

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 WESTWIND SCHOOL DIVISION

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024



TABLE OF CONTENTS

1. APPLICATION / SCOPE	3
2. TERM.....	5
3. SALARY.....	8
4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE.....	14
5. SUBSTITUTE TEACHERS	17
6. PART TIME TEACHERS.....	19
7. GROUP BENEFITS	19
8. CONDITIONS OF PRACTICE.....	21
9. PROFESSIONAL DEVELOPMENT.....	23
10. SICK LEAVE / MEDICAL CERTIFICATES AND REPORTING.....	24
11. MATERNITY, ADOPTION AND PARENTAL LEAVE	25
12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE	28
13. ASSOCIATION LEAVE AND SECONDMENT.....	28
14. OTHER LEAVES.....	30
15. GRIEVANCE PROCEDURE	32
16. EMPLOYMENT.....	36
SIGNATURE PAGE.....	37
LETTERS OF UNDERSTANDING: CENTRAL	38
LETTERS OF UNDERSTANDING: LOCAL	55
APPENDIX 1 MEDICAL LEAVE CERTIFICATE FOR TEACHERS.....	59
APPENDIX 2 RETURN TO WORK CERTIFICATE FOR TEACHERS	60

This collective agreement is made this ____ of _____ 2024 between The Westwind School Division (“School Division”) and The Alberta Teachers’ Association (“Association”).

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

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

WHEREAS the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties, and

WHEREAS the parties desire that these matters be set forth in a collective agreement to govern the terms of employment of the said teachers.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH that in consideration of the premises and 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
- 1.2.2. Assistant Superintendent
- 1.2.3. Associate Superintendent
- 1.2.4. Deputy Superintendent
- 1.2.5. Director positions

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. Structural Provisions

1.10.1. Standing Committee

- 1.10.1.1. A standing committee shall be established to meet semi-annually, for the discussion of issues and concerns that may arise from time to time. The committee will consist of a minimum five (5) members of Association Local #12 and five (5) members of the School Division and the superintendent of schools.

- 1.11. *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

- 2.8.1. *As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31st and March 31st, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five (5) months. Nothing in this Clause prevents the School Division from providing the information on a more frequent basis.*
- 2.8.2. *The School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December:*
- 2.8.2.1. *Teacher distribution by salary grid category and step as of September 30th;*

- 2.8.2.2. *Health Spending Account (HSA) / Wellness Spending Account (WSA) / Registered Retirement Savings Plan (RRSP) utilization rates;*
- 2.8.2.3. *Most recent School Division financial statements;*
- 2.8.2.4. *Total benefit premium cost;*
- 2.8.2.5. *Total substitute teacher cost; and,*
- 2.8.2.6. *Total allowances cost.*

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

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

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

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

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

- 2.8.2.1. *HSA / WSA / RRSP utilization rates;*
- 2.8.2.2. *Most recent School Division financial statements;*
- 2.8.2.3. *Total benefit premium cost;*
- 2.8.2.4. *Total substitute teacher cost;*

- 2.8.2.5. *Total principal / vice principal / assistant principal allowance cost;*
- 2.8.2.6. *Total other allowance cost; and,*
- 2.8.2.7. *Notwithstanding the timeline set out in Clause 2.8.2, the full-time assignable hours for a typical full time teacher for each school shall be provided no later than October 31st.*

3. SALARY

3.1. Salary Pay Date / Schedule

- 3.1.1. *Teachers under contract, except substitutes shall be paid on the twenty-eighth (28th) of the month with the exception of December when teachers shall be paid on the twentieth (20th) of the month.*
- 3.1.2. *Any teacher completing a full year's service shall have made available for professional development to the teacher any sums outstanding at the end of the year's teaching. Written application must be made prior to June 1st.*
- 3.1.3. *Payment for teachers shall be in accordance with the memorandum regarding calculation of salary for the purpose of both payment and deduction, memorandum between the Association and the Alberta School Trustees' Association signed on / or about January 6, 1972.*
- 3.1.4. *Payment for administration shall commence on the effective date of appointment of the administrator.*

3.2. Grid

- 3.2.1. *The following shall determine the placement on the salary schedule:*
 - 3.2.1.1. *the number of years of teacher education in accordance with Clause 3.3*
 - 3.2.1.2. *the number of years of teaching experience in accordance with Clause 3.4.*
- 3.2.2. *The School Division shall pay all the teachers monthly one-twelfth (1/12) of the salary in effect for that month as herein set forth and computed. For the purposes of this collective agreement, allowances shall be considered to be part of the salary.*
- 3.2.3. *Effective until June 9, 2022*

