

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 ASPEN VIEW SCHOOL DIVISION

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024



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

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree as follows:

1. APPLICATION / SCOPE

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

1.2. Excluded Positions

- 1.2.1. Superintendent
- 1.2.2. Associate Superintendents
- 1.2.3. Chief deputy Superintendents
- 1.2.4. Directors and above

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

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

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

behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.

1.5 Role of TEBA

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

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

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

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

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

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

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

1.10. Structural Provisions

1.10.1. Teacher Board Advisory Committee (TBAC)

1.10.1.1. The School Division and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees, teachers, and administrators.

1.10.1.2. The parties hereby agree that there shall be constituted a TBAC in the School Division for the purpose of considering matters of concern related to school affairs including proposed educational policy changes and changes in conditions of professional service and communicating thereon the views of the respective parties.

1.10.1.3. The TBAC shall consist of authorized representatives of teachers, elected board members and their appointees.

1.10.1.4. This committee shall meet initially within the first three (3) months of the school year. Further meetings shall be upon the request of either party.

1.11. *All provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2. List Bargaining

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

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

2.3. Central Matters Bargaining

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

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

2.4. Local Bargaining

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

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

2.5. Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6. Meet and Exchange

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

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

2.7. Opening with Mutual Agreement

2.7.1. *The Association and TEBA may at any time by mutual agreement negotiate revisions to the central matters contained in this collective agreement. Any such revisions shall become effective from such date as shall be mutually agreed upon by the Association and TEBA.*

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

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

2.8.1. *As the Association is the bargaining agent for the teachers employed by the School Division, the School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

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

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

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

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

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

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

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

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

- 2.8.2.1. *HSA / WSA / RRSP utilization rates;*
- 2.8.2.2. *Most recent School Division financial 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. *Save and except substitute teachers, the School Division shall pay each teacher one-twelfth (1/12) of the teacher’s annual salary on the twenty-seventh (27) of each calendar month from September through June and on or before the last banking Friday in July and August by way of electronic transfer of salary into each teacher’s bank account.*
- 3.1.2. *Payment of administrative allowances shall commence on the effective date of appointment.*
- 3.1.3. *The School Division shall pay substitute teachers on or before the tenth (10) day of the month following their service.*

3.2. Grid

- 3.2.1. *The number of years of teacher education and the years of teacher experience, as computed according to this agreement, shall together determine the basic salary rates for each teacher employed by the School Division.*
- 3.2.2. *The School Division shall pay its teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are “per annum” unless specifically stated otherwise.*
- 3.2.3. *The salary schedule will be as follows:*

3.2.3.1. *Effective until September 1, 2020*

STEP	CAT 4	CAT 5	CAT 6
0	\$ 59,368	\$ 62,769	\$ 66,761
1	\$ 62,946	\$ 66,570	\$ 70,573
2	\$ 66,517	\$ 70,378	\$ 74,396
3	\$ 70,094	\$ 74,191	\$ 78,200
4	\$ 73,670	\$ 77,993	\$ 82,021
5	\$ 77,721	\$ 81,802	\$ 85,839
6	\$ 81,767	\$ 85,610	\$ 89,648
7	\$ 85,821	\$ 89,415	\$ 93,467

STEP	CAT 4	CAT 5	CAT 6
8	\$ 89,873	\$ 93,231	\$ 97,279
9	\$ 93,917	\$ 97,032	\$ 101,097

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

STEP	CAT 4	CAT 5	CAT 6
0	\$ 59,665	\$ 63,083	\$ 67,095
1	\$ 63,261	\$ 66,903	\$ 70,926
2	\$ 66,850	\$ 70,730	\$ 74,768
3	\$ 70,444	\$ 74,562	\$ 78,591
4	\$ 74,038	\$ 78,383	\$ 82,431
5	\$ 78,110	\$ 82,211	\$ 86,268
6	\$ 82,176	\$ 86,038	\$ 90,096
7	\$ 86,250	\$ 89,862	\$ 93,934
8	\$ 90,322	\$ 93,697	\$ 97,765
9	\$ 94,387	\$ 97,517	\$ 101,602

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

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

STEP	CAT 4	CAT 5	CAT 6
0	\$ 60,411	\$ 63,872	\$ 67,934
1	\$ 64,052	\$ 67,739	\$ 71,813
2	\$ 67,686	\$ 71,614	\$ 75,703
3	\$ 71,325	\$ 75,494	\$ 79,573
4	\$ 74,963	\$ 79,363	\$ 83,461
5	\$ 79,086	\$ 83,239	\$ 87,346
6	\$ 83,203	\$ 87,113	\$ 91,222
7	\$ 87,328	\$ 90,985	\$ 95,108
8	\$ 91,451	\$ 94,868	\$ 98,987
9	\$ 95,567	\$ 98,736	\$ 102,872

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

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

STEP	CAT 4	CAT 5	CAT 6
0	\$ 61,619	\$ 65,149	\$ 69,293
1	\$ 65,333	\$ 69,094	\$ 73,249
2	\$ 69,040	\$ 73,046	\$ 77,217
3	\$ 72,752	\$ 77,004	\$ 81,164
4	\$ 76,462	\$ 80,950	\$ 85,130

