

# **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 HOLY SPIRIT ROMAN CATHOLIC  
SEPARATE SCHOOL DIVISION**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**

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



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This collective agreement is made this 28 day of October, 2024, between The Holy Spirit Roman Catholic Separate 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;

This agreement will affirm the spiritual, professional, and individual dignity of each and every employee. Through this agreement, by providing security for its employees, the School Division ensures quality education for the children, the trust given the School Division by the community.

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

**1. APPLICATION / SCOPE**

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

**1.2. Excluded Positions**

- 1.2.1. Superintendent of schools
- 1.2.2. Deputy superintendent of schools
- 1.2.3. Associate superintendent of schools
- 1.2.4. Assistant superintendent of schools
- 1.2.5. Director and those above the level of director

1.3. *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher’s month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or*

*membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*

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

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

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

**1.5. Role of TEBA**

1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the School Divisions and to bind the School Divisions in any agreement with respect to central terms.*

1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*

1.5.3. *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.*

1.6. *The School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*

1.7. *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*

1.8. *This collective agreement cancels all former collective agreements and all provisions appended thereto.*

1.9. *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*

**1.10. Structural Provisions**

1.10.1. **Communication Between the Parties:** *The parties hereto recognize that there are in existence at the present time committees for the purpose of communicating the views of teachers on matters of school affairs to the School Division. It is the intention of the parties hereto that the current practices in this regard shall continue during the currency of this agreement.*

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*

2.5.1.1. *a new collective agreement is concluded, or*

2.5.1.2. *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 31<sup>st</sup> and March 31<sup>st</sup>, 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 30<sup>th</sup> but no later than the last operational day in December:*
- 2.8.2.1. *Teacher distribution by salary grid category and step as of September 30<sup>th</sup>;*

- 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 31<sup>st</sup> and May 31<sup>st</sup>, 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 30<sup>th</sup> 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 / associate principal allowance cost;*
- 2.8.2.6. *total other allowance cost; and,*
- 2.8.2.7. *Notwithstanding the timeline set out in clause 2.8.2, the full-time assignable hours for a typical full time teacher for each school shall be provided no later than October 31<sup>st</sup>.*

**3. SALARY**

**3.1. Salary Pay Date / Schedule**

- 3.1.1. *Teachers under contract, except substitute teachers, shall normally be paid by the twenty-fifth (25<sup>th</sup>) day of each month.*

**3.2. Grid**

- 3.2.1. *The School Division shall pay all of the teachers in its employ the salaries and allowances as herein set forth and computed.*

- 3.2.2. *The amount of teacher education of a teacher and length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Division. One (1) month's salary shall be considered to be one-twelfth (1/12<sup>th</sup>) of the annual salary rate applicable in that month. Tabulated below are the minimum and the maximum salary rates and the experience increments for each year of teacher education.*

**3.2.3. Salary Grids**

- 3.2.3.1. *Effective until June 9, 2022*

<b>Years of Teaching Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 59,487	\$ 62,828	\$ 66,710
<b>1</b>	\$ 62,924	\$ 66,273	\$ 70,159
<b>2</b>	\$ 66,370	\$ 69,714	\$ 73,593
<b>3</b>	\$ 69,812	\$ 73,159	\$ 77,041
<b>4</b>	\$ 73,256	\$ 76,602	\$ 80,482
<b>5</b>	\$ 76,701	\$ 80,042	\$ 83,925
<b>6</b>	\$ 80,140	\$ 83,489	\$ 87,371
<b>7</b>	\$ 83,588	\$ 86,931	\$ 90,809
<b>8</b>	\$ 87,031	\$ 90,374	\$ 94,257
<b>9</b>	\$ 90,471	\$ 93,815	\$ 97,699
<b>10</b>	\$ 93,916	\$ 97,261	\$ 101,141



3.2.3.2. *Effective June 10, 2022 zero point five per cent increase (0.50%)*

<b>Years of Teaching Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 59,784	\$ 63,142	\$ 67,044
<b>1</b>	\$ 63,239	\$ 66,604	\$ 70,510
<b>2</b>	\$ 66,702	\$ 70,063	\$ 73,961
<b>3</b>	\$ 70,161	\$ 73,525	\$ 77,426
<b>4</b>	\$ 73,622	\$ 76,985	\$ 80,884
<b>5</b>	\$ 77,085	\$ 80,442	\$ 84,345
<b>6</b>	\$ 80,541	\$ 83,906	\$ 87,808
<b>7</b>	\$ 84,006	\$ 87,366	\$ 91,263
<b>8</b>	\$ 87,466	\$ 90,826	\$ 94,728
<b>9</b>	\$ 90,923	\$ 94,284	\$ 98,187
<b>10</b>	\$ 94,386	\$ 97,747	\$ 101,647

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

3.2.3.3. *Effective September 1, 2022, one point two-five per cent increase (1.25%)*