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 58,778	\$ 62,307	\$ 66,044
1	\$ 62,292	\$ 65,806	\$ 69,553

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
2	\$ 65,805	\$ 69,308	\$ 73,060
3	\$ 69,318	\$ 72,800	\$ 76,568
4	\$ 72,832	\$ 76,304	\$ 80,074
5	\$ 76,343	\$ 79,809	\$ 83,584
6	\$ 79,858	\$ 83,307	\$ 87,090
7	\$ 83,373	\$ 86,805	\$ 90,598
8	\$ 86,886	\$ 90,306	\$ 94,107
9	\$ 90,396	\$ 93,806	\$ 97,614
10	\$ 93,914	\$ 97,306	\$ 101,124

3.2.4. Effective June 10, 2022, 0.50% increase.

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 59,072	\$ 62,619	\$ 66,374
1	\$ 62,603	\$ 66,135	\$ 69,901
2	\$ 66,134	\$ 69,655	\$ 73,425
3	\$ 69,665	\$ 73,164	\$ 76,951
4	\$ 73,196	\$ 76,686	\$ 80,474
5	\$ 76,725	\$ 80,208	\$ 84,002
6	\$ 80,257	\$ 83,724	\$ 87,525
7	\$ 83,790	\$ 87,239	\$ 91,051
8	\$ 87,320	\$ 90,758	\$ 94,578
9	\$ 90,848	\$ 94,275	\$ 98,102
10	\$ 94,384	\$ 97,793	\$ 101,630

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

3.2.5. Effective September 1, 2022, 1.25% increase.

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 59,810	\$ 63,402	\$ 67,204
1	\$ 63,386	\$ 66,962	\$ 70,775
2	\$ 66,961	\$ 70,526	\$ 74,343
3	\$ 70,536	\$ 74,079	\$ 77,913
4	\$ 74,111	\$ 77,645	\$ 81,480
5	\$ 77,684	\$ 81,211	\$ 85,052
6	\$ 81,260	\$ 84,771	\$ 88,619

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
7	\$ 84,837	\$ 88,329	\$ 92,189
8	\$ 88,412	\$ 91,892	\$ 95,760
9	\$ 91,984	\$ 95,453	\$ 99,328
10	\$ 95,564	\$ 99,015	\$ 102,900

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

3.2.6. Effective September 1, 2023, 2.00% increase.

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 61,006	\$ 64,670	\$ 68,548
1	\$ 64,654	\$ 68,301	\$ 72,191
2	\$ 68,300	\$ 71,937	\$ 75,830
3	\$ 71,947	\$ 75,561	\$ 79,471
4	\$ 75,593	\$ 79,198	\$ 83,110
5	\$ 79,238	\$ 82,835	\$ 86,753
6	\$ 82,885	\$ 86,466	\$ 90,391
7	\$ 86,534	\$ 90,096	\$ 94,033
8	\$ 90,180	\$ 93,730	\$ 97,675
9	\$ 93,824	\$ 97,362	\$ 101,315
10	\$ 97,475	\$ 100,995	\$ 104,958

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

3.3. Education

- 3.3.1. The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.
- 3.3.2. The adjustment dates for increased teacher's education shall be September 1st, and February 1st.
- 3.3.3. For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four (4) years education.

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

3.4. Experience

Teachers shall:

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

Prior Experience

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

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

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

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

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

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

Effective until June 9, 2022

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

Effective June 10, 2022 repeal and replace Clause 3.4.10 above:

3.4.10. *Clauses 3.4.6 through 3.4.9 of this Article shall be applicable only to teachers whose date of hire is on or after the effective date of this 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 repeal and replace Clause 3.5.2 above:

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 Allowances

3.6.1. Teacher Assigned to Multiple Locations Allowance

3.6.1.1. Any teacher required to teach in more than one (1) school shall receive a per diem allowance, paid at current School Division per kilometre rate, for such days when the distance travelled between schools exceeds eight (8) kilometres.

3.6.2. Service Outside Operational Days

3.6.2.1. Teachers who agree to render professional service to the School Division outside of the regular school calendar or school day at the request of the School Division shall be compensated at a rate of one two-hundredth (1/200th) per full day or one four-hundredth (1/400th) per half (1/2) day (less than three (3) hours).

3.6.3. Long Service Retention

3.6.3.1. All teachers who have provided twenty five (25) years or more of service with the School Division shall receive three hundred dollars (\$300.00) at every five (5) year increment (twenty five (25), thirty (30), thirty-five (35)) as a long service incentive.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations / Positions

4.1.1. It is the right of the School Division to create and fill administrative, supervisory, and consultative positions provided that said positions are limited to those set out in Clause 4.2.3 and other Articles of this collective agreement.