STEP	CAT 4	CAT 5	CAT 6
5	\$ 80,668	\$ 84,904	\$ 89,093
6	\$ 84,867	\$ 88,855	\$ 93,046
7	\$ 89,075	\$ 92,805	\$ 97,010
8	\$ 93,280	\$ 96,765	\$ 100,966
9	\$ 97,478	\$ 100,711	\$ 104,929

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

3.3. Education

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

3.4. Experience

Teachers shall:

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

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

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

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

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

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

Prior Experience

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

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

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

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

confirmation from the previous school division certifying:

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

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

Effective until June 9, 2022

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

Effective June 10, 2022, repeal 3.4.10

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

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

3.5.1. A CTS trade teacher is a person, who has a valid Alberta teaching certificate, and instructs at least half time (1/2) of a full-time equivalent (zero point five (0.5) FTE) in the teacher's area of trade certification as a journeyperson.

3.5.1.1. Industrial trade experience means industrial trade experience in the area of trade certification for which the teacher will be teaching, which experience was obtained while holding a valid journeyperson certificate for the area in which the teacher will be teaching. One (1) year of full-time industrial trade experience shall be time equivalent to two thousand (2,000) hours worked per year as a journeyperson.

3.5.1.2. The School Division will recognize a vocational teacher's trade experience by initially placing the teacher on the grid at their years of experience in the trade divided by two (2) and rounded up to the closest year of experience and a minimum of four (4) years of education.

3.5.1.3. Industrial trade experience will only be recognized if the teacher

holds a journeyperson certification, as a condition of employment by the School Division, and if

- a) the teacher instructs in their area of trade certification as a journeyperson, on at least a zero point five (0.5) FTE basis, and*
- b) the teacher's prior industrial trade experience through verifiable employment was obtained while holding a valid journeyperson certificate for the area in which the teacher will be teaching, and*
- c) the verifiable documents provided are either from a third-party employer, or, in the case of self-employment, filed tax returns which confirm work in the area for which the teacher holds a valid journeyperson certificate and will be teaching.*

3.5.2. *Following initial placement, the vocational teacher shall be entitled to the regular experience increments provided by this agreement, up to the maximum provided in the applicable category.*

3.5.3. *Advancement from one salary category to another shall be made in the same manner as for any regular teacher, with allowance as in the teacher's previous category placement.*

3.6. Other Rates of Pay

3.6.1. **Summer Pay** – A teacher who is employed to provide instruction in credit courses for the School Division's summer school shall be paid a base hourly rate of \$67.83, inclusive of general holiday and vacation pay. This hourly rate is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

3.6.2. **Service Outside the Operational Day** – Teachers directed by the Superintendent or designate, in writing, to provide service to the School Division outside of the regular school calendar shall be compensated at a rate of one two-hundredth (1/200) per full day or one four-hundredth (1/400) per half day.

3.7. Other Allowances

3.7.1. **Teacher Assigned to Multiple School Allowance** – A teacher authorized or assigned by the School Division to travel by automobile to two (2) or more schools in the performance of their duties shall be reimbursed at the kilometrage rate set by the School Division.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations / Positions

4.1.1. The School Division may create administrative, supervisory, or other positions, where a teaching certificate is a requirement of the position. Any allowance for the new position shall be negotiated between the School Division and the Association. If no agreement is reached, the School Division may proceed to fill the position with the understanding that the amount of the allowance may be on the bargaining table at the next round of negotiations.

4.2. Administration Allowances

4.2.1. Principal Allowance

In addition to the foregoing salary there shall be paid allowances in accordance with the following schedule.

4.2.1.1. Principal Allowance Schedule

Number of Students	Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
0–100 students	\$ 138.21	\$ 138.90	\$ 140.64	\$ 143.45
101–200 students	\$ 40.63	\$ 40.83	\$ 41.34	\$ 42.17
201–300 students	\$ 24.38	\$ 24.50	\$ 24.81	\$ 25.30
300+ students	\$ 22.76	\$ 22.87	\$ 23.16	\$ 23.62

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

4.2.1.2. *For the purpose of determining allowances based on student count, such count shall be September 30 of each school year.*

4.2.1.3. *The principal's allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

4.2.1.4. *The minimum allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

4.2.2. Assistant Principal Allowance

4.2.2.1. *The assistant principal's allowance payable shall be one-half (½) the allowance payable pursuant to clause 4.2.1.*

4.2.2.2. *Where there is more than one assistant principal, a sum equal to one hundred per cent (100%) of that payable pursuant to clause*

4.2.1 shall be divided between the incumbents in the ratio of their responsibilities.

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

4.2.3. Coordinator Allowance

4.2.3.1. A teacher assigned the responsibilities of coordinator, by the School Division, shall be paid an annual allowance in accordance with the following schedule prorated to the amount of time assigned such responsibilities. The coordinator allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

4.2.3.1.1. Coordinator Allowance Schedule

Allowance	Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
Coordinator	\$ 12,560.00	\$ 12,622.80	\$ 12,780.59	\$ 13,036.20

4.3. Acting / Surrogate Administrators—Compensation

4.3.1. When, in the absence of the principal, an assistant principal or a teacher acts in the principal’s place for a period of five (5) or more consecutive school days, the assistant principal or teacher shall be designated as acting principal effective the sixth (6) consecutive school day and shall be paid as a principal for the period during which the assistant principal or teacher is so designated.