<b>Years of Teaching Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 60,531	\$ 63,931	\$ 67,882
<b>1</b>	\$ 64,029	\$ 67,437	\$ 71,391
<b>2</b>	\$ 67,536	\$ 70,939	\$ 74,886
<b>3</b>	\$ 71,038	\$ 74,444	\$ 78,394
<b>4</b>	\$ 74,542	\$ 77,947	\$ 81,895
<b>5</b>	\$ 78,049	\$ 81,448	\$ 85,399
<b>6</b>	\$ 81,548	\$ 84,955	\$ 88,906
<b>7</b>	\$ 85,056	\$ 88,458	\$ 92,404
<b>8</b>	\$ 88,559	\$ 91,961	\$ 95,912
<b>9</b>	\$ 92,060	\$ 95,463	\$ 99,414
<b>10</b>	\$ 95,566	\$ 98,969	\$ 102,918

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

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

<b>Years of Teaching Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	\$ 61,742	\$ 65,210	\$ 69,240

Years of Teaching Experience	Years of Education		
	Four	Five	Six
1	\$ 65,310	\$ 68,786	\$ 72,819
2	\$ 68,887	\$ 72,358	\$ 76,384
3	\$ 72,459	\$ 75,933	\$ 79,962
4	\$ 76,033	\$ 79,506	\$ 83,533
5	\$ 79,610	\$ 83,077	\$ 87,107
6	\$ 83,179	\$ 86,654	\$ 90,684
7	\$ 86,757	\$ 90,227	\$ 94,252
8	\$ 90,330	\$ 93,800	\$ 97,830
9	\$ 93,901	\$ 97,372	\$ 101,402
10	\$ 97,477	\$ 100,948	\$ 104,976

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

### **3.3. Education**

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

- 3.3.4.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
- 3.3.4.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

### **3.4. Experience**

*Teachers shall:*

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

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

*Prior Experience*

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this Article.*
  - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*
  - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*

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

*Effective until June 9, 2022*

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

*Effective June 10, 2022 repeal clause 3.4.10 above and replace with below:*

- 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 clause 3.5.2 above and replace with below:*

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. A teacher, who is not in receipt of an administrative or supervisory allowance, and who agrees to render service during the summer vacation period, at the written request of the superintendent, shall be paid one two-hundredth (1/200<sup>th</sup>) of their total annual salary for each day of work.

3.6.1.1. When new teacher orientation is scheduled outside the School Division's operational calendar, this clause shall apply for all teachers who attend orientation.

3.6.2. *An additional amount of as per the table below, will be paid to teachers who possess a doctorate degree or multiple master graduate degrees. This additional amount is to be adjusted on the same dates and by the same percentage increases as are applied to the salary schedule.*

<b>Doctorate or Multiple Master Graduate Degree Allowance</b>	<b>Effective until June 9, 2022</b>	<b>Effective June 10, 2022 (0.50% increase)</b>	<b>Effective September 1, 2022 (1.25% increase)</b>	<b>Effective September 1, 2023 (2% increase)</b>
	\$ 2,761.08	\$ 2,774.89	\$ 2,809.57	\$ 2,865.76

**3.7. Long Service Incentive**

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

school year. Substitute teacher coverage will be provided for this day, if required.

*Note: The following provision will be effective one-time only and will not be included as language in the collective agreement:*

Effective in the 2024/25 school year, all continuous contract teachers who are above thirty (30) years of service and have not received a leave day under clause 3.7.1 shall be granted one (1) day leave with pay in recognition of their long service with this division.

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

**4.1. Creation of New Designations / Positions**

4.1.1. When the School Division creates any new classification not specified in this agreement to which a teacher will be designated, the allowance, if any, for the new classification shall be negotiated.

**4.2. Administration Allowances**

4.2.1. **Principals:** *The principal's allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary schedule. A teacher designated by the School Division to be principal of a school will receive an annual allowance to be calculated using the following formula:*

4.2.1.1. *A basic allowance of*

<b>Principal Allowance</b>	<b>Effective until June 9, 2022</b>	<b>Effective June 10, 2022 (0.50% increase)</b>	<b>Effective September 1, 2022 (1.25% increase)</b>	<b>Effective September 1, 2023 (2% increase)</b>
	\$ 18,822.82	\$ 18,916.93	\$ 19,153.40	\$ 19,536.46

4.2.1.2. *In addition to the base allowance in clause 4.2.1.1, each principal shall receive a student allowance according to the following formula:*

<b>151 to 300 students</b>	0.0355% of current fourth year maximum per student plus:
<b>301 to 450 students</b>	0.025% of current fourth year maximum per student plus:
<b>451 students and greater</b>	0.014% of current fourth year maximum per student.

