



**St. Albert**  
**PUBLIC SCHOOLS**

# **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 ST. ALBERT SCHOOL DIVISION**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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This Collective Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2023 between The St. Albert School Division (hereinafter called “School Division”) and the Alberta Teachers’ Association (hereinafter called “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.*

## **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:** specifically exempt from the provisions of this Collective Agreement are the Superintendent, Deputy Superintendent, Associate Superintendents, and Directors.
- 1.3. *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher’s month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4. *The Association is the bargaining agent for each bargaining unit and:*
  - 1.4.1. *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
  - 1.4.2. *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5. **Role of TEBA**
  - 1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employers’ organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to*

*bargain collectively on behalf of the School Divisions and to bind the School Divisions in any agreement with respect to central terms.*

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

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

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

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

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

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

1.10. *All provisions of this Collective Agreement shall be read to be gender neutral.*

## **2. TERM**

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

### **2.2. List Bargaining**

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

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

### **2.3. Central Matters Bargaining**

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

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

#### **2.4. Local Bargaining**

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

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

#### **2.5. Bridging**

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

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

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

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

#### **2.6. Meet and Exchange**

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

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

#### **2.7. Opening with Mutual Agreement**

2.7.1. *The Association and TEBA may at any time by mutual agreement negotiate revisions to the central matters contained in this agreement.*

*Any such revisions shall become effective from such date as shall be mutually agreed upon by the Association and TEBA.*

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

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

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

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

2.8.2.3. *Most recent School Division financial statement;*

2.8.2.4. *Total benefit premium cost;*

2.8.2.5. *Total substitute teacher cost; and,*

2.8.2.6. *Total allowances cost.*

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

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

- 2.8.1.1 *name,*
- 2.8.1.2 *certificate number,*
- 2.8.1.3 *home address,*
- 2.8.1.4 *personal home phone number,*
- 2.8.1.5 *the name of their school or other location where employed,*
- 2.8.1.6 *contract type,*
- 2.8.1.7 *full time equivalency (FTE), and*
- 2.8.1.8 *salary grid placement.*

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

2.8.2 *Effective June 10, 2022, the School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30 but no later than the last operational day in December:*

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

### **3. SALARY**

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

- 3.1.1. *All salaries and allowances mentioned herein are “per annum” unless specifically stated otherwise.*
- 3.1.2. *The School Division shall cause to be paid to each teacher on contract for a full school year their salary in equal amounts of 1/12 of their*

annual salary on the 27 of each month or the Friday before the 27 falls on a weekend or statutory holiday.

3.1.3. The School Division shall pay Substitute Teachers on, or before the tenth (10) day of each month from September to July. The School Division shall pay Summer School teachers on or before the tenth (10) day of August.

3.1.4. Payment of the allowance for administration shall commence on the effective date of appointment and terminate on the last day of such appointment.

**3.2. Grid**

3.2.1. The number of years of teacher education and the years of teaching experience, computed according to the Collective Agreement, shall together determine the annual salary rate for each teacher employed by the School Division.

3.2.1.1. Effective until June 9, 2022

YEARS OF TEACHING EXPERIENCE	YEARS OF EDUCATION		
	Four	Five	Six
0	\$ 59,089	\$ 62,601	\$ 66,651
1	\$ 62,559	\$ 66,066	\$ 70,127
2	\$ 66,023	\$ 69,537	\$ 73,588
3	\$ 69,501	\$ 73,002	\$ 77,059
4	\$ 72,964	\$ 76,470	\$ 80,529
5	\$ 76,429	\$ 79,940	\$ 83,991
6	\$ 79,901	\$ 83,408	\$ 87,463
7	\$ 83,368	\$ 86,879	\$ 90,932
8	\$ 86,832	\$ 90,349	\$ 94,405
9	\$ 90,367	\$ 93,816	\$ 97,873
10	\$ 93,914	\$ 97,431	\$ 101,485

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

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

YEARS OF TEACHING EXPERIENCE	YEARS OF EDUCATION		
	Four	Five	Six
0	\$ 59,384	\$ 62,914	\$ 66,984
1	\$ 62,872	\$ 66,396	\$ 70,478
2	\$ 66,353	\$ 69,885	\$ 73,956
3	\$ 69,849	\$ 73,367	\$ 77,444
4	\$ 73,329	\$ 76,852	\$ 80,932



YEARS OF TEACHING EXPERIENCE	YEARS OF EDUCATION		
	Four	Five	Six
5	\$ 76,811	\$ 80,340	\$ 84,411
6	\$ 80,301	\$ 83,825	\$ 87,900
7	\$ 83,785	\$ 87,313	\$ 91,387
8	\$ 87,266	\$ 90,801	\$ 94,877
9	\$ 90,819	\$ 94,285	\$ 98,362
10	\$ 94,384	\$ 97,918	\$ 101,992