4.2. Administration Allowances

4.2.1. Principal Allowances

4.2.1.1. In addition to their salary in Clause 3.2, each principal (excluding Hutterite Colony principals) shall receive, monthly, an allowance equal to one-twelfth (1/12) of the following schedule:

	Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
Greater than 50 FTE Students	\$ 10,037.61	\$ 10,087.80	\$ 10,213.90	\$ 10,418.18
Less than 50 FTE Students	\$ 7,889.98	\$ 7,929.43	\$ 8,028.55	\$ 8,189.12

PLUS a per student allotment as per the following schedule:

	Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
First 300 Students	\$ 39.85	\$ 40.05	\$ 40.55	\$ 41.36
301–600 Students	\$ 21.34	\$ 21.45	\$ 21.72	\$ 22.15
Over 600 Students	\$ 11.28	\$ 11.34	\$ 11.48	\$ 11.71

4.2.1.2. These amounts will be calculated using September 30th enrolment counts for each year using the following definitions for students:

- Pre-K student = 0.25 FTE
- Kindergarten student = 0.50 FTE

- Grade 1 – 12 student = 1.0 FTE

4.2.1.3. For each one per cent (1%) adjustment (or portion thereof) to the salary grid, as per Clause 3.2, increases / decreases to the principal allowance, Clause 4.2.1.1, will occur as follows:

- \$0.35 per student added / subtracted to the rate for the first 300 students.
- \$0.15 per student added / subtracted to the rate for the second 300 students.
- \$0.05 per student added / subtracted to the rate for the remaining students.

4.2.1.4. No principal allowance shall be less than the highest allowance calculated for a vice principal.

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

4.2.2. Vice Principal Allowance

4.2.2.1. In addition to their salary in Clause 3.2, each vice principal shall receive one-half (1/2) or one-quarter (1/4) of the allowance paid to the principal depending on their designation of either a one point zero (1.0) or a zero point five (0.50) vice principal.

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

4.2.3. Other Allowances

4.2.3.1. In addition to the salary under Clause 3.2 there shall be paid as per the following schedule to designated personnel employed by the School Division.

Position	Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
Supervisors	\$ 10,479.16	\$ 10,531.56	\$ 10,663.20	\$ 10,876.46
Coordinators	\$ 5,030.18	\$ 5,055.33	\$ 5,118.52	\$ 5,220.89
Consultants	\$ 2,578.17	\$ 2,591.06	\$ 2,623.45	\$ 2,675.92
Team Leaders	\$ 1,522.51	\$ 1,530.12	\$ 1,549.25	\$ 1,580.23
Summer Counseling Services	\$ 1,268.75	\$ 1,275.09	\$ 1,291.03	\$ 1,316.85

4.2.4. Hutterite Colony Allowance

4.2.4.1. *Hutterite Colony teachers shall be paid in addition to their salary as calculated in Clause 3.2, an allowance equal to five per cent (5.0%) of the fourth (4th) year minimum. The Hutterite Colony allowance is not subject to the minimum allowance in Clause 4.2.1.5.*

4.3. Red Circling

4.3.1. A principal or vice principal who is directed by the School Division to another school, keeping their designation, at which the administrative allowance is less, shall continue to be calculated at the previous allowance rate for three (3) years.

4.4. Acting / Surrogate Administrators – Compensation

4.4.1. In a school where there is no vice principal, a teacher shall be designated by the School Division to be acting principal in the absence of the principal and shall be paid an amount equivalent to one two-hundredth (1/200th) of twenty-five per cent (25%) of the principal's allowance for each half (1/2) day of the principal's absence. This Clause does not apply to Hutterite Colony schools.

4.4.2. In a school where the principal and vice principal are absent, a teacher shall be designated by the School Division to be acting principal and shall be paid an amount equivalent to one two-hundredth (1/200th) of twenty-five per cent (25%) of the principal's allowance for each half (1/2) day of absence.

4.4.3. When, in the absence of the principal, the vice principal or any other designee acts in their place for a period of five (5) or more consecutive school days, the vice principal or designee shall receive an allowance of one two-hundredth (1/200th) of the principal's allowance as calculated in Clause 4.2.1 effective on the fifth (5th) day and for every consecutive school day thereafter until the return of the principal.