4.2.1.3. *For the purpose of early childhood services (ECS) students, each child shall be counted as zero point five (0.5) FTE.*

4.2.1.4. *Student allowance will be based on enrolment as of September 30<sup>th</sup> of each school year.*

4.2.1.5. *Notwithstanding any other provision in the collective agreement, principals shall receive a minimum allowance of twenty-five thousand dollars (\$25,000.00) annually, prorated based on FTE.*

**4.2.2. Associate Principals:**

- 4.2.2.1. Designated associate principal, appointed by School Division shall receive sixty per cent (60%) of the principal's allowance.
- 4.2.2.2. In a school with two (2) associate principals, each shall receive sixty per cent (60%) of the principal's allowance.
- 4.2.2.3. The minimum allowance for associate principal allowance will be adjusted in accordance with current proportionality to the principal allowance.

4.2.3. **Consultant:** Designated consultant, appointed by the School Division, shall be paid an additional allowance equal to thirteen per cent (13%) of the salary schedule at maximum in the fourth (4<sup>th</sup>) year of education, based on full time employment.

4.2.4. **Coordinator:** Designated coordinator, appointed by the School Division, shall be paid an additional allowance equal to fifteen per cent (15%) of the salary schedule at maximum in the fourth (4<sup>th</sup>) year of education, based on full time employment.

4.2.5. **Supervisor:** Designated supervisor, appointed by the School Division, shall be paid an additional allowance based on full time employment:

<b>Supervisor Allowance</b>	<b>Effective until June 9, 2022</b>	<b>Effective June 10, 2022 (0.50% increase)</b>	<b>Effective September 1, 2022 (1.25% increase)</b>	<b>Effective September 1, 2023 (2% increase)</b>
	\$ 18,781.41	\$ 18,875.32	\$ 19,111.26	\$ 19,493.48

**4.3. Red Circling**

4.3.1. Administrators transferred from one (1) school to another at the request of the School Division, the School Division will red circle their administrative allowance for a period of three (3) years unless the allowance at the new school is higher than the old administrative allowance.

**4.4. Acting / Surrogate Administrators – Compensation**

4.4.1. In the absence of the principal and associate principal for each half (1/2) day, a teacher shall be designated by the superintendent or designate to be an acting principal and shall be paid, on a half (1/2) day basis, one four-hundredth (1/400<sup>th</sup>) of the associate principal's allowance. On the sixth (6<sup>th</sup>) or subsequent days the acting administrator shall be paid one four-hundredth (1/400<sup>th</sup>) of the principal's allowance for each half (1/2) day.

**4.5. Teachers with Principal and Associate 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 associate 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 associate 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 associate principal is five (5) years. When the total length of the associate 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 associate 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. School-based principals will be granted two (2) paid leave days per school year, at a time mutually agreeable to the principal and the superintendent or designate. Failing agreement about where the dates are mutually agreeable to the principal and the superintendent, the School Division shall pay out the unused paid leave days at one two-hundredth (1/200<sup>th</sup>) of the principal's annual salary and allowance by the end of June each year.
- 4.6.1.1. Principals shall be granted one (1) additional day of leave with pay and benefits in each a school year, at a time mutually agreeable to



the principal and the superintendent or designate. This day will have no payout option available.

4.6.1.2. If the three (3) leave with pay days are not taken within the school year, the School Division will pay out a maximum of two (2) unused leave with pay days at the rate of one two-hundredth (1/200<sup>th</sup>) of the principal's annual salary and allowance by the end of June of each year.

4.6.2. Two (2) lieu days with pay and benefits will be provided to associate principals in each school year. One (1) of these days may be carried forward to the following school year. The lieu day will be accessed by associate principals with the mutual agreement of the superintendent. Substitutes, when needed, will be paid for by the School Division.

## **5. SUBSTITUTE TEACHERS**

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

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

5.1.2. *The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary schedule.*

#### **5.1.3. Full Daily Rate**

5.1.3.1. *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be two hundred dollars (\$200.00) plus six per cent (6%) vacation pay of twelve dollars (\$12.00) for a total of two hundred and twelve dollars (\$212.00).*

5.1.3.2. *Effective June 10, 2022 (zero point five per cent (0.50%) increase), the substitute teachers' daily rate of pay will be two hundred and one dollars (\$201.00) plus six per cent (6%) vacation pay of twelve dollars and six cents (\$12.06) for a total of two hundred thirteen dollars and six cents (\$213.06).*

5.1.3.3. *Effective September 1, 2022, (one point two-five per cent (1.25%) increase), the substitute teachers' daily rate of pay will be two hundred fifteen dollars and seventy-two cents (\$215.72) plus two per cent (2%) in lieu of benefits, four dollars and thirty-one cents (\$4.31) for a total of two hundred and twenty dollars and four cents (\$220.04).*

5.1.3.4. *Effective September 1, 2023 (two per cent (2.00%) increase), the substitute teachers' daily rate of pay will be two hundred twenty dollars and four cents (\$220.04) plus two per cent (2%) in lieu of benefits, four dollars and forty cents (\$4.40) for a total of two hundred and twenty-four dollars and forty-four cents (\$224.44).*

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

5.2.1. *In the case of a substitute teacher being employed more than five (5) consecutive days in the same classroom, the rate of pay shall be in accordance with training and experience as set forth in clause 3.2 retroactive to the first consecutive day of employment.*

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. Cancellation of Teaching Assignment:** The substitute teacher shall be given a minimum of twenty-four (24) hours' notice should a teaching assignment be cancelled. If twenty-four (24) hours' notice is not provided, the substitute teacher shall report to the school and receive a teaching assignment at the direction of the school principal or designate.