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

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

YEARS OF TEACHING EXPERIENCE	YEARS OF EDUCATION		
	Four	Five	Six
0	\$ 60,126	\$ 63,700	\$ 67,821
1	\$ 63,658	\$ 67,226	\$ 71,359
2	\$ 67,182	\$ 70,759	\$ 74,880
3	\$ 70,722	\$ 74,284	\$ 78,412
4	\$ 74,246	\$ 77,813	\$ 81,944
5	\$ 77,771	\$ 81,344	\$ 85,466
6	\$ 81,305	\$ 84,873	\$ 88,999
7	\$ 84,832	\$ 88,404	\$ 92,529
8	\$ 88,357	\$ 91,936	\$ 96,063
9	\$ 91,954	\$ 95,464	\$ 99,592
10	\$ 95,564	\$ 99,142	\$ 103,267

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

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

YEARS OF TEACHING EXPERIENCE	YEARS OF EDUCATION		
	Four	Five	Six
0	\$ 61,329	\$ 64,974	\$ 69,177
1	\$ 64,931	\$ 68,571	\$ 72,786
2	\$ 68,526	\$ 72,174	\$ 76,378
3	\$ 72,136	\$ 75,770	\$ 79,980
4	\$ 75,731	\$ 79,369	\$ 83,583
5	\$ 79,326	\$ 82,971	\$ 87,175
6	\$ 82,930	\$ 86,570	\$ 90,779
7	\$ 86,529	\$ 90,172	\$ 94,380

YEARS OF TEACHING EXPERIENCE	YEARS OF EDUCATION		
	Four	Five	Six
8	\$ 90,124	\$ 93,775	\$ 97,984
9	\$ 93,793	\$ 97,373	\$ 101,584
10	\$ 97,475	\$ 101,125	\$ 105,332

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

### **3.3. Education**

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

### **3.4. Experience**

*Teachers shall:*

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

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

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

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

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

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

*Prior Experience*

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

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

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

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

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

- 3.4.8. *A teacher requesting that the School Division recognize experience earned with a previous school division shall provide to the School Division written confirmation from the previous school division certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
  - c) *The written confirmation is signed by an authorized officer of the previous school division.*
- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another school division, the receiving School Division shall assume the recognition of experience provided by the previous school division.*

*Effective until June 9, 2022*

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

*Effective June 10, 2022, repeal 3.4.10*

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

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

- 3.5.1. *For teachers who are graduates of a Bachelor of Education program in vocational or business education and who teach in their specialties, one half (1/2) of the associated vocational experience as one actively employed as a Journeyperson or business experience obtained by a teacher prior to engagement by the School Division may be counted as teaching experience as adjudged by the superintendent subject to appeal by the teacher to the Interpretation and Review Committee.*
- 3.5.2. *A teacher who teaches any Career and Technology Studies courses and is required, by the School Division as a condition of employment, to hold a journeyman's certificate, that has not been recognized under clause 3.3.1 shall be granted one (1) year of teacher education for such qualifications.*

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

3.6.1. The School Division may offer employment to a teacher for special projects related to teaching at the per hour rate specified in clause 3.6.2 as well as the relevant administrative allowances when applicable. Special projects require mutual agreement and exclude assigned teacher duties as described in clause 5.3 of this agreement and those teaching and administrative duties related to school programs and operations.

#### **3.6.2. Evening, Saturday, and Summer School**

3.6.2.1. A teacher employed on an hourly basis to provide instruction at the School Division's Evening, Saturday and Summer School shall be paid at the rate of \$63.46 per hour inclusive of holiday and vacation pay, with no benefit costs to the School Division excepting Employment Insurance and Canada Pension Plan.

3.6.2.2. The School Division shall advertise for summer school teachers, and afford consideration to internal candidates, but shall have sole discretion in determining the best applicant for the positions.

### **3.7. Other Allowances:**

3.7.1. **Travelling Allowance:** Where teachers are required and have received prior authorization to use their vehicles when representing the School Division, they shall be eligible for travel allowance in accordance with School Division policy.

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

### **4.1. Creation of New Designations**

In the event that the School Division creates a new position falling within the jurisdiction of this Collective Agreement, salaries and allowances for that position shall be arrived at by consultation with representatives of the Teacher Welfare Committee of the Alberta Teachers' Association Local No. 73.