4.5. Teachers with Principal and Assistant / Vice Principal Designations

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

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

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

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

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

4.6. Other Administrator Conditions

4.6.1. Lieu Days for School-Based Administrators

- 4.6.1.1. School-based principals will be granted two (2) days in lieu per school year, at a time mutually agreeable to the principal and the superintendent or designate. These days must be used in the school year earned. There is no payout for these days.
- 4.6.1.2. School-based vice principals will be granted one (1) day in lieu per school year, at a time mutually agreeable to the vice principal and the superintendent or designate. These days must be used in the school year earned. There is no payout for these days.

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 Daily 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 \$215.72 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.*

5.2. Commencement of Grid Rate

- 5.2.1. **Number of days to go on grid:** *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 (6th) consecutive teaching day, according to placement on the salary grid subject to the terms of this collective agreement.*
 - 5.2.1.1. *Notwithstanding Clause 5.2.1, a substitute teacher who fills a teaching position for more than four (4) consecutive days and who accepts a contract of employment for the School Division shall be paid effective the first day according to placement on the salary grid.*
- 5.2.2. *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day, or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3. Other Substitute Teacher Conditions

5.3.1. Cancellation of 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 proper 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 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.

- 5.3.1.5. Where a substitute teacher position is cancelled due to school closure.

5.4. Injury on the Job

- 5.4.1. A substitute teacher who suffers a physical injury on the job while teaching in the School Division, must report the incident immediately to school administration. An incident report must be put in Public School Works before the conclusion of the assigned shift at the school where it occurred, and the submission of a medical note. If a substitute teacher is unable to work previously scheduled days with the School Division immediately following the incident, the School Division will cover the per-diem for a maximum three (3) days.

5.5. Substitute Professional Development

- 5.5.1. Any substitute teacher may request to the School Division, approval to attend a school or School Division professional development day. Substitute teachers who have rendered fifty (50) days of service in the present and / or past school year can apply to receive one (1) full day of substitute teacher salary per full-day professional development attended, up to a maximum of two (2) paid professional development days.

6. PART TIME TEACHERS

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

6.2. Part Time Teachers Benefits and Proration

- 6.2.1. Part time teachers, who are eligible, shall be paid in accordance with Clause 7.1.1., on a prorata basis.

6.3. Alteration of Part Time Assignment

- 6.3.1. Part time teachers' FTE cannot be changed by more than zero point two-five (0.25) FTE per school year unless by mutual agreement.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier, and Premiums

- 7.1.1. The School Division shall pay one hundred per cent (100%) of each teacher's premiums for the following plans:

- 7.1.1.1. Alberta School Employee Benefit Plan (ASEBP)

- 7.1.1.2. ASEBP Extended Disability - Plan D and Life, Accidental Death, and Dismemberment - Schedule 2

7.1.1.3. *ASEBP Extended Health Care - Plan 1*

7.1.1.4. *ASEBP Dental Care - Plan 3*

7.1.1.5. *ASEBP Vision Plan 3*

7.1.1.6. *Effective until August 31, 2022, Alberta Health Care Insurance*

7.1.1.6.1. *Effective September 1, 2022, all references to Alberta Health Care Insurance / premiums are removed from this collective agreement.*

7.1.2. *Applicable to and for the benefit of teachers in its employ, according to the provisions of the plans.*

7.1.3. *All teachers shall be members of the ASEBP - Plan D, Schedule 2, as defined in Clause 7.1.1.2.*

7.2. Group Benefits Eligibility

7.2.1. *With respect to Clause 7.1.2 it is understood that participation ASEBP - Extended Health Care Plan 1, Dental Care Plan 3, Alberta Health Care Insurance and Vision Plan 3 are not a condition of employment.*

7.2.2. *The School Division will not provide benefits during any leaves of absences, including extended disability, except as provided in Clauses 11, 12, 13 and 14 of this collective agreement, however the teacher may, at their discretion, pay one hundred per cent (100%) of the ASEBP premiums during such leave provided that such provisions are approved by benefit plan regulations.*

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

7.3.1. *The School Division will provide for each teacher who is on a temporary contract of at least thirty (30) days duration, probationary, or continuing contract, and based on their FTE, a combined HSA / WSA teacher package through ASEBP based on the following schedule:*

7.3.1.1. *HSA / WSA \$725.00*

7.3.2. *Teachers for whom the School Division is not paying benefits will not receive an HSA / WSA allocation.*

7.4. Other Group Benefits

7.4.1. Employment Insurance Premium Reduction

7.4.2. *It is understood that payments toward the aforementioned benefit plan shall permit the School Division to retain and not pass on to teachers any rebates of premiums otherwise required under Employment Insurance Commission regulations.*

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 2022-2023 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. Other Conditions of Practice

8.3.1. Staff deployment and administrative time shall be the responsibility of the superintendent and principal in consultation with the staff.