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

#### **5.5. Occupational Health and Safety**

5.5.1. Where a substitute teacher has taught at least twenty (20) days in the School Division in a school year, and where the substitute teacher has completed all School Division required occupational health and safety modules by May 31<sup>st</sup> of the school year, an amount equal to fifty per cent (50%) of the full-day rate in clause 5.1.3 for up to three point five (3.5) hours. This will be paid on the final pay period of the school year.

### **6. PART TIME TEACHERS**

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

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

6.2.1. Subject to operational requirements, teachers wishing to access a part time assignment within a full time continuing contract will be provided with this option upon submission of a written request to the School Division. This arrangement will be in place for a maximum time of one full school year unless otherwise agreed to by the teacher and the School Division.

6.2.2. A part time teacher's FTE will not be varied by more than zero point two (0.2) FTE unless otherwise agreed to by the teacher and the School Division.

- 6.2.3. A part-time teacher's assignment should be contiguous. In the event that a part-time teacher's assignment is not contiguous, a written rationale of the decision will be provided if requested by the teacher, and the teacher will have the opportunity to appeal the assignment with the deputy superintendent.

## **7. GROUP BENEFITS**

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

- 7.1.1. *All teachers shall be covered under the provision of the Alberta School Employee Benefit Plan (A.S.E.B.P.) Life Insurance Plan II and Extended Disability Benefit Plan D with the School Division paying one hundred per cent (100%) of the premium.*
- 7.1.2. *The School Division's contribution to the Alberta Health Care Insurance covering teachers employed by the School Division shall be at the rate of one hundred per cent (100%) of the premium.*
- 7.1.2.1. *Effective September 1, 2022, all references to Alberta Health Care Insurance are removed from this collective agreement.*
- 7.1.3. *The School Division's contribution to the A.S.E.B.P. - Extended Health Care Plan I covering teachers employed by the School Division shall be at the rate of one hundred per cent (100%) of the premium.*
- 7.1.4. *The School Division's contribution to the A.S.E.B.P. - Dental Care Plan 3 covering teachers employed by the School Division shall be at the rate of one hundred per cent (100%) of the premium.*
- 7.1.5. *The School Division's contribution to the A.S.E.B.P. - Vision Care Plan 3 covering teachers employed by the School Division, shall be at the rate of one hundred per cent (100%) of the premium.*
- 7.1.6. *The School Division upon the death of a teacher shall immediately pay an additional one-twelfth (1/12<sup>th</sup>) of the annual salary less tax deductions to the beneficiary as designated for this article.*
- 7.1.7. *The School Division contribution to A.S.E.B.P. Accidental Death and Dismemberment Plan 2 covering teachers employed by the School Division will be at the rate of one hundred per cent (100%) of the premium.*

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

- 7.2.1. *By June fifteenth (15<sup>th</sup>) of any given school year, interim, temporary, or probationary teachers who receive a new contract of employment for the upcoming school year will be provided with benefits coverage through A.S.E.B.P. over the summer break.*

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

- 7.3.1. *The School Division will contribute seven hundred and twenty-five dollars (\$725.00) annually to an HSA for each eligible teacher. The unused balance will be carried forward for a total accumulation of two (2) years. The teachers leaving the employ of the School Division will forfeit any remaining balance. In this Article “**eligible teacher**” means any teacher on a continuing, probationary, interim, or temporary contract.*
- 7.3.2. *Teachers shall have the ability to divide monies from their HSA into a WSA which shall be administered by the A.S.E.B.P. in accordance with the Canada Revenue Agency and the Income Tax Act of Canada.*

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

- 7.4.1. *In consideration of the improvements to the employee benefit plan and sick leave benefits, the employees covered by this collective agreement waive any claims on rebates under the provisions of the Employment Insurance Act.*
- 7.4.2. **Benefits for Retired Teachers:** *Notwithstanding clauses 7.1.2 to 7.1.5, a retired teacher in receipt of a pension and is employed on a contract by the School Division who may not be eligible to access the regular group benefits with the A.S.E.B.P. The School Division agrees to reimburse the retired teacher for the premium contributions of the A.S.E.B.P. Early Retiree Benefits.*

### **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:*

8.2.3.1. *The teacher is being provided any other pay, allowances, or a per diem for that travel time (excluding any compensation provided for mileage).*

8.2.3.2. *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.*

8.2.3.3. *The time is spent traveling to and from the teacher's annual convention.*