In addition to the foregoing salary, Administrative allowances shall be paid in accordance with the following schedule:

### **4.2. Administration Allowances:**

#### **4.2.1. Principals**

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

4.2.2. *Assistant principals*

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

4.2.3. *Principal and Assistant Principals*

*Principals' allowance = \$22,765 + \$18.97 x (P-300), maximum \$34,880.*

*For the purpose of this clause "P" shall be defined as the number of full-time equivalent students enrolled in school on September 30 of that school year with ECS students weighted as .5 FTE and all other students weighted as 1.0 FTE. Assistant principals shall receive an amount equal to fifty-five per cent (55%) of the principal's allowance. The School Division may, where a vacancy for a principal occurs, appoint an acting principal who shall receive all the benefits accrued to a principal under this collective agreement while acting in that capacity.*

4.2.4. *Supervisory and Consultative Personnel*

4.2.4.1. **Supervisors of Education:** *Twenty-five per cent (25%) of fourth (4) year maximum as in clause 3.2. Incumbents in this position shall not take more than six (6) weeks' vacation during the July / August period.*

4.2.4.2. **District Coordinator 1** *shall be paid thirteen per cent (13%) of the maximum of the fourth (4) year as in clause 3.2.*

4.2.4.3. **District Coordinator 2** *shall be paid seven-and-one-half per cent (7.5%) of the maximum of the fourth (4) year as in clause 3.2.*

4.2.4.4. **Department Heads** *shall be paid five-and-one-half per cent (5.5%) of fourth (4) year maximum as in clause 3.2.*

4.2.4.5. **Curriculum Coordinators** *shall be paid two-and-one-half per cent (2.5%) of the fourth (4) year maximum as in clause 3.2.*

4.2.4.6. **Division principal** *shall receive a minimum allowance of \$25,000 or the rate of pay equivalent to their last school principal post as per in clause 4.2.*

4.2.4.7. **School Counsellor (credentialed)** *shall be paid seven-and-one-half (7.5%) of the maximum of the fourth year as per in clause 3.2.*

### **4.3. Acting Administrators—Compensation**

- 4.3.1. When, in the absence of the principal, the assistant principal acts in their place for a period of six (6) or more consecutive school days, the assistant principal shall be designated as acting principal and shall receive an allowance, in place of the assistant principal's allowance, equivalent to that of the principal and for the period which the assistant principal is so designated.
- 4.3.2. When, in the absence of the assistant principal, a teacher is designated in writing by the superintendent or the designee to carry out the function of the assistant principal for a period exceeding ten (10) consecutive days, the teacher shall be then designated as acting assistant principal and shall receive an allowance equivalent to that of the assistant principal for the period the teacher is so designated.
- 4.3.3. In the absence of the principal and assistant principal(s), a teacher shall be designated as acting principal and shall be compensated in the amount of \$40.00 for each half-day.

### **4.4. Teachers with principal Designations**

- 4.4.1. *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years.*
- 4.4.3. *Effective September 1, 2023 a teacher designated as an assistant or vice principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.4. *Any current assistant or vice principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2023, may continue under the term contract until the total number of years designated as an assistant or vice principal is five (5) years. When the total length of the assistant's or vice principal's designation will be five (5) years between September 1, 2023, and January 1, 2024, the School*

*Division must decide by January 1, 2024 whether or not the designation will continue in the 2023–2024 school year, and if it continues, it is deemed to be a continuing designation.*

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

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

- 4.5.1. In a school with two hundred and fifty (250) or more pupils, the School Division shall designate one (1) or more teachers to full-time or part-time supervisory positions to assist the principal.
- 4.5.2. Administrator Lieu Days
- 4.5.2.1. School-based administrators are required to perform duties that extend beyond a school year calendar, specifically ensuring that each school is prepared for opening at the beginning of a school year. To compensate school-based administrators for this work:
- 4.5.2.1.1. principals will be granted two (2) lieu days per school year. Additional lieu days may be granted to a maximum of five (5) days at the sole discretion of the superintendent.
- 4.5.2.1.2. Assistant principals will be granted one (1) lieu day per school year. Additional lieu days may be granted to a maximum of two (2) days at the sole discretion of the superintendent.
- 4.5.2.2. Lieu days will be scheduled in consultation with the superintendent with consideration of the operational needs of the school and shall not adversely impact the operations of the school.
- 4.5.2.3. Unused days will not be subject to carryover or paid out if they are not used in the year for which they are earned.



## 5. SUBSTITUTE TEACHERS

### 5.1. Rates of Pay

#### 5.1.1. Full Day

5.1.1.1. *Effective until June 10, 2022, the substitute teachers' daily rates of pay will be \$200.34 plus six per cent (6%) vacation pay of \$12.02 for a total of \$212.36.*

5.1.1.2. *Effective June 10, 2022 (0.50% Increase), the substitute teachers' daily rates of pay will be \$201.34 plus six per cent (6%) vacation pay of \$12.08 for a total of \$213.42.*

5.1.1.3. *Effective September 1, 2022 (1.25% Increase), the substitute teachers' daily rates of pay will be \$216.09 plus two per cent (2%) in lieu of benefits \$4.32 for a total of \$220.41.*