4.3.2. When in the absence of the principal, in schools where there is no assistant principal, a teacher shall be designated as acting principal effective the second (2) consecutive school day of the principal’s absence and shall be paid at the rate of one two-hundredth (1/200) of the principal’s allowance commencing the third (3) consecutive school day, retroactive to the first (1) day of such designation and for the remainder of the period during which the teacher is so designated.

4.3.2.1. When a teacher in a multi-roomed school is requested to be in charge during half day (1/2) up to a three (3) day period of time when the principal is away to attend scheduled administrative meetings, seminars, conventions, or is on an academic improvement course, that teacher left in charge shall be paid fifty per cent (50%) of one two-hundredth (1/200) of that principal’s allowance for each half (1/2) day that the teacher has been assigned to be in charge. This allowance paid to the teacher in charge does not reduce that principal’s allowance.

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

- 4.4.1. *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2017, may continue under the term contract until the total number of years designated as a principal is five (5) years.*
- 4.4.3. *Effective September 1, 2023, a teacher designated as an assistant or vice-principal shall enter a series of term contracts for a period of up to five (5) years. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.4. *Any current assistant or vice-principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2023, may continue under the term contract until the total number of years designated as an assistant or vice-principal is five (5) years. When the total length of the assistant's or vice-principal's designation will be five (5) years between September 1, 2023, and January 1, 2024, the School Division must decide by January 1, 2024, whether or not the designation will continue in the 2023-24 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.4.5. *For any current assistant or vice-principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2023, the School Division may extend the temporary contract for one (1) additional year and must decide by January 1, 2024, whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

4.5. Other Administrator Designations

- 4.5.1. *No teacher designated as assistant principal at the time of signing of this agreement shall have that designation terminated by reason of the School Division's decision to eliminate the position, unless an alternate arrangement is recommended by the Superintendent in consultation with the principal involved.*

4.6. Other Administrator Conditions

4.6.1. Administration Time for Administrators

4.6.1.1. *A teacher assigned the responsibilities of department head shall, in addition to instructional preparation periods, be provided the equivalent of one forty- (40-) minute class period free from instructional responsibilities every second school day.*

4.6.2. Vacation / Work Schedule

4.6.2.1. Those teachers designated as administrative or supervisory personnel will so organize their work that their school and / or functional responsibilities will be ready for operation on the opening day of school of each school year.

4.6.3. Multiple Allowances

4.6.3.1. There shall be no pyramiding of allowances. Where more than one (1) allowance could apply, the teacher shall receive the greater allowance.

4.6.4. Lieu Days for School-Based Administrator

4.6.4.1. School-based principals will be granted three (3) day(s) in lieu per school year at a time mutually agreeable to the principal and the Superintendent or designate.

4.6.4.2. Effective the date of ratification (January 25, 2024), school-based assistant principals will be granted two (2) day in lieu per school year at a time mutually agreeable to the assistant principal and the Superintendent or designate.

The paid days must be taken by May 31, of the school year, or days will be forfeited, and no payment shall be made in lieu. For any extension to the end of the year, permission of the Superintendent or designate must be granted.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

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

5.1.2. Full Day Rate

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

- 5.1.2.2. *Effective June 10, 2022, zero point five per cent (0.50%) increase, the substitute teachers' daily rates of pay will be \$201.00 plus six per cent (6%) vacation pay of \$12.06 for a total of \$213.06.*
- 5.1.2.3. *Effective September 1, 2022, one point two-five per cent (1.25%) increase, the substitute teachers' daily rates of pay will be \$215.72 plus two per cent (2%) in lieu of benefits of \$4.31 for a total of \$220.04.*
- 5.1.2.4. *Effective September 1, 2023, two per cent (2.00%) increase, the substitute teachers' daily rates of pay will be \$220.04 plus two per cent (2%) in lieu of benefits of \$4.40 for a total of \$224.44.*
- 5.1.3. *Notwithstanding clause 5.1.2, a substitute teacher shall be paid sixty per cent (60%) of the full day rate indicated in clause 5.1.2 for each partial day worked. A teacher who works more than sixty per cent (60%) of an instructional day shall receive one hundred per cent (100%) of the substitute teacher's daily rate. If a teacher works two (2) partial day assignments on the same day, they shall receive one hundred per cent (100%) of the substitute teacher's daily rate of pay.*

5.2. Commencement of Grid Rate

- 5.2.1. *Number of days to go on grid: Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive school days shall be paid, effective the sixth (6th) consecutive school day, according to placement on the salary schedule subject to the terms of this agreement.*
- 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. Professional Development

- 5.3.1.1. *Substitute teachers shall be invited to one (1) professional development day per school year. Substitute teachers who attend the professional development day shall be paid the substitute teacher rate as per clauses 5.1.2 depending on the effective date of the professional development. Eligible substitutes are those that are currently on the substitute list that have taught in the current school year.*

5.3.2. Assigned Duties of Substitute Teachers

- 5.3.2.1. *Substitute teachers will be assigned duties and will be provided with breaks aligned with Employment Standards. The assignment shall exclude the supervision that precedes the first instructional*

block on the first day. In the event that the substitute teacher is covering multiple teaching assignments in the day, they will be notified when they are contacted for the position.