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

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

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

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

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

## **9. PROFESSIONAL DEVELOPMENT**

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

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

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

- 9.2.1. In addition to the type of professional development leave which may be granted under clause 9.3, the School Division shall provide an allocation of funds to Holy Spirit Association Catholic Local #5 to support short-term professional development.
- 9.2.2. The allocation of the fund transferred to Holy Spirit Catholic Association Local #5 will be based on the number of FTE teachers on probationary, temporary, interim, or continuing contracts of employment as of September 30<sup>th</sup> of each year. In addition, the School Division will adjust the total teacher count on February 1<sup>st</sup> of each school year in the event the number of FTE increases between September 30<sup>th</sup> and February 1<sup>st</sup>.
- 9.2.3. The annual amount per FTE teacher described above will be the following: five hundred dollars (\$500.00).
- 9.2.4. The School Division will transfer this allocation to Holy Spirit Catholic Association Local #5 based on the September 30<sup>th</sup> teacher count no later than October 30<sup>th</sup> of each year. The School Division will also provide to Holy Spirit Catholic Association Local #5 a list of the teacher names and their FTE no later than October 30<sup>th</sup> of each year.
- 9.2.5. The School Division will make any adjustments based on the February 1<sup>st</sup> teacher count and transfer this allocation to Holy Spirit Catholic Association Local #5 no later than March 1<sup>st</sup> of each year. The School Division will also provide to Holy Spirit Catholic Association Local #5 a list of the teacher names and their FTE no later than March 1<sup>st</sup> of each year.
- 9.2.6. The fund will be administered by Holy Spirit Catholic Association Local #5 and will govern in accordance with the Holy Spirit Catholic Association Local #5's Professional Development Policy.
- 9.2.7. The local agrees to provide an Alberta Teachers' Association (ATA) provincially prepared financial statement, compliant with the applicable Canadian

accounting standards, of the professional development funds by November 30<sup>th</sup> each year.

**9.3. Professional Improvement Leave (Development of Leadership in Catholic Schools)**

9.3.1. *A teacher who has taught in the school system for a minimum of five (5) years may be granted a leave for professional development in education that will enhance our Catholic Schools.*

9.3.2. *Application for leave shall be presented to the superintendent of schools as follows:*

9.3.2.1. *For leave to commence first day of fall semester - not later than January 15<sup>th</sup>.*

9.3.2.2. *For leave to commence January 1<sup>st</sup>- not later than May 1<sup>st</sup>.*

*The application for leave must be considered by the School Division and the applicant must be notified of the School Division's decision within thirty (30) days after the date for receipt of applications.*

9.3.3. *A teacher returning from professional leave is entitled to a teaching position with the School Division. The School Division, in its sole discretion, shall, when possible, return the teacher to the position held prior to the leave.*

9.3.4. *A teacher having been granted leave shall spend their time in the improvement of their professional standing by studying at a recognized learning institution. Application for leave shall be accompanied by a clear statement of the teacher's purpose.*

9.3.5. In lieu of regular salary, a teacher while on professional development leave, shall be granted allowance at the rate of sixty five per cent (65%) of the current annual salary payable under Articles 3 and 4 for the applicant's position, payable at the rate of one-twelfth (1/12<sup>th</sup>) of the leave allowance so determined, for each month of leave, with payments to commence on the last day of the first calendar month of the leave.

9.3.5.1. Where professional development leave is granted for periods of less than a full year, leave allowance shall be at the rate of sixty five per cent (65%) of a current annual salary payable under Articles 3 and 4 for the applicant's position, computed for the number of teaching days of leave in ratio to two hundred (200), payable at the rate of one-twelfth (1/12<sup>th</sup>) of the leave allowance so determined, for each month of leave, with payments to commence on the last day of the first calendar month of the leave.

9.3.5.2. The teacher on professional development leave will receive payment under Articles 3,4 and 9.3.5 for the position of the teacher for the year in which application was made.

- 9.3.6. *A teacher who is granted leave shall agree in writing to serve the School Division for a period of not less than one (1) year for each semester taken. Should a teacher resign or retire from service of the School Division before completing two (2) years' service following such leave, repayment of leave salary shall be made to the School Division on a pro rata basis.*