5.1.1.4. *Effective September 1, 2023 (2.00% Increase), the substitute teachers' daily rates of pay will be \$220.41 plus two per cent (2%) in lieu of benefits \$4.41 for a total of \$224.82.*

#### 5.1.2. Half Day

5.1.2.1. *Effective until June 10, 2022, the substitute teachers' rate per one-half day will be \$100.17 plus six per cent (6%) vacation pay of \$6.01 for a total of \$106.18.*

5.1.2.2. *Effective June 10, 2022 (0.50% Increase), the substitute teachers per one-half day will be \$100.67 plus six per cent (6%) vacation pay of \$6.04 for a total of \$106.71.*

5.1.2.3. *Effective September 1, 2022 (1.25% Increase), the substitute teachers per one-half day will be \$108.04 plus two per cent (2%) in lieu of benefits \$2.16 for a total of \$110.21.*

5.1.2.4. *Effective September 1, 2023 (2.00% Increase), the substitute teachers per one-half day will be \$110.20 plus two per cent (2%) in lieu of benefits \$2.20 for a total of \$112.41.*

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

- 5.2.1. *A teacher who substitutes for the same teacher for a period of four (4) or more consecutive teaching days shall be paid retroactively to the first (1) day at the daily rate of 1/200 of the annual salary determined by article 3 of this Collective Agreement for the duration of such substitution.*
- 5.2.2. *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day, or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

## **5.3. Other Substitute Teacher Conditions**

- 5.3.1. **Substitute Placement Service:** Teachers unable to carry on their duties, as a result of illness or any other cause, shall give at least one and one half (1.5) hours' notice to the Substitute Placement Service before school assembles, so that proper substitutes may be obtained. Before returning to duty, the absentee teacher shall notify the Substitute Placement Service of such intended return. If returning for the morning sessions, the notification must be given by 7:00 a.m. and for the afternoon session, before 11:00 a.m. Other than where a previous arrangement has been made with the superintendent specifying the date and time of return, failure to observe this regulation will result in the loss to the teacher of one-half (1/2) day's salary of a substitute teacher, whether a substitute is required or not. Provided however that the superintendent may, at their discretion, after investigating the circumstances, waive the charging of a substitute teacher's salary.

## **5.4. Substitute Teacher Injury on the Job**

- 5.4.1. If a substitute teacher is unable to work as a result of an injury incurred in the course of performing their assigned duties, and where the injury is not compensable under Workers' Compensation, the School Division shall pay the teacher the per diem rate specified in clause 5.1 for a maximum of five (5) consecutive teaching days immediately following the injury, provided that the inability to work is verified by a physician chosen or approved by the School Division.
  - 5.4.1.1. The injury must be reported to school administration before the conclusion of the assigned shift at the school where it occurred to be considered a valid application for payment.
  - 5.4.1.2. Medical costs incurred by the substitute teacher from the verification conducted by a physician of the School Division's choosing, will be paid by the School Division.

- 5.4.2. Payments made by the School Division in a work-related injury shall be made on a without prejudice basis without any liability to the School Division.
- 5.4.3. If a substitute teacher is unable to work as a result of an injury incurred in the course of performing their assigned duties and accepts the per diem rate from the School Division, they shall not accept employment on those days or they shall forfeit per diem payment for injury from the School Division or any other employer for which they perform substitute teacher duties.

## **5.5. Cancelling of Substitute Assignments**

- 5.5.1. If a substitute teaching assignment is cancelled after 5:00 p.m. the day prior to commencement, the School Division will reassign that teacher to an alternate, comparable job placement within the substitute teacher's profile. If placement under these terms cannot be made, the teacher will be paid their daily rate.
- 5.5.2. If a substitute teacher is not reassigned to a job placement, they will not be required to look for an alternate assignment if it is cancelled after 5:00 p.m. Notwithstanding teachers should expect to be assigned to a job placement by the School Division if it becomes available the day of the assignment.
- 5.5.3. Should the substitute teacher choose not to accept an alternative assignment offered by the School Division after 5:00 p.m. the day prior to the original assignment's commencement, that substitute teacher will not be entitled to compensation as per clause 5.4.1.

## **5.6. Substitute Teacher Professional Development**

- 5.6.1. Substitute teachers required to attend School Division professional development days, upon prior approval of the superintendent or designate, will be paid rate as per clause 5.1.

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

- 6.2.1. Adjustments to part-time teachers' assignments will be considered by the School Division prior to posting positions for hiring.