8.4. School Calendar

8.4.1. If the School Division wishes to change the commencement date of the school year, they shall notify the teachers of such change at least three (3) months prior to the commencement of that school year.

8.5. New Teacher Orientation

8.5.1. A newly hired teacher, who attends an orientation day(s) prior to the first scheduled day for all teachers, shall receive one two-hundredths (1/200th) of their annual salary per day of orientation and shall have their benefits commence on the first day of the orientation.

8.6. Extra Curricular Involvement

8.6.1. The parties recognize the value of extra curricular activities including the participation of teachers. However, teacher participation in extra curricular activities is voluntary. Should a teacher decide to participate in such activities, the teacher will not be paid for such service, and it will not count as assignable time.

8.7. 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.

8.7.1. *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.*

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

9. PROFESSIONAL DEVELOPMENT

9.1. Teacher Professional Growth Plan

- 9.1.1. *Teacher Professional Growth Plans will consider but will not be required to include the School Division's goals.*
- 9.1.2. *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*
- 9.1.3. *School Divisions and / or schools are not restricted in developing their own staff development plan in which the School Division and / or school may require teachers to participate.*

9.2. Professional Leave

Notwithstanding Clause 9.2.1 through 9.2.6 the School Division may offer a summer professional leave to assist teacher(s) in retraining for a specific classroom assignment as posted by the School Division. A teacher who is granted summer professional leave will receive up to fifteen hundred dollars (\$1,500) in reimbursement for tuition costs.

- 9.2.1. *Professional leave shall mean leave of absence granted by the School Division on application by a teacher for the following reasons:*
 - 9.2.1.1. *Study approved by the School Division to upgrade a teacher's academic or professional status, or for other reasons, which are acceptable to the School Division.*
- 9.2.2. *A teacher who is granted professional leave shall give an undertaking in writing to return to their duties following expiration of their leave and shall not resign from teaching service, other than by mutual agreement between the School Division and the teacher, for a period of at least two (2) school years after resuming their duties. Should a teacher resign or retire from service of the School Division before completing their two (2) year's service following such leave; repayment of leave salary shall be made to the School Division on a prorata basis.*
- 9.2.3. *All applications for professional leave shall be submitted to the School Division by April 1st preceding the school year in which the professional leave is to commence.*
- 9.2.4. *The School Division may, after reviewing the applications for professional leave, grant up to two (2) such leaves per school year. Those requesting*

leaves shall apply to the School Division prior to April 1st in the year preceding the school year in which the professional leave is requested to occur. Those granted professional leave shall be so informed by April 30th preceding the school year in which the professional leave is to commence.

- 9.2.5. A teacher who is granted professional leave for a school year shall receive as salary fifty per cent (50%) of the fourth (4th) year maximum (as per Clause 3.2.3) during the year of their professional leave, payable in a manner agreed upon by both parties. For a half (1/2) year of professional leave, payment as salary shall be one half (1/2) of fifty per cent (50%) of the fourth (4th) year maximum. A part time teacher granted a professional leave shall receive the applicable salary herein on a prorata basis.
- 9.2.6. *Professional leave may be applied for after five (5) years or during the fifth (5th) year of continuous service with the School Division.*
- 9.2.7. *Upon resumption of duties, the teacher shall be returned to a position no less favourable to the teacher than the one which they enjoyed before the leave was taken, when such assignment is practicable.*

10. SICK LEAVE / MEDICAL CERTIFICATES AND REPORTING

- 10.1. *In the first year of service with the School Division, a teacher shall be entitled to twenty (20) school days of sick leave at full salary. During the second and subsequent years of service, annual 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 in 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 A.S.E.B.P. shall take effect. A teacher who in their second or subsequent year of service returns to work after a continuous absence of ninety (90) calendar days shall have their leave entitlement under Clause 10.1 reinstated upon submission of a medical certificate of good health.*
- 10.3. *When a teacher leaves the employ of the School Division all accumulated sick leave shall be cancelled except as provided in Clause 10.3.1.*
 - 10.3.1. *Notwithstanding Clause 10.3 in the case of 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, Clause 10.1 during the period of employment with the School Division shall be reinstated to the credit of the teacher.*
- 10.4. *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability, or sickness for a period of five (5) or less consecutive teaching days must indicate on their teacher absent report form whether the absence was due to illness, medical appointment, dental appointment, or other health related appointment.*