## **10. SICK LEAVE**

- 10.1. *Annual sick leave with pay will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness and / or disability.*
- 10.1.1. *In the first year of service with the School Division - ninety (90) calendar days.*
- 10.1.2. *After one (1) year of service with the School Division - ninety (90) calendar days.*
- 10.2. *After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid, and the A.S.E.B.P. plan "D" shall take effect.*
- 10.3. *A teacher who has been absent due to medical disability shall, upon return to full time duty, be entitled to an additional sick leave benefit in the current year of ninety (90) calendar days.*
- 10.3.1. *Notwithstanding clause 10.3, if, after a period of disability, a teacher returns to work and:*
- 10.3.1.1. *within six (6) months must cease working because of the same disabling condition, or*
- 10.3.1.2. *within one (1) month must cease working because of a different disabling condition, any successive periods of disability will be considered a re-occurrence of the previous disability.*
- 10.3.2. *The teacher shall make every reasonable effort to complete the application for extended disability benefits in an expeditious manner.*
- 10.3.2.1. *Until A.S.E.B.P. makes a determination regarding the application, the teacher shall be paid under the provisions of clause 10.3.*
- 10.3.2.2. *In the event that the teacher's application is accepted by A.S.E.B.P., the teacher shall repay forthwith all monies paid to the teacher by the School Division for the period approved for coverage by A.S.E.B.P.*
- 10.4. *Before any payment is made under the foregoing regulations, the teacher shall provide:*
- 10.4.1. *A declaration, on a form to be provided by the School Division, where the absence is for a period of three (3) days or less.*



- 10.4.2. *A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three (3) days.*
- 10.4.3. *The School Division may require a teacher to undergo a medical examination by a physician or dental practitioner named by the School Division.*
- 10.5. *When a teacher leaves the employ of the School Division, all sick leave shall be cancelled.*
- 10.6. *Newly appointed teachers may be required to present a medical certificate of good health.*

## **11. MATERNITY, ADOPTION AND PARENTAL LEAVE**

### **11.1. Maternity Leave**

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

### **11.2. Parental Leave**

- 11.2.1. *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2. *Parental leave shall be without pay and benefits except as provided in clause 11.3.*

- 11.2.3. *The teacher shall give the School Division at least six (6) weeks' written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4. *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks' notice, in writing, of the intended date of return.*
- 11.2.5. *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6. *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

### **11.3. Salary Payment and Benefit Premium**

- 11.3.1. *At the commencement of maternity leave, the teacher shall be eligible for one (1) of the following options:*
- 11.3.2. *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for extended disability benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3. *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*
  - a) *The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.*
  - b) *The School Division shall implement a 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/WSA amounts specified in Article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The HSA / WSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA / WSA during this time.*

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

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

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

- 12.1. **With Full Pay:** *personal leave for up to one (1) day per school year shall be granted for attending to private concerns. Where possible, at least three (3) days' notice shall be given to the principal or in the case of a principal to the superintendent or designate. Teachers shall be able to accumulate their personal leave days up to a maximum of two (2) days.*
- 12.3. **With Loss of Substitute Pay (Whether Substitute Required or Not):** *Personal leave for not more than three (3) days in any school year shall be granted for attending to private concerns providing the School Division is reimbursed for the pay under clause 5.1 of a substitute teacher through payroll deduction or other source. Where possible, at least three (3) days' notice shall be given to the principal or in the case of a principal to the superintendent or designate.*

### 13. ASSOCIATION LEAVE AND SECONDMENT

*Effective until August 31, 2022*

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

*Effective September 1, 2022*

- 13.1. *The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this article by providing advance notice when possible and committing to making best efforts in resolving challenges.*
- 13.2. *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.3. *Upon written request to the superintendent or designate, the School Division may consider additional association leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The*

Association will reimburse the School Division as per clause 13.1. Such leaves will not be unreasonably denied.

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

## **14. OTHER LEAVES**

*A teacher may apply for and receive leave of absence for personal reasons subject to the following conditions:*

### **With Full Pay**

#### **14.1. Critical Illness, Death, and Funeral Leave**

- 14.1.1. *A maximum of five (5) days for critical illness or illness requiring hospitalization of a teacher's father, mother, husband, wife, son or daughter, grandparent, grandchild, or parents of spouse.*
- 14.1.2. *A maximum of five (5) days for the funeral of a teacher's father, mother, husband, wife, son or daughter, brother or sister, or parents of spouse.*
- 14.1.3. *In the event of multiple deaths or multiple critical illness occurring at the same time, only the maximum for the above will take place. Each individual death or critical illness other than the same time period will result in separate implementation of each of the clauses 14.1.1 and 14.1.2.*
- 14.1.4. *For the funeral of grandparents, grandchild, and in-laws two (2) days' leave. If circumstances warrant additional leave, the two (2) days may be extended to a maximum of five (5) days.*
- 14.1.5. *For the funeral of uncle, aunt, cousin, nephew, niece – one (1) day leave.*
- 14.1.6. *For acting in any capacity at a funeral – one (1) day.*

#### **14.2. University Examinations and Convocation Leave**

- 14.2.1. *For the purpose of writing university examinations – one (1) day.*
- 14.2.2. *While participating in the teacher's own university convocation exercises – one (1) day.*

- 14.2.3. For attendance at the high school graduation ceremony of the teacher's child if the graduation is being held during the operational day – one (1) day.
- 14.2.4. For attendance at convocation ceremonies at an accredited post-secondary institution at which the teacher's child or spouse is graduating from – one (1) day.

