); and,*
- *To ensure the consistent application of clause 3.4.9 in the movement of teachers between jurisdictions covered by the Public Education Collective Bargaining Act.*

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

## TEACHING EXPERIENCE FORM

Date: \_\_\_\_\_

Issuing School Division: \_\_\_\_\_

Teacher Name: \_\_\_\_\_

Teaching Certificate Number \_\_\_\_\_

### **Teaching Experience**

Recognized Years of Experience: \_\_\_\_\_

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

### **School Division Contact**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## **APPENDIX A—Teaching Experience Provisions**

### **3.4. Experience**

*Teachers shall:*

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

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

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

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

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

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

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

*Prior Experience*

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

- a) *Until proof of experience is submitted to the Superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*
- b) *If proof or evidence of application for such proof is submitted to the Superintendent or designate within forty (40) operational days of commencement of employment, the Superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
- c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

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

3.4.8. *A teacher requesting that the School Division recognize experience earned with a previous school division shall provide to the School Division written confirmation from the previous school division certifying:*

- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
- b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
- c) *The written confirmation is signed by an authorized officer of the previous School Division.*

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

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

## **LETTERS OF UNDERSTANDING: LOCAL**

### **LETTER OF UNDERSTANDING #10**

#### **PROFESSIONAL DEVELOPMENT FUND COMMITTEE REPORT**

Effective March 17, 2020, both parties mutually agree that Letter of Understanding #9—Pilot Project on Professional Development identified in the 2016–2018 Collective Agreement is completed and replaced with the following.

The Professional Development Fund Committee Report as identified in clause 9.2.3 of the 2018–2020 collective agreement shall produce a report by September 30, 2020, that includes the following:

The Professional Development Fund Committee Report includes the following:

- Terms of reference and operational guidelines for the Professional Development Fund Committee.
- Detailed guidelines explaining how certificated teachers access the Professional Development Fund and how the funds are to be used.
- A summary of usage of the fund during the 2019–2020 school year.
- An explanation of any changes the Professional Development Fund Committee has made to enhance access to the fund while at the same time ensuring the funds are used in a timely manner.

## **LETTER OF UNDERSTANDING #11**

### **EXTRA-CURRICULAR ACTIVITES**

The School Division and the Association both acknowledge the value of extra-curricular activities in enriching our school communities.

It is recognized that teacher involvement in extra-curricular activities is voluntary and therefore does not count as assignable time.

## **LETTER OF UNDERSTANDING #12**

### **SUBSTITUTE TEACHER TRAVEL**

The parties agree to meet in a collaborative capacity to discuss issues around substitute teachers. Two (2) members from the Association, as designated by Local Association, will attend. If substitute teacher coverage is required for Association attendance, they will be covered by the School Division. The members attending these discussions on behalf of the School Division will be the Superintendent or designate, and one (1) other member of central office executive as determined by the Superintendent.

The parties will review and discuss potential improvements and current challenges as it relates to substitute teacher travel, availability, fill-rates of substitute jobs, attraction and retention of substitute teachers, and any further issues that arise from committee discussion.

The data and options discussed shall be compiled into a report. The final report will be provided to The Palliser School Division Board of Trustees and the Local Association Executive. The final report shall be completed thirty (30) working days from the conclusion of the last scheduled meeting.

Either party can bring forward outstanding issues or concerns for resolution in the next round of local negotiations, or if jointly agreed to, the parties can engage in mid-term discussions to implement agreements stemming from this committee work.

This letter of understanding will expire at the conclusion of the next round of local bargaining.

## **LETTER OF UNDERSTANDING #13**

### **COLONY TRAVEL ALLOWANCE**

Effective September 1, 2023, the School Division agrees to provide an allowance of six hundred and fifty dollars (\$650) to full time teachers at colony schools that are currently not in receipt of the vice-principal or principal allowance, pro-rated to a part-time teacher's FTE.

This letter of understanding will expire at the conclusion of the next round of local bargaining.

**APPENDIX 1**

**MEDICAL LEAVE CERTIFICATE FOR TEACHERS  
THE PALLISER SCHOOL DIVISION**

1. Teacher's Name: \_\_\_\_\_

2. Job Title / Occupation: \_\_\_\_\_

3. The teacher was unable to work due to medical reasons beginning:

- Date \_\_\_\_\_

4. Is the patient receiving treatment?

- Yes \_\_\_\_\_
- No \_\_\_\_\_
- None required \_\_\_\_\_

5. Anticipated date of return to work:

- Date \_\_\_\_\_

*If date unknown, is the absence likely to be:*

\_\_\_ < 30 days \_\_\_ 30–60 days \_\_\_ 61–90 days \_\_\_ > 90 days \_\_\_ currently indeterminable

6. Anticipated date of next reassessment, if applicable: \_\_\_\_\_

7. If the teacher is ready to return to work are they;

- Fit and able to return to work with no restrictions? Yes \_\_\_ No \_\_\_
- Or fit and able to return to work with modified work? Yes \_\_\_ No \_\_\_

List of work-related restrictions:

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Attending Physician: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Please Print Name)

Work Address of Physician: \_\_\_\_\_



**APPENDIX 2**

**RETURN TO WORK CERTIFICATE FOR TEACHERS**

**THE PALLISER SCHOOL DIVISION**

1. Teacher's Name: \_\_\_\_\_

2. Job Title / Occupation: \_\_\_\_\_

3. Date of this return-to-work assessment: \_\_\_\_\_

4. Anticipated date of return to work: \_\_\_\_\_

5. Is the teacher ready to return to work:

- With no restrictions?      Yes \_\_\_      No \_\_\_
- Or with modified work?      Yes \_\_\_      No \_\_\_

*If so, list work-related restrictions:*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Are the restrictions temporary?    Yes \_\_\_      No \_\_\_

- If temporary, please specify the anticipated length of the restriction(s)  
(e.g. days / weeks / months) \_\_\_\_\_

- If temporary, what is the anticipated date of the teacher's next medical appointment?

\_\_\_\_\_

Date: \_\_\_\_\_

Attending Physician: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Please Print Name)

Work Address of Physician: \_\_\_\_\_