5.3.3. Cancellation of Assignment

5.3.3.1. When a substitute teacher has accepted employment, such employment shall not be cancelled without at least twelve (12) hours' notice. Where the anticipated employment is greater than one (1) day, the second and subsequent days may be cancelled with twelve (12) hours' notice. If a teacher cancels without proper notice, they will be responsible for the substitute teacher cost. If twelve (12) hours' notice is not provided, the substitute teacher may be reassigned to other duties within the school. Where a substitute is cancelled because of the cancelation of an event or School Division decision, the cost is borne by the School Division.

5.4. Travel Compensation to Colony

5.4.1. Where a substitute teacher lives more than seventy-five (75) kilometers from the school they will report to, and the substitute teacher travels more than one hundred and fifty (150) kilometers to report to the school and return home, the substitute teacher shall receive a twenty-dollar (\$20.00) travel allowance to compensate for travel. This only applies to the first four (4) consecutive teaching days in the same teaching assignment unless otherwise determined solely by the School Division to continue. This provision does not apply to teachers under probationary, interim, temporary, or continuous contracts.

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.*

6.1.1. *A part-time teacher shall mean a teacher employed under a contract of employment with the School Division whose assignment is less than that of a full-time teacher.*

6.2. Part-time Teachers Salaries

6.2.1. *Teachers employed on a part-time basis shall be paid on a pro-rata basis in accordance with the definition in clause 6.1.*

6.3. Part-time Teachers Benefits and Proration

6.3.1. *Premiums paid by the School Division will be contributed on a pro-rata basis for part-time teachers.*

6.4. Other Part-time Teacher Conditions

6.4.1. Part-time Assignment

6.4.1.1. *A part-time teacher shall be provided with preparation time and supervision duties approximately proportionate to the amount of time of a teacher in a full-time assignment at their school.*

6.4.2. Movement Between Part-Time and Full-Time Assignment (Part-Time Leave)

6.4.2.1. Any teacher employed on a full-time (1.0 FTE) continuous contract as of September 1, 1995, who agrees to employment on a part-time leave shall be given a part-time continuing contract for a period of one (1) year and, notwithstanding section 211(2) of the *Education Act*, that contract shall be for a specified portion of an FTE which shall not be varied except by mutual consent.

6.4.2.2. At the end of the initial or any subsequent time period the teacher shall return to a full-time contract unless, prior to May 1, the teacher and the School Division agree to renew the part-time leave arrangement, for a new time period. Nothing in this article precludes any change in the contract by mutual consent.

6.4.2.3. The teacher shall be returned to a mutually agreed on position or returned to the position held prior to the part-time leave assignment. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training. Should the teacher continue in the part-time leave beyond one year, when returning to a full-time position shall be placed in a position commensurate with the teacher's experience and training.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier, and Premiums

7.1.1. *The School Division shall contribute one hundred per cent (100%) of teachers' premiums payable for benefits under the provisions of the Alberta School Employee Benefit Plan (ASEBP), Life Insurance, Plan 2, and Accidental Death and Dismemberment Insurance, Plan 2. All teachers on staff shall be members of ASEBP as a condition of employment.*

7.1.2. *The School Division shall contribute one hundred per cent (100%) of teachers' premiums payable for benefits under the provisions of ASEBP Extended Health Care (EHC) Benefits, Plan 1. All teachers on staff shall be members of ASEBP – EHC as a condition on employment.*

7.1.3. *Effective until August 31, 2022, the School Division shall pay seventy per cent (70%) of the premium payable per month for Alberta Health Care.*

7.1.4. *The School Division shall contribute one hundred per cent (100%) of the*

premiums payable for the ASEBP Dental Care, Plan 3 for all participating employees.

7.1.5. *The School Division shall contribute one hundred per cent (100%) of the premiums payable for the ASEBP Vision Care, Plan 3 for all participating employees.*

7.1.6. *The School Division shall pay one hundred per cent (100%) of premiums payable for benefits under the provisions of the ASEBP, Extended Disability Benefits – Plan D.*

7.1.7. *The School Division shall apply its share of premiums specified for all participating teachers enrolled in the applicable group insurance plans in the following order: Extended Health Care; Dental Care; Extended Disability Plan D; Vision Care; Life Insurance; Accidental Death, and Dismemberment; and, Alberta Health Care.*

7.1.8. *Effective September 1, 2022, all references to Alberta Health Care insurance and / or premiums in this collective agreement are removed.*

7.2. Group Benefits Eligibility

7.2.1. *Notwithstanding clauses 7.1.2, 7.1.3, 7.1.4 and 7.1.5, any teacher who has equivalent coverage provided through their spouse may be exempt from the condition of employment as identified in clause 7.1.2.*