**14.3. Citizenship Leave**

- 14.3.1. *While obtaining citizenship papers at a scheduled session of the court – one-half (1/2) day.*

**14.4. Court Appearance Leave**

- 14.4.1. *While serving as a witness as a result of a notice to attend or subpoena, provided that any fee received for acting as a witness be paid over to the School Division.*
- 14.4.2. *Notwithstanding clause 14.4.1, this Article shall not apply to a teacher charged with any offence or to a teacher bringing action against the School Division.*

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

- 14.5.1. *A father will be entitled to two (2) days' leave within the first two (2) weeks of their child's birth.*
- 14.5.2. *For not more than two (2) days for adoption procedures.*

**14.6. School Closure, Impassable Roads, Emergency Leave**

- 14.6.1. When a school is closed by the School Division due to inclement weather, health and safety reasons, or physical plant breakdown, teachers shall not be required to attend school.
- 14.6.2. For those days on which a teacher is unable to reach their school from the teachers' usual place of residence because of impassable roads, or failure of transportation facilities other than their own due to inclement weather.
- 14.6.3. For not more than one (1) day in any school year for some emergency or misfortune demanding the teacher's attention.

**14.7. General Discretionary Leave**

- 14.7.1. The superintendent may, at their discretion, grant leave of absence at full salary.

**14.8. Family Needs Leave**

- 14.8.1. *Leave with pay and benefits for one (1) day per school year shall be granted to teachers to provide care for a family member, make arrangements for medical*

*care of a family member, or attend to other legal or business issues necessary for long-term or emergent support of a family member. Family members include a spouse, parent, spouse's parent, child, or a member of the teacher's household.*

#### **14.9. Assessment Days**

14.9.1. *Teachers will be provided with one (1) assessment day per school year. The assessment day will be accessed at the choice of the teacher and the School Division will provide substitute coverage for that day. The activities during the assessment day will be directed by the teacher. At least three (3) days' notice shall be given to the principal or in the case of a principal, to the superintendent or designate. This day shall not be combined with Article 12 or the principal / associate principal lieu days. This day will not be accessed during non-instructional days.*

#### **With Loss of Pay**

##### **With Loss of Substitute Pay (Whether Substitute Required or Not)**

14.10. *Temporary leave of absence with pay shall be granted to teachers, providing the School Division is reimbursed for the daily rate of a substitute teacher as per clause 5.1 through payroll deduction or payment from other source:*

14.10.1. *For attendance of meetings of committees of the Department of Education.*

14.10.2. *For attendance at educational conventions in an official capacity; or for the attendance at civic Government meetings or conventions in an official capacity.*

14.10.3. *For any other professional reasons that have been approved by the superintendent of schools.*

14.10.4. *For not more than two (2) days in any one (1) school year for some emergency or misfortune demanding the teacher's attention.*

14.10.5. *For the funeral of a friend of the family - one (1) day.*

#### **14.11. General Leave**

14.11.1. *Teachers shall be granted leave of absence without pay and allowances and without the School Division's share of group insurance premiums for a period to be determined by the teacher and the superintendent.*

14.11.2. *During this leave each teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays one hundred per cent (100%) of the premiums.*

14.11.3. *Leave granted under clause 14.11 shall not be considered teaching experience for the purpose of granting salary increments.*

#### **14.12. Deferred Salary Leave Plan**

- 14.12.1. The School Division shall implement a deferred salary leave plan which complies with Revenue Canada Regulations. Participation in the plan shall be at the discretion of the School Division.
- 14.12.2. A teacher's benefits will be maintained by the School Division during the teacher's leave of absence, provided the teacher requests such in writing three (3) months prior to the date of leave. The teacher shall pay to the School Division the full cost of any benefit premiums paid on the teacher's 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 (2<sup>nd</sup>) 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. Travel**

16.1.1. *A teacher authorized or assigned by the School Division to travel by automobile shall be reimbursed at the kilometer rate established for school board trustees by the School Division. This clause will not apply to teachers' travel to report to their regular place of work.*

### **16.2. Employee Expenses**

16.2.1. *Employees must submit expense claims no later than sixty (60) days following the completion of incurring the expense.*

- 16.2.2. Requests for reimbursements for expenses incurred up to and including August 31<sup>st</sup> of each year must be submitted by September 10<sup>th</sup> to business services.

### **16.3. Transfer**

- 16.3.1. The School Division shall not require a teacher to transfer to a school in a town or city with boundaries that are further than fifty (50) kilometers from the boundaries of the town or city of the teacher's present school assignment.