10.5. Medical Leave Form

10.5.1. *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 to School Division office as soon as reasonably possible and at least twenty-four (24) hours prior to the teacher's return to work. For an extended absence, it is expected that the required certificate be received at School Division office not later than fifteen (15) calendar days from the first day of the absence.*

10.6. Updated Medical Leave Certificate

10.6.1. *If the information provided by the doctor on a previous Medical Leave Certificate (**Appendix 1**) changes, the teacher shall provide the School Division with an updated Medical Leave Certificate (**Appendix 1**) as soon as reasonably possible. The School Division shall reimburse the teacher for the cost, if any, of the preparation by the doctor of an updated medical certificate.*

10.7. Return to Work

10.7.1. *When a medical leave lasts beyond thirty (30) calendar days, a return to work meeting must occur with the superintendent or designate prior to the teacher returning to work. The teacher will provide the School Division a Return to Work Certificate (**Appendix 2**) five (5) working days prior to the anticipated return to work date, or at the time of the return to work meeting.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

11.1.1. *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*

11.1.2. *Maternity leave shall be without pay and benefits except as provided in Clause 11.3.*

11.1.3. *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*

11.1.4. *The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School Division no less than four (4) weeks' notice, in writing, of the intended date of return.*

- 11.1.5. *Upon expiration of the leave provided pursuant to Clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.*

11.2. Parental Leave

- 11.2.1. *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2. *Parental leave shall be without pay and benefits except as provided in Clause 11.3.*
- 11.2.3. *The teacher shall give the School Division at least six (6) weeks' written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4. *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks' notice, in writing, of the intended date of return.*
- 11.2.5. *Upon expiration of the leave provided pursuant to Clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6. *If teachers under Clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one (1) teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one (1) parent of the child at the same time.*

11.3. Salary Payment and Benefit Premium Set Supplementary Employment Benefits (SEB) Plan

- 11.3.1. *At the commencement of maternity leave, the teacher shall be eligible for one 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 SEB plan which shall provide teachers on maternity leave with one hundred per cent (100%) of their salary during fifteen (15) 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.*

11.5. Additional Parental Leave

- 11.5.1. Upon request, a teacher may be entitled to an extended parental leave of absence without pay or School Division contributions to the benefits plan for up to six (6) months beyond the maximum parental leave identified in Clause 11.2.
- 11.5.2. The extended leave must commence immediately following parental leave under Clause 11.2.
- 11.5.3. Application for such leave must be made no later than three (3) months prior to the commencement of the extended portion of the parental leave.

12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE

- 12.1. *Temporary leave of absence with pay shall be granted to teachers as follows provided that an amount equivalent to the salary of a substitute is forthcoming to the School Division through payroll deduction or payment from other sources:*
 - 12.1.1. *Personal leave for not more than five (5) 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 central office.*
- 12.2. *Where a teacher takes a personal leave on an instructional day where the substitute teacher receives the half-day (1/2) rate of pay, the amount deducted from the teacher's salary will be the actual cost of the substitute teacher.*
- 12.3. *The School Division discourages taking leave days on planned professional development days and other non-instructional days. In the event that a teacher takes a "personal day" on any day where a substitute is not required, the cost to that teacher for that day will be at the full-day rate of pay for a substitute teacher.*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

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

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

Effective September 1, 2022

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

14. OTHER LEAVES

14.1. *Where a teacher is absent from work for the entire work day, whether a substitute teacher is required or not, that day shall be deemed to be a “full day” for the purpose of reducing the number of eligible leave days for the teacher. For example, where a teacher takes a leave day on an early-dismissal day, it is considered a full day of leave, not a half (1/2) day, regardless of the nature of the leave.*

14.2. **With Full Pay**

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorised absence approved by the School Division. Where such teacher is absent:

14.2.1. **Critical Illness or Death Leave**

14.2.1.1. *For not more than five (5) teaching days per school year, if necessary, because of the critical illness or death of any of the following legal relatives of the teacher or spouse: Spouse, child, parent, grandparent, grandchild, sister, brother, aunt, uncle, niece, nephew, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or other relative who is a member of the teacher's household.*

14.2.1.2. *Where critical illness is not followed by death within thirty (30) days, the School Division may require a medical certificate stating that critical illness was the reason for absence. Such medical certificate may be requested by the School Division within thirty (30) days of their being notified.*

14.2.2. **Family Medical / Needs Leave (Not a Discretionary Day)**

14.2.2.1. *Two (2) days per school year to provide necessary medical or emergent support and / or care for a family member. Family member is defined as spouse, child, parent, parent-in-law, and any other person residing in the teacher's household as a member of the family.*

14.2.3. **Impassable Roads Leave**

14.2.3.1. *For those days on which a teacher is unable to reach the school from their usual place of residence because of impassable roads when the absence is approved by the principal.*

14.2.4. **Jury Duty / Court Appearance Leave**

14.2.4.1. *For those days in which a teacher has been subpoenaed to appear in court to give professional, job related evidence. A copy of the subpoena shall be submitted with the month end report.*

14.2.4.2. *To attend to a directive to serve as a juror in any court operated by either the Province of Alberta or the Government of Canada. The*

School Division will subrogate any compensation received by the employee, excluding reimbursements for expenses.