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

7.3.1. *The School Division will establish for each teacher an HSA / WSA that adheres to Canada Revenue Agency requirements. The School Division will contribute \$60.41667 per month for each FTE teacher. This contribution shall be prorated for teachers employed less than full-time with the School Division. The unused balance will be carried forward for a total accumulation of two (2) years. The teachers leaving the employ of the School Division will forfeit any remaining balance.*

7.3.2. *The School Division shall maintain an HSA / WSA to all eligible teachers. The School Division will contribute \$725.00 for each teacher. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency and the Income Tax Act of Canada.*

7.4. Other Group Benefits

7.4.1. Subrogation

7.4.1.1. *If a teacher receives sick leave benefits because the teacher was injured through the fault of another party, the School Division has subrogation rights. The teacher may make a claim to recover the amount of these benefits from the other party. Depending upon the amount of the claim for sick leave benefits, the teacher may be obligated to reimburse the School Division for any benefits which*

have been or will be paid by the School Division.

7.4.2. Employment Insurance Premium Reduction plan

7.4.2.1. Payments made towards benefit plans by the School Division shall permit the School Division to retain and not pass on to teachers any rebates of premiums otherwise required under Canada Employment Insurance Commission regulations.

7.4.3. Benefits for Retired Teachers Returning to Employment

7.4.3.1. *Retired teachers over sixty-five (65) years old, who are ineligible for ASEBP and commence work for the School Division, shall be reimbursed for benefit premiums up to the equivalent amount that the School Division would have contributed had the teacher participated in ASEBP.*

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

8.1.1. *Effective until August 31, 2022, teacher instructional time will be capped at 907 hours per school year.*

8.1.1. *Effective September 1, 2022, teacher instructional time will be capped at 916 hours per school year commencing the 2022-23 school year.*

8.1.2. *Teacher assignable time will be capped at 1,200 hours per school year.*

8.2. Assignable Time Definition

8.2.1. *Assigned time is defined as the amount of time that School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*

- a) operational days (including teachers' convention);*
- b) instruction;*
- c) supervision, including before and after classes, transition time between classes, recesses, and lunch breaks;*
- d) parent-teacher interviews and meetings;*
- e) School Division and school-directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3;*
- f) staff meetings;*
- g) time assigned before and at the end of the school day;*

h) other activities that are specified by the School Division to occur at a particular time and place within a reasonable workday.

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

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

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

b) the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.

c) the time is spent traveling to and from the teacher's annual convention.

8.3. Duty Free Lunch

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

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

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

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

8.4. Other Conditions of Practice

8.4.1. No teacher will be required to render services for more than two hundred (200) days in any school year.

8.4.2. The School Division shall provide a minimum of one (1) hour per month for staff meetings during the regular school day.

9. PROFESSIONAL DEVELOPMENT

9.1. Teacher Professional Growth Plan

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

9.2. Professional Improvement Leave

- 9.2.1. *Professional improvement leave shall mean a leave of absence granted by the School Division at its discretion on application by a teacher for study designed to improve the teacher's academic or professional education.*
- 9.2.2. *To be eligible for professional improvement leave the teacher shall have served the School Division for at least five (5) years. The School Division, however, may grant a professional improvement leave to a teacher regardless of years of service with the School Division.*
- 9.2.3. *A teacher who is granted professional improvement leave shall give an undertaking in writing to return to the teacher's duties following the expiration of the teacher's 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 two (2) years after resuming the teacher's duties. Should a teacher fail to comply with this article the teacher shall repay the allowance on a pro-rata basis.*
- 9.2.4. *All applications for professional improvement leave for a full year or for a semester shall be submitted to the School Division by March 1 preceding the school year in which the professional improvement leave is to commence. All applications for professional improvement leave for the spring session shall be submitted by the 31 of December preceding the session in respect of which the application is made.*
- 9.2.5. *The School Division after reviewing the applications shall notify by April 1 following the deadline for application as to whether or not the applicant is granted professional improvement leave.*
- 9.2.6. *A teacher who is granted professional improvement leave for the year shall receive a salary for professional improvement leave payable in ten (10) equal installments on the last day of each month as follows: seventy (70) per cent of the teacher's pay.*
 - 9.2.6.1. *Professional improvement leave may be granted for spring classes*

at a post-secondary institution. A teacher granted such leave shall receive as salary twenty (20) per cent of the annual professional improvement leave allowance in two (2) equal monthly installments.