## 7. GROUP BENEFITS

### 7.1. Group Health Benefit Plans

- 7.1.1. *The School Division's contribution to the Alberta School Employee Benefit Plan (ASEBP) – Extended Health Care Plan 1, shall be at the rate of one hundred per cent (100%) of the total premiums.*
- 7.1.2. *Notwithstanding the fore-going clause 7.1.1 shall not apply to a married teacher who submits proof that there is already a member of any of the insurance plans named, through participation in these plans by their spouse.*
- 7.1.3. *In accordance with the provisions of the ASEBP, the School Division shall pay one hundred per cent (100%) of the premiums in respect of benefits under the Life Insurance Plan 2 and Accidental Death and Dismemberment Plan 2.*
- 7.1.4. *The School Division shall pay one hundred per cent (100%) of the premium cost for the Extended Disability Plan D.*
- 7.1.5. *The School Division shall pay one hundred per cent (100%) of the cost of the premium for teachers enrolled in the ASEBP Dental Plan 3.*
- 7.1.6. *The School Division will pay one hundred per cent (100%) of the premium for the Vision Care Plan 3.*

### 7.2. Group Benefits Eligibility

- 7.2.1. *All teachers eligible to participate shall be members of the ASEBP as a condition of employment.*

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

- 7.3.1. *The School Division will provide an HSA / WSA of seven hundred and twenty-five dollars (\$725) per year per eligible teacher.*

### 7.4. Other Group Benefits

- 7.4.1. **Employment Insurance Act:** *The School Division and the teachers agree that the Employment Insurance Commission rebate has been shared in accordance with the *Employment Insurance Act* by the increase in the benefits contained in this Collective Agreement.*

## 8. CONDITIONS OF PRACTICE

### 8.1. Teacher Instructional and Assignable Time

- 8.1.1. *Effective until August 31, 2022, a teacher will not be assigned duties in excess of 1800 minutes per week in which a maximum of 1400 minutes will be devoted to instruction of pupils. The remainder of the assignable*

*time shall be distributed to the teachers by the principal in consultation with staff as equitably as is possible and practical.*

- 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. *Effective until August 31, 2022, in all schools and by mutual agreement between the principal and the teachers, the assignment of 1400 minutes of instructional time may be averaged over the ten- (10-) month school year.*
- 8.1.2. *Effective September 1, 2022, a teacher's assignable time is 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 Division assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
  - a) *operational days (including teachers' convention),*
  - b) *instruction,*
  - c) *supervision, including before and after classes, transition time between classes, recesses, and lunch breaks,*
  - d) *parent teacher interviews and meetings,*
  - e) *School Division and school-directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3,*
  - f) *staff meetings,*
  - g) *time assigned before and at the end of the school day, and*
  - h) *other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*
- 8.2.2. *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*
- 8.2.3. *Time spent traveling to and from professional development opportunities identified in clause 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*

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

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

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

- 8.3.1. *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two (2) periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the School Division.*
- 8.3.2. *When reasonable, this break shall occur in the middle of the assignment.*
- 8.3.3. *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

## **9. PROFESSIONAL DEVELOPMENT**

### **9.1. Teacher Professional Growth Plans**

- 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. Sabbatical Leave**

- 9.2.1. *Sabbatical leave shall mean leave granted by the School Division to a teacher for study, travel or experience approved by the School Division for improving the teacher's academic or professional education.*

- 9.2.2. *To be eligible for sabbatical leave under clause 9.2.1, the teacher shall have served the School Division for five (5) years.*
- 9.2.3. *A teacher who is granted sabbatical leave shall give an undertaking in writing to return to their duties following expiration of their leave and shall not resign or retire from teaching service, other than by mutual agreement between the School Division and the teacher, for a period of at least one (1) year after resuming their duties.*
- 9.2.4. *All applications for sabbatical leave shall be submitted to the School Division by February 1<sup>st</sup> preceding the school year in which the sabbatical leave is to commence.*
- 9.2.5. *The School Division shall, upon receiving the recommendation(s) of the Sabbatical Leave Selection Committee, undertake at its discretion to grant sabbatical leave to two per cent (2%) of the total of the teaching staff by March 15; this maximum percentage may be extended at the option of the School Division.*
- 9.2.6. *A teacher who is granted sabbatical leave for the year under clause 9.2.1 shall receive a salary equal to sixty-six and two-thirds per cent (66-2/3%) of the grid salary the teacher would have received had they been teaching, payable in equal monthly installments.*
- 9.2.7. *Upon resumption of duties, the School Division shall endeavor to return the teacher to the same position, which the teacher enjoyed before the leave was taken, or a mutually agreeable alternative. Where a teacher is not being returned to the same position and a mutually agreeable alternative is not possible, the teacher shall be returned to a position no less favourable than the one which the teacher enjoyed before the leave was taken.*