14.2.5. Discretionary Leave

14.2.5.1. General Discretionary Day

In the case of a teacher without a principal designation, one (1) day per school year discretionary leave providing one (1) days' notice is given to the principal and a suitable substitute can be found. In the case of a teacher with a principal designation, one (1) day per school year discretionary leave providing one (1) days' notice is given to the superintendent or designate, and an appropriate substitute can be found.

14.2.5.2. Incentive Day

For each school year in which a teacher uses two (2) or less days sick leave they will earn one (1) day incentive leave (discretionary day).

14.2.5.3. Wellness Day

When a teacher earns the sick leave incentive day in two (2) consecutive years they will be awarded a wellness day (discretionary day). After a wellness day has been earned, a new two (2) year block toward an additional wellness day begins.

14.2.5.4. Provision for Accumulation

Discretionary leave days can be accumulated up to a maximum of seven (7) days. Once seven (7) discretionary days have been accumulated, any further accumulation will only be allowed up to a maximum of eight (8), and the eighth (8th) day must be used prior to December 31st in the same school year in which the days were awarded, at which time the maximum accumulated days will revert to seven (7).

14.2.5.5. Approval for Use of Discretionary Days

Discretionary days (discretionary, incentive and / or wellness), as per Clause 14.2.5.1, 14.2.5.2 and 14.2.5.3, may be taken with the approval of the principal providing that an appropriate substitute can be found. In the case of a principal, the leave must be approved by the superintendent or designate.

14.2.5.6. Approval for Consecutive Days of Discretionary Leave

The principal may authorize the use of up to three (3) consecutive discretionary days, providing that a suitable substitute can be found. Teachers requesting to use discretionary days in excess of three (3)

consecutive teaching days must forward their request through the principal, to the superintendent of schools or designate. All requests for more than three (3) consecutive days of leave, must be received by the superintendent or designate no less than ten (10) calendar days prior to the first day of the requested leave.

14.2.5.7. Pay Out Provision

At the time of retirement or termination of employment with the School Division, each accumulated discretionary day will be valued at the current rate of substitute pay (Clause 5.1) to determine the amount paid to the teacher. The number of days paid will never exceed seven (7).

14.3. School Closure

- 14.3.1. When school is closed for all students due to health reasons, inclement weather, physical plant breakdowns, teachers will not be required to attend school.

14.4. Deferred Salary Leave

- 14.4.1. The School Division agrees to implement a Deferred Salary Leave Plan as approved by Revenue Canada and as available at the central office and at each school.
- 14.4.2. An "**Eligible Teacher**" shall mean a teacher employed pursuant to a contract that continues in force from year to year. The maximum number of participants on leave of absence in any one (1) year shall be subject to a decision of the School Division taking into account the number of years of participation of each teacher and the needs of the system.
- 14.4.3. A teacher's benefits will be maintained by the School Division during their leave of absence, provided the teacher requests such in writing three (3) months prior to date of leave. The teacher shall pay to the School Division the full cost of any benefit premiums paid on their behalf.

15. GRIEVANCE PROCEDURE

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

15.1. This procedure applies to differences:

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

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

- 15.9. *If the difference is not resolved through the response in Clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three (3) member arbitration board consisting of a chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three (3) member arbitration board, and the nominees shall endeavour to select an independent chair.*
- 15.12.1. *If the parties are unable to select a chair within fifteen (15) operational days of the appointment of the second (2nd) representative, either party may request the Director of Mediation Services to appoint a chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the chair.*
- 15.14. *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator / arbitration board is final and binding on:*
- 15.15.1. *the School Division and the Association; and,*
- 15.15.2. *teachers covered by the collective agreement who are affected by the award.*

15.16. *TEBA Involvement in Grievance Proceedings*

- 15.16.1. *At any point in the grievance procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.*
- 15.16.2. *At any point in the grievance procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the School Division.*
- 15.16.2.1. *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under Clause 15.16.2.*

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

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

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

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

15.17. Optional Mediation Process

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

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

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

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

15.18. Administration

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

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

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

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

16. EMPLOYMENT

16.1. Information and Files

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

16.1.2. The School Division shall submit proposed School Division policies and regulations pertaining to teachers to the elected representatives of its teaching staff during the time which schools are operating. The teachers shall be given at least four (4) weeks, or such time as mutually agreed upon to respond to these proposals. The teachers may respond to these proposals in such manner as they may desire.