9.2.7. *Prior to leave being granted, the School Division and the teacher shall agree to the terms and conditions of resumption of duties on the part of the teacher.*

10. SICK LEAVE

10.1. *During the first year of employment with the School Division each teacher shall be granted twenty (20) days of sick leave credits on the basis of two (2) days per month. After completion of one (1) year of employment with the School Division a teacher shall be granted ninety (90) calendar days of sick leave credits provided continuity of employment remains unbroken.*

10.1.1. *During the first year of employment should sick leave exceed the accumulated number of days of sick leave entitlement, resulting in salary deduction, subsequent accumulated sick leave entitlement in the same school year shall be applied and any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*

10.1.2. *A teacher who, on the effective date of this agreement was credited with more than ninety (90) days of sick leave credits, shall retain such credits subject to reductions arising out of claims made in accordance with the terms of this agreement until the sick leave credits of the teacher are reduced to ninety (90) calendar days.*

10.1.3. *After one (1) year of continuous service a teacher who returns to duty after absence due to illness shall be credited with ninety (90) calendar days of sick leave credits.*

10.1.3.1. *Notwithstanding clause 10.1.3, a teacher upon returning to duty from a period of sick leave in excess of three (3) consecutive teaching days but less than ninety-one (91) consecutive calendar days will, if that teacher does not take any sick leave during the first ten (10) consecutive teaching days following return to duty, thereafter, have their sick leave entitlement reinstated to ninety (90) calendar days. If sick leave is taken during the first ten (10) consecutive teaching days following return to duty, sick leave shall only be available to the extent of the unused portion of the initially available ninety (90) calendar days.*

10.1.4. *Notwithstanding the foregoing, teachers in their first year of employment will be entitled to ninety (90) calendar days of sick leave only in the event that the teacher is continuously absent in excess of ninety (90) calendar days and is approved for extended disability benefits (EDB).*

10.2. *If a teacher is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period or periods exceeding the teacher's sick leave credits, the teacher shall be paid the teacher's salary to the extent of the sick leave which stands to the teacher's credit and the teacher's sick*

leave shall then be reduced accordingly.

- 10.3. *If a teacher is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability, or sickness for a period of more than three (3) consecutive teaching days, the teacher may be required to present a medical certificate to the Superintendent of Schools, or designate, upon the teacher's return to duty.*
 - 10.3.1. *Notwithstanding clause 10.3, a teacher may be required to provide a medical certificate to the Superintendent of Schools, or designate, on the fourth consecutive day of absence from duty.*
- 10.4. *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability, or sickness for a period of three (3) consecutive teaching days or less may be required by the Superintendent of Schools or designate to present a signed medical statement giving the reason for such absence upon returning to duty.*
- 10.5. *The School Division, at its expense, may require a medical examination by a medical practitioner of its choice.*
- 10.6. *Clause 10.1 notwithstanding, no teacher shall lose credit for days already accumulated beyond the limits set. Where excess sick leave has been used, the limits in clause 10.1 shall apply.*
- 10.7. *A teacher who meets the qualifying period for EDB under ASEBP shall apply for such benefits and shall not be eligible to receive sick leave benefits under this article.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

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

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

11.2. Parental Leave

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

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

- 11.3.1. *At the commencement of maternity leave, the teacher shall be eligible for one (1) of the following options:*
- 11.3.2. *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3. *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*
 - a) *The teacher may access sick leave entitlement with pay as specified in*

article 10 for the period of illness or disability.

b) *The School Division shall implement a SEB plan which shall provide teachers on maternity leave with one hundred per cent (100%) of their salary during fifteen (15) weeks of leave.*

11.3.4. *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*

11.3.5. *The School Division shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The HSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA during this time.*

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

11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*

11.4.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred per cent (100%) of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*

11.4.3. *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*

11.4.4. *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*

11.4.5. *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums and shall reimburse the School Division upon receipt of an invoice.*

11.4.6. *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE

12.1. *A personal leave of absence will be granted by the Superintendent at a mutually agreeable time for up to two (2) days per school year. The first of these days shall be at*

full salary and the remaining day shall be at full salary less the cost of a substitute.

- 12.2. *Personal leave days not used in a year may be carried forward to the next year. Unused personal days may accumulate to a maximum of three (3) days with full pay, and two (2) days with cost of sub. Personal leave days shall be at a time mutually agreeable to the Superintendent and the teacher.*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

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

Effective September 1, 2022

- 13.1. *The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this article by providing advance notice when possible and committing to making best efforts in resolving challenges.*
- 13.2. *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

- 13.3. *Upon written request to the Superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per clause 13.1. Such leaves will not be unreasonably denied.*
- 13.4. *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.*
- 13.5. *During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on the teacher's behalf while on secondment under this clause.*

14. OTHER LEAVES

14.1. Additional Parental Leave

14.1.1.

- a) *Leave of absence without pay or benefits will be granted to either parent for periods of one (1), two (2) or three (3) full school years for the purpose of either parent wishing to maintain tenure with the School Division during a time in which the parent may be required or desire to meet child rearing responsibilities. Such leave will be granted on the basis of annual renewals prior to May 15 and not to exceed two (2) renewals. In any case, teachers shall provide the School Division with at least six (6) weeks' notice to commence leave.*
- b) *Notwithstanding clause 14.1.1(a), approved leaves of this nature shall be to a maximum of three (3) years over the course of employment with the School Division.*

- 14.1.2. *Leaves granted under this article are subject to the teacher being guaranteed a position on return to duty after the leave has expired. All reasonable effort will be made to return the teacher to the same school where they had been assigned prior to taking leave.*