## **10. SICK LEAVE**

- 10.1. *A teacher who qualifies for extended disability benefits as provided in the ASEBP shall not receive additional salary and shall not be entitled to additional sick leave benefits after ninety (90) consecutive calendar days of disability.*
- 10.2. *During the first (1) year of employment under contract with the School Division, a teacher shall be credited with twenty (20) operational days of sick leave.*
- 10.3. *Commencing with the second (2) consecutive year of employment under contract with the School Division, a teacher shall be credited with ninety (90) consecutive calendar days of sick leave and all sick leave accumulated under clause 10.2 shall be cancelled. A teacher with more than one (1) year of continuous employment with the School Division who returns to work following a period of sick leave or extended disability shall have the ninety (90) consecutive calendar day entitlement reinstated.*
- 10.4. *When a teacher leaves the employ of the School Division, all accumulated sick leave shall be cancelled. Notwithstanding this clause, if a teacher with more than*

*one (1) year of continuous employment under contract with the School Division resigns and is reappointed by the School Division within a two- (2-) year period clause 10.3 shall apply to such teacher.*

- 10.5.** *When a teacher is granted sabbatical leave, disability, or other leave of absence by the School Division, the teacher shall retain the number of accumulated sick leave days to the date of leave commencement. However, the teacher shall not earn additional sick leave days during the period of leave.*
- 10.6.** *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall be required to provide the following documentation:*
- 10.6.1. *Where a teacher is required by the School Division to provide a medical certificate for medical, dental treatment or because of accident, disability, or illness and where the teacher is required to pay a fee for such medical certificate, the School Division shall reimburse the teacher to a maximum of thirty-five dollars (\$35), upon receipt of proof of payment.*
- 10.6.2. *Prior to returning to work after an extended absence, the teacher shall provide the School Division with two (2) weeks written notice of readiness to return to work, whenever possible and a medical certificate indicating that the teacher is capable of resuming their teaching duties. The School Division shall reimburse the teacher to a maximum of thirty-five (\$35) dollars, upon receipt of proof of payment.*
- 10.7.** *The School Division may require any person employed by it to undergo a medical examination by a physician named or approved by the School Division.*

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

### **11.1. Maternity Leave**

- 11.1.1. *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2. *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3. *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4. *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to*



*return to work. The teacher shall give the School Division no less than four (4) weeks' notice, in writing, of the intended date of return.*

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

## **11.2. Parental Leave**

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

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

- 11.3.1. *The School Division shall top up Supplementary Employment Benefits (SEB) to one hundred per cent (100%) of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per article 10.*

- 11.3.2. *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per article 10.*
- 11.3.3. *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The School Division shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The HSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA during this time.*

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

- 11.3.6. *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.3.7. *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.*
- 11.3.8. *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.*
- 11.3.9. *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.*
- 11.3.10. *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.*
- 11.3.11. *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.** *Temporary leave of absence with pay less the cost of a substitute may be granted by the superintendent or designate for personal leave for up to two (2) days per school year for personal business providing that the leave does not adversely affect the operation of the school or School Division.*

**12.1.1.** *Effective as of ratification of the 2018-2020 collective agreement and each year after, leave under this article may be carried for use in the next school year, providing a maximum of four (4) days in any one (1) school year.*

**12.2.** *For up to and including five (5) days per school year in order that the teacher may attend a public business arising from their position as an elected official.*

## **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 the teacher's behalf while on secondment under this article.*

*Effective September 1, 2022*

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

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

*The School Division shall pay for an absence approved by the superintendent or designate, pursuant to section 220 under the Education Act, where such teacher is absent:*

- 14.1.** *For not more than five (5) teaching days because of the critical illness or death of spouse, child, parent, brother, sister, parent of spouse, guardian, grandparent, and grandchild, or other relative who is a member of the teacher's household and for not more than two (2) teaching days because of the critical illness or death of a sister-in-law, brother-in-law, daughter-in-law, or son-in-law. A teacher who is absent from teacher duties under this article may be required to provide a medical certificate stating that the illness warranted the leave of absence for attendance;*

- 14.2. To write an examination in an academic or professional course, or to attend a convocation for the purpose of receiving a degree or diploma at any Alberta university;
- 14.3. *To attend an educational conference, convention or other School Division-approved meeting;*
- 14.4. *While serving as a juror at a scheduled session of the court in response to a notice to attend, provided that any fee received for acting in such a capacity be paid over to the School Division;*
- 14.5. *For up to three (3) days for leave for child's arrival for natural and adoptive parents;*
- 14.6. *For one (1) day of family needs leave with pay for "Immediate Family". "Immediate Family" is defined as spouse, child, parent, grandparent, or other person who is a member of the teacher's household;*
- 14.7. *One-half (1/2) day leave shall be granted without loss of pay to attend a funeral as a pallbearer; an additional half (1/2) day may be added at the discretion of the superintendent or designate;*
- 14.8. *The superintendent or designate at their discretion may grant a teacher a leave of absence with pay:*
  - a) *While serving as a witness at a scheduled session of the court in response to a notice to attend, or a subpoena, provided that any fee received for acting in such capacity be paid over to the School Division, and that the teacher is not charged with any offence.*
  - b) *Due to extenuating circumstances.*
- 14.9. *Temporary leave of absence with pay less the cost of a substitute may be granted by the superintendent or designate.*
  - 14.9.1. *To teachers who are required to leave before the end of the school term to attend an educational institution for a program of summer study.*
  - 14.9.2. *To teachers who wish to participate in a competitive sporting event leading to provincial or national competition to a maximum of two (2) days per year.*
- 14.10. *In addition to the foregoing, a teacher may apply for leave of absence for illness of their child or other personal reasons. The superintendent or designate at their discretion may grant leave of absence for such a period as the superintendent deems adequate (a) with pay, or (b) with pay less the cost of a substitute, or (c) without pay.*