### **16.4. Teacher Board Advisory Committee**

- 16.4.1. The School Division and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between school board trustees, teachers, and administrators through a Teacher Board Advisory Committee.
- 16.4.2. The purpose of the teacher board advisory committee will be to discuss matters related to teaching, learning conditions or other matters of interest or concern. Such matters for discussion may include educational policy changes, administrative procedures, changes to the condition of professional service, and communicating the views of the respective parties. Matters related to current collective bargaining negotiation or active grievances will not be discussed by this committee.
- 16.4.3. The Association Local #5 will have an opportunity to provide feedback on the School Division's operational calendar prior to its final approval by the School Division each year.
- 16.4.4. The teacher board advisory committee shall consist of up to five (5) authorized representatives of the Association and up to five (5) authorized representatives of the School Division board of trustees and senior administration.
- 16.4.5. This committee will endeavour to meet a minimum of twice per year. Notwithstanding, the committee shall meet within thirty (30) calendar days of written request from either party.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF** the parties have executed this Agreement this 28 day of October, 2024.

**ON BEHALF OF THE SCHOOL DIVISION**

**ON BEHALF OF THE ASSOCIATION**

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## 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 Article 1(a) of this letter of understanding, the Association and / or TEBA may refer the matter to the Trial Expedited Arbitration Process.*

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

*Signed by the parties on October 11, 2018.*

## **LETTER OF UNDERSTANDING #2**

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

**WHEREAS** at the time of signing this letter of understanding, the Association and TEBA were actively engaged in central bargaining;

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

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

**AND WHEREAS** the parties agree to discuss the potential for transitioning applicable grievances filed prior to February 1, 2022, over to the new grievance procedure as an interim procedure through this 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 Article 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.*

**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 Public Education Collective Bargaining Act.*

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

**TEACHING EXPERIENCE FORM**

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

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

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

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

**Teaching Experience**

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

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

**School Division Contact**

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

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

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

**APPENDIX A: Teaching Experience Provisions**

**3.4. Experience**

*Teachers shall:*

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

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

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

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

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

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

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

*Prior Experience*

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

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

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

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

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

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

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

## **LETTERS OF UNDERSTANDING—LOCAL**

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

#### **RETIRING TEACHER'S SUBSTITUTE APPLICATION**

Teachers retiring from the School Division will be provided with the opportunity to apply to the substitute teacher list prior to retirement without having to submit a new police information check / vulnerable sector search (except where required by Section 229.1 of the *Education Act*), intervention record check or a pastoral reference to the School Division. The School Division retains the right to determine whether to accept the retiring teacher as a substitute teacher.

## LETTER OF UNDERSTANDING #11:

### STAFFING AND TRANSFERS

The School Division will ensure that teachers are provided with an annual opportunity to identify interest in a transfer to a different location within the School Division, subject to **Administrative Procedure 407 – Assignment and Transfer of Teachers**.

The School Division will also develop a staffing guide, post it to the School Division's website no later than August 31, 2024, and distribute it to teachers annually via email. The staffing guide will include information on:

- How staffing processes and timing align with the School Division's annual planning and budget processes;
- Transfer and internal job opportunity processes, including when / how teachers will have an opportunity to engage School Division administrators on their interest in a transfer or internal job opportunity;
- Information on the process for movement from part-time to full-time positions; and,
- Information on accessing and applying on postings through Apply to Education.

This letter of understanding expires upon ratification of the local settlement that follows the 2020-24 collective agreement.

**LETTER OF UNDERSTANDING #12:  
EXPENSE CLAIMS**

The parties agree that teachers should not be out of pocket for expenses necessary to support student success and the operation of the School Division.

A committee with equal representation from the School Division administration and the Association Local #5 will meet during the life of this agreement to review **Administrative Procedure 517 – Expense Reimbursement** to ensure processes and limits related to reimbursements for incidental materials and supplies are appropriate, responsive, and aligned with relevant accounting standards.

In the interim, an opportunity will be provided for a teacher to express any concerns with their expense claim to the superintendent.

This letter of understanding expires upon ratification of the local settlement that follows the 2020-24 collective agreement.



**LETTER OF UNDERSTANDING #13:**  
**SUBSTITUTE TEACHER TRAVEL ALLOWANCE**

Effective March 6, 2024, where a substitute teacher is working in Bow Island or Pincher Creek, the substitute teacher shall be paid a travel allowance of thirty dollars (\$30.00) per day.

This allowance only applies to substitute days compensated at the daily rate in clause 5.1. This provision does not apply to teachers under probationary, interim, temporary, or continuous contracts. If a teacher on contract is providing service exclusively as a substitute teacher on a day, they are not providing service on contract, they will be eligible for this allowance.

This letter of understanding expires on the date of ratification of the local agreement that follows the 2020-24 agreement.

**LETTER OF UNDERSTANDING #14:**  
**EXTRA CURRICULAR**

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

Teacher participation in extracurricular activities is voluntary.

This letter of understanding expires upon ratification of the local settlement that follows the 2020-24 collective agreement.

**LETTER OF UNDERSTANDING #15:**

**SCHOOL DAY TIMING**

The School Division will provide annually (no later than September 30<sup>th</sup>), in a format mutually agreeable to the School Division and Association Local #5, a document summarizing the start, end, midpoint, and break times for schools within the School Division.

This letter of understanding expires upon ratification of the local settlement that follows the 2020-24 collective agreement.