14.2. Leave for Bereavement

- 14.2.1. *Leave of absence necessitated by death of a spouse, parent or child shall be granted by the School Division, with pay and benefits, for a time up to and including five (5) days.*

- 14.2.2. *Leave of absence necessitated by death of a brother, sister, parents of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, grandparent of spouse or a member of the teacher's household shall be granted by the School Division, with pay and benefits, for a time up to and including three (3) days.*
- 14.2.3. *Leave of absence necessitated by death of an uncle, aunt, niece, or nephew shall be granted by the School Division, with pay and benefits, less the cost of a sub, for a time up to and including one (1) day.*
- 14.2.4. *Additional leave, when required, may be granted upon application to the School Division.*

14.3. Critical Illness Leave

- 14.3.1. *Leave of absence necessitated by critical illness of a spouse, parent or child shall be granted by the School Division, with pay and benefits, for a time up to and including five (5) days.*
- 14.3.2. *Leave of absence necessitated by critical illness of a brother, sister, parents of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, grandparent of spouse or a member of the teacher's household shall be granted by the School Division, with pay and benefits, for a time up to and including three (3) days.*
- 14.3.3. *Additional leave, when required, may be granted upon application to the School Division.*
- 14.3.4. *For purposes of clause 14.3, critical illness shall be determined by a certificate from a medical doctor if required by the School Division.*

14.4. Jury Duty Leave

- 14.4.1. *Leave of absence for jury duty or any summons related thereto without loss of salary shall be granted to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses provided that the teacher remits to the School Division any witness fee or jury stipend (excluding allowances and / or expenses) set by the court or other body and further, provided that the teacher is not found guilty of any offense.*

14.5. Leave for Child's Arrival

- 14.5.1. *Two (2) days of leave shall be granted with full pay for the birth of their child.*

14.6. Family Medical Leave

- 14.6.1. *Three (3) days per school year leave shall be granted with full pay and benefits for necessary family medical attention, provided that the teacher's number of sick leave credits, as granted by clause 10.1 is reduced by a corresponding*

amount. Upon request of the School Division, a medical certificate shall be provided in order to establish eligibility for benefits under this article.

14.7. Family Needs Medical Leave

14.7.1. One (1) day with pay for the “immediate family”. “Immediate family” shall include spouse, child, parent, grandparent, or member of a teacher’s household.

14.8. General Discretionary Leaves of Absence

14.8.1. Additional leaves of absence may be granted by the School Division, with or without pay, at the discretion of the School Division.

15. GRIEVANCE PROCEDURE

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

15.1. This procedure applies to differences:

15.1.1. about the interpretation, application, operation, or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;

15.1.2. where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,

15.2. Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher’s discretion, will first make reasonable effort to resolve the difference at the local level.

15.3. If the difference (hereinafter called a ‘grievance’) is not resolved as described in clause 15.2, it shall be submitted in writing to the Superintendent or designate and the Associate Coordinator—Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.

15.4. The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the School Division, and shall contain the following:

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

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

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

15.4.4. the remedy or correction being sought.

15.5. A copy of the grievance notice, and any applicable formal response to the grievance,

shall be provided to the Superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.

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

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

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

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

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

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

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

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

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

15.17. Optional Mediation Process

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

operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.

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

15.18. Administration

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

16. EMPLOYMENT

16.1. Transfers

16.1.1. Voluntary Transfers

16.1.1.1. The School Division will establish a procedure by which teachers may request transfer to another school. The procedure must be posted in each school in an appropriate location.

16.1.2.1. Teachers who desire a transfer to another school must file a written

statement with the Superintendent prior to March 31, annually. Such statement must include the subjects and/or grade levels desired and the school(s) to which the teacher seeks transfer.

16.1.2. Involuntary Transfers

16.1.2.1. Where the Superintendent initiates a teacher's transfer to another school, the School Division shall pay the reasonable moving expenses necessarily incurred as a result of such transfer provided that such transfer requires a change of residence.

16.2. Temporary / Probationary Teachers' Notice

16.2.1. A teacher who does not have a continuing contract shall be notified by the School Division thirty (30) days prior to the end of the current school year as to whether or not the teacher will be offered another contract.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties have executed this Agreement this ____ day _____, 2024.

**ON THE BEHALF OF THE ASPEN VIEW
SCHOOL DIVISION**

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

Superintendent of Schools

NSC Chair

Associate Coordinator—Collective Bargaining
Teacher Employment Services

LETTERS OF UNDERSTANDING—CENTRAL

LETTER OF UNDERSTANDING # 1

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

1. **Scope**

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

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

2. **Structure**

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

3. **Process**

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING # 2
RE: INTERIM GRIEVANCE PROCEDURE

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

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

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

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

TRANSITION OF EXISTING GRIEVANCES

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

continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.

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

INTERIM GRIEVANCE PROCEDURE

- 15.1. *This procedure applies to differences:*

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

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

Bargaining, within fifteen (15) operational days.

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

board shall make any order they consider appropriate.

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

15.15.1. the School Division and the Association; and,

15.15.2. teachers covered by the collective agreement who are affected by the award.