## **15. GRIEVANCE PROCEDURE**

*Subject to the Letter of Understanding on Interim Grievance Procedure, current article 15 and 16 in 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 clause(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-member arbitration board, and the nominees shall endeavour to select an independent chair.*
- 15.12.1. *If the parties are unable to select a chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the chair.*
- 15.14. *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator / arbitration board is final and binding on:*
- 15.15.1. *the School Division and the Association; and,*

15.15.2. *teachers covered by the Collective Agreement who are affected by the award.*

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

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

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

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

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

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

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

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

#### **15.17. Optional Mediation Process**

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

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



*request in writing that the Director of Mediation Services make the necessary appointment.*

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

#### **15.18. Administration**

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

### **16. EMPLOYMENT**

#### **16.1. Information and Files**

- 16.1.1. **Personnel Files:** Teachers shall upon notice to the superintendent or designate be given access to the contents of their personnel files.
- 16.1.2. The School Division shall effect and keep in force a policy or policies of insurance, insuring every teacher in its employ, when acting in the course of such teacher's employment, against liability in respect of any claim for damages or personal injury.
- 16.1.3. **School Division Policy:** Any School Division policy changes from those detailed in the School Division's most current policy handbook, or

adopted School Division minutes, affecting teachers, shall be provided to the Teacher Welfare Committee for review and with the exception of interim emergency policies, the teachers shall have the opportunity to make representations to the School Division prior to the adoption of any policy.

- 16.2.** All available positions, including summer school, shall be communicated for internal applications prior to posting for external candidates. All available positions will be shared in a job bulletin with all teachers on contract, including those on leave.

**IN WITNESS WHEREOF** the parties hereto have caused this Collective Agreement to be executed by their respective officers, duly authorized hereunto, the day and year first above written (in the preamble, page 3).

On the behalf of the  
The St. Albert School Division

On the behalf of the  
The Alberta Teachers' Association

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Board Chair  
Kim Armstrong

---

Local President  
Ellen Snaith

---

Superintendent of Schools  
Krimsen Sumners

---

Chairman, Negotiating Committee  
Michael Marano

---

Finance / Secretary Treasurer  
Michael Brenneis

---

Associate *Coordinator*—Collective Bargaining  
Sean D Brown

## **LETTERS OF UNDERSTANDING—CENTRAL**

### **LETTER OF UNDERSTANDING #1**

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

##### **1. Scope**

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

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

##### **2. Structure**

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

##### **3. Process**

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

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

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

**LETTER OF UNDERSTANDING #2**  
**RE: INTERIM GRIEVANCE PROCEDURE**

**WHEREAS** at the time of signing this Letter of Understanding, The Alberta Teachers' Association (Association) and the Teachers' Employer Bargaining Association (TEBA) were actively engaged in central bargaining;

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

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

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

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

**THE PARTIES AGREE AS FOLLOWS:**

**EFFECTIVE DATES**

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

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

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

**TRANSITION OF EXISTING GRIEVANCES**

1. *For grievances filed under article 15 (Central Grievance Procedure) of 2018–2020 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
  - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
  - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

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

## **INTERIM GRIEVANCE PROCEDURE**

- 15.1.** *This procedure applies to differences:*
  - 15.1.1. *about the interpretation, application, operation, or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
  - 15.1.2. *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*
- 15.2.** *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3.** *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the superintendent or designate and the Associate Coordinator—Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence/event giving rise to the grievance.*
- 15.4.** *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the School Division, and shall contain the following:*
  - 15.4.1. *the name(s) of the parties aggrieved;*
  - 15.4.2. *a statement of facts giving rise to the grievance;*
  - 15.4.3. *the article(s) of the agreement that are alleged to have been violated; and,*
  - 15.4.4. *the remedy or correction being sought.*
- 15.5.** *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the School Division, the chair of the Board of Directors of TEBA or designate, and the Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.*

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

**15.14.** *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*

**15.15.** *The findings, decision, and award of the arbitrator / arbitration board is final and binding on:*

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

15.15.2. *teachers covered by the Collective Agreement who are affected by the award.*