16.1.3. Teachers may access a copy of the collective agreement from the Association website and a copy of the School Division's current policies may be accessed from the School Division Website.

16.2. Transfers

16.2.1. The School Division shall pay to a teacher it has transferred to another school the moving expenses incurred by the teacher and their family as the result of such transfer, resulting from a change of residence to be closer to their new assignment, to a maximum of fifteen hundred dollars (\$1,500.00), as receipted. This does not apply to a teacher who has requested a transfer.

16.2.1.1. To be eligible for this Clause, the School Division imposed transfer shall be a deciding factor in the teacher's decision to change the location of their primary residence and where the travel distance to their new place of work increases by twenty-five kilometres (25km).

16.3. Notice of Employment

16.3.1. A teacher on a probationary contract shall be notified in writing by the superintendent or designate on or before May 1st as to whether or not the teacher will be offered a continuing contract.

SIGNATURE PAGE

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT:

**ON THE BEHALF OF THE WESTWIND
SCHOOL DIVISION**

**ON THE BEHALF OF THE ALBERTA
TEACHERS' ASSOCIATION**

School Board Chair

Title

Title

Title

Title

Coordinator, Collective Bargaining

LETTERS OF UNDERSTANDING: CENTRAL

LETTER OF UNDERSTANDING #1

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

1. **Scope**

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

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

2. **Structure**

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

3. **Process**

- a) Where the Association, TEBA, or a School Division have a difference in interpretation of the central and local matters placement list, or where a mediator appointed to support local parties in local bargaining seeks clarification, the difference may be referred in writing to the Transition Committee through the joint chairs.*
- b) The Transition Committee shall meet to determine the matter and will communicate their decision in writing to the parties of the collective agreement, and mediator where applicable.*
- c) In circumstances when the Transition Committee is unable to agree on a determination under 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 (LOU), 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 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 2018-2020 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
 - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*

- b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*
2. *For grievances filed under Article 16 (Local Grievance Procedure) of 2018-2020 teacher collective agreements prior to February 1, 2022, the 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

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

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

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A: Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

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

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

Prior Experience

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

- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this Article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another school division, the receiving School Division shall assume the recognition of experience provided by the previous school division.*
- 3.4.10. *Clauses 3.4.6 through 3.4.9 of this Clause 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

HUTTERITE COLONY STAFF ALLOCATION

The School Division will endeavour to pursue staffing levels at all Hutterite colonies with one point zero (1.0) FTE teacher and one (1) full-time educational assistant. Taking into factors which include but are not limited to student enrollment, school budgets and educational assistant availability. The School Division will supply a summary of activities related to Hutterite staffing to the Westwind Local #12 president by June 30th on a yearly basis.

LETTER OF UNDERSTANDING #11

LOCAL DIRECTED PROFESSIONAL DEVELOPMENT FUNDS

The School Division to match funds up to ten thousand dollars (\$10,000) each per year for the expressed use to support the professional development activities of The Westwind School Division teachers.

1. **Funding Commitment**

The School Division and the Westwind Local #12 hereby agree to jointly contribute funds amounting up to ten thousand dollars (\$10,000) each per calendar year (the "**Funds**") for the specific purpose of supporting the professional development activities of teachers within Westwind Local #12.

2. **Utilization of Funds**

The Funds contributed under this letter of understanding shall be exclusively utilized to facilitate and enhance the professional development initiatives of teachers affiliated with Westwind Local #12.

3. **Reporting Obligations**

The Westwind Local #12 shall furnish a summary of the fund utilization to the superintendent of the School Division no later than June 30th of each academic year.

LETTER OF UNDERSTANDING #12

Investigate and establish a process, if appropriate, to make available to all eligible teachers a T2200 Form for costs incurred to attend the annual Southwestern Alberta Teachers' Convention.

LETTER OF UNDERSTANDING #13

The parties agree to refer the Admin in Procedures regarding hiring practices to the Standing Committee (Clause 1.10.1) for review and recommendations.

APPENDIX 1 MEDICAL LEAVE CERTIFICATE FOR TEACHERS

THE WESTWIND 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 WESTWIND 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: _____