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

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

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

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

15.17. Optional Mediation Process

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

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

15.18. Administration

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

LETTER OF UNDERSTANDING # 3

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING # 4

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

This letter of understanding is subject to amendment by mutual agreement of the parties.

LETTER OF UNDERSTANDING # 5

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING # 6

EXPEDITED ARBITRATION (12 MONTH-PILOT)

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

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

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

LETTER OF UNDERSTANDING # 7

DUTY TO ACCOMMODATE

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

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

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

LETTER OF UNDERSTANDING # 8

DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

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

LETTER OF UNDERSTANDING # 9

EXPERIENCE FORM

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

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

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A: Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

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

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

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

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

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

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

Prior Experience

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

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

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

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

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

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

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

LETTERS OF UNDERSTANDING—LOCAL

LETTER OF UNDERSTANDING #10

INCLEMENT WEATHER

The School Division will work with the Teacher Welfare Committee to deliver a Joint Communique annually, no later than the end of September, regarding Inclement Weather.

LETTER OF UNDERSTANDING #11

CONDITIONS OF PRACTICE FOR NON-TRADITIONAL CLASSROOMS

The School Division recognizes the uniqueness of each of its sites and that the Memorandum of Agreement from the Central Table applies to all teachers including those in non-traditional classrooms; therefore, the School Division will ensure that the conditions of practice as outlined in the Memorandum of Agreement will be consistent at each of the school sites.

LETTER OF UNDERSTANDING #12

DEFERRED SALARY LEAVE

The School Division in consultation with Aspen View Teacher Local No.7 will create and Maintain an Administrative Procedure regarding Deferred Salary to be effective commencing School Year 2020–2021.

LETTER OF UNDERSTANDING #13
PROFESSIONAL DEVELOPMENT ALLOCATION

A Committee will be struck to investigate access to Professional Development and a report be presented to the Superintendent and Local President by March 1, 2020. The Committee will be comprised of four teacher representatives, two of which will have administrative designations and two (2) Division Office staff.

LETTER OF UNDERSTANDING #14
TEACHING STAFF RECRUITMENT

The School Division will review the AP 410 regarding Teaching Staff Recruitment and where there is no language in the AP regarding above, the School Division will create language in the AP.

LETTER OF UNDERSTANDING #15

JOB SHARING

The School Division will develop language in Administrative Procedures to deal with Job Sharing. Job Sharing should not be at any additional cost to the School Division.

PILOT PROJECTS—LOCAL

PILOT PROJECT #1

DISTRIBUTED LEARNING WORK AT THE CENTER FOR ALTERNATIVE AND VIRTUAL EDUCATION AND VILNA OFF-CAMPUS ACHIEVEMENT ACADEMY

Proposal:

Create a joint committee to study and report on the changing conditions with distributed learning.

Both parties will select up to three (3) members.

The areas for discussion may include provisions related to the following:

- a) the number of students, credits, courses, or subject areas a teacher may be assigned;
- b) diverse needs of students who access these learning opportunities;
- c) the amount of course design and development expected of a teacher;
- d) class composition and complexity in the distributed education environment;
- e) the amount of non-instructional time that may be assigned to distributed education teachers;
- f) appropriate processes and considerations when students do not complete the attempted course;
- g) processes and timing for enrolling students in courses or programs; and
- h) course completion.

This pilot project is not subject to grievance procedure.

This pilot project shall expire on June 30, 2024.

Each party shall be responsible for the payment to their members on committee for this pilot project.

PILOT PROJECT #2
CONDITIONS OF PRACTICE
HUTTERITE COLONIES

Proposal:

1. Up to two (2) meetings will be held with the Superintendent and four (4) teachers, representing each of the colonies, to discuss the nature of their teaching issues related to unique teaching / working environments at Hutterite colonies.
2. The information gathered will be compiled into a report by the Superintendent. The information gathered may be used to guide School Division policy or Administrative Procedures.
3. The final joint report, once completed, will be shared with the staff of the Hutterite Colonies, the Local President of the Aspen View Local 7, the Teacher Welfare Committee Chair, and the Board of Trustees.
4. This pilot project is not subject to the grievance procedure.
5. This pilot project shall expire on June 30, 2024.

Each party shall be responsible for the payment to their members on committee for this pilot project.

PILOT PROJECT #3

CONDITIONS OF PRACTICE OFF-CAMPUS SITES (KIH EW HOUSE AND THUNDERBIRD LANDING)

1. Up to two (2) meetings will be held with the Superintendent and, three (3) teachers, including the principal representing Kihew House and Thunderbird Landing to discuss the nature of their teaching issues related to unique teaching / working environments.
2. The information gathered will be compiled into a report by the Superintendent. The information gathered may be used for School Division policy or administrative procedures.
3. The final joint report, once completed, will be shared with the staff of the off-campus sites, the principal of sites, the Local President of the Aspen View Local 7, the Teacher Welfare Committee Chair, and the Board of Trustees.
4. This pilot project is not subject to the grievance procedure.
5. This pilot project shall expire on June 30, 2024.

Each party shall be responsible for the payment to their members on committee for this pilot project.