**15.16. TEBA Involvement in Grievance Proceedings**

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

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

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

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

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

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

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

**15.17. Optional Mediation Process**

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

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

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

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

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

#### **15.18. Administration**

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

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

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

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



**LETTER OF UNDERSTANDING #3**

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

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

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

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

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

**LETTER OF UNDERSTANDING # 4**

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

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

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

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

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

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

**LETTER OF UNDERSTANDING #5**

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

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

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

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

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

## **LETTER OF UNDERSTANDING #6**

### **EXPEDITED ARBITRATION (12 MONTH-PILOT)**

- 1. The intent of this Letter of Understanding is to have a matter decided expeditiously through an arbitration. Ideally, unless agreed to otherwise by the parties or required by the arbitrator, hearings will take no longer than a single 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 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;
  - f) Processes and timing for enrolling students in courses or programs.
2. Where collective agreements already include provisions related to distributed education environment, local pilot projects may temporarily modify existing central terms related to distributed education conditions of practice.
3. In any event (with or without mutual agreement to a pilot project), and where requested by the Association or an individual teacher, a School Division with a distributed education program shall establish a Distributed Education Collaboration Committee to facilitate ongoing conversations on the above noted elements of a distributed education program.

**LETTER OF UNDERSTANDING #9**  
**EXPERIENCE FORM**

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

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

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



**TEACHING EXPERIENCE FORM**

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

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

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

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

**Teaching Experience**

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

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

**School Division Contact**

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

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

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

**APPENDIX A—Teaching Experience Provisions**

**3.4. Experience**

*Teachers shall:*

- a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
  - b) *Not gain experience during vacation periods and leaves of absence without salary.*
- 3.4.1. *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*

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

*Prior Experience*

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

- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another school division, the receiving School Division shall assume the recognition of experience provided by the previous school division.*
- 3.4.10. *Clauses 3.4.6 through 3.4.19 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  
DEFERRED SALARY LEAVE  
BETWEEN  
THE ST. ALBERT SCHOOL DIVISION  
AND  
THE ALBERTA TEACHERS' ASSOCIATION**

The School Division agrees to maintain Policy D-140 and all applicable regulations and schedules therein. This policy will remain subject to the policy review process as outlined in Policy A-130 wherein the Board of Trustees exercise sole and exclusive authority to authorize any changes to Policy D-140.

The next scheduled review of this policy is in the 2025–2026 school year, and it is the intent of the parties that this Letter of Understanding will prevail at least until this review or should Deferred Salary Leave be placed on the Central List of Matters, it is addressed through that process.

**LETTER OF UNDERSTANDING #11**  
**INDIVIDUAL TEACHER DIRECTED PROFESSIONAL DEVELOPMENT**  
**BETWEEN**  
**THE ST. ALBERT SCHOOL DIVISION**  
**AND**  
**THE ALBERTA TEACHERS' ASSOCIATION**

The School Division shall communicate that each school site allocates five hundred dollars (\$500) per teacher with an FTE of zero point two (0.2) or greater to an individual learning account.

Additional funds may be accessed at the discretion of the school principal.

Funds shall be used for professional learning which aligns with the teacher's Professional Growth Plan.

**LETTER OF UNDERSTANDING #12**  
**CALENDAR COMMITTEE**  
**BETWEEN**  
**THE ST. ALBERT SCHOOL DIVISION**  
**AND**  
**THE ALBERTA TEACHERS' ASSOCIATION**

A Calendar Committee shall be established to provide input for upcoming School Division calendars. The Calendar Committee shall be comprised of up to three (3) members appointed on behalf of the School Division and up to three (3) members appointed by Local 73, inclusive of the Teacher Wellness Committee (TWC) chair and shall meet annually prior to the approval of the draft calendar by the School Division.

**LETTER OF UNDERSTANDING #13**  
**TEACHER BOARD LIAISON COMMITTEE TERMS OF REFERENCE**  
**BETWEEN**  
**THE ST. ALBERT SCHOOL DIVISION**  
**AND**  
**THE ALBERTA TEACHERS' ASSOCIATION**

The parties agree to establish a Terms of Reference (TOR) for a Teacher Board Liaison Committee by December 31, 2023. This Letter of Understanding shall expire at upon completion of the Terms of Reference.

**LETTER OF UNDERSTANDING #14**  
**THE ALBERTA TEACHERS' ASSOCIATION (ATA) GROUP REGISTERED**  
**RETIREMENT SAVINGS PLAN**  
**BETWEEN**  
**THE ST. ALBERT SCHOOL DIVISION**  
**AND**  
**THE ALBERTA TEACHERS' ASSOCIATION**

In cooperation with the ATA's Group Savings providers the School Division shall explore implementing the ATA Group Registered Retirement Savings Plan through a payroll deduction system. This Letter of Understanding shall inform the next round of Local Bargaining.