

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 GRANDE PRAIRIE 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 _____ 20__ between The Grande Prairie 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 Alberta Teachers’ Association (Association) recognize the value of harmonious and mutually beneficial relationships in the conduct of teacher collective bargaining.*

WHEREAS such teachers’ terms and conditions of employment and their salaries have been subject of negotiation between the parties.

AND WHEREAS the parties desire that these matters be set forth in an agreement to govern these terms of employment of the teachers.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

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. Deputy Superintendent

1.2.3. Assistant Superintendent(s) and

1.2.4. Directors as may be appointed by the School Division from time to time.

1.2.4.1. A Director is a person who is allocated School Division wide duties by the Superintendent or Designate, and becomes privy to confidential information of the School Division.

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 Trustee Liaison Committee**
 - 1.10.1.1. The parties to the Agreement recognize that the Policy Statement referring to the Teacher Trustee Liaison Committee continues in effect upon the signing of this agreement and remains in effect during the term of this Agreement. The Committee shall meet at least once per year at least once before November 30th of the given school year.
- 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 (1st) 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 (1st) 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 31st and March 31st, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five (5) months. Nothing in this article prevents the School Division from providing the information on a more frequent basis.*
- 2.8.2. *The School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December:*
- 2.8.2.1. *Teacher distribution by salary grid category and step as of September 30th;*
- 2.8.2.2. *Health Spending Account (HSA) / Wellness Spending Account (WSA) / Registered Retirement Savings Plan (RRSP) utilization rates;*

- 2.8.2.3. *Most recent School Division financial statements;*
- 2.8.2.4. *Total benefit premium cost;*
- 2.8.2.5. *Total substitute teacher cost; and,*
- 2.8.2.6. *Total allowances cost.*

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

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

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

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

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

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

2.8.2.6. Total other allowance cost; and,

2.8.2.7. Notwithstanding the timeline set out in clause 2.8.2, the full-time assignable hours for a typical full time teacher for each school shall be provided no later than October 31st.

3. SALARY

3.1. Salary Pay Date / Schedule

3.1.1. Teachers shall be paid on or before the 25th of each month by depositing their net salary in their bank account. July and August salaries will be paid on the regular June pay day upon request for those teachers who exercised that option in the previous school year.

3.2. Grid

3.2.1. All sums mentioned herein are “per annum” unless specifically stated otherwise.

3.2.2. Salary Grids

3.2.2.1. Effective until June 9, 2022

Years of Teacher Experience	Years of Teacher Training			
	Four	Five	Six	Seven
0	\$ 60,706	\$ 63,755	\$ 67,270	\$ 70,796
1	\$ 64,482	\$ 67,594	\$ 71,118	\$ 74,651
2	\$ 68,257	\$ 71,430	\$ 74,966	\$ 78,505
3	\$ 72,033	\$ 75,267	\$ 78,814	\$ 82,358
4	\$ 75,807	\$ 79,101	\$ 82,660	\$ 86,214
5	\$ 79,585	\$ 82,938	\$ 86,507	\$ 90,066
6	\$ 83,358	\$ 86,774	\$ 90,354	\$ 93,922
7	\$ 87,135	\$ 90,611	\$ 94,201	\$ 97,777
8	\$ 90,911	\$ 94,447	\$ 98,049	\$ 101,629
9	\$ 94,686	\$ 98,282	\$ 101,896	\$ 105,485

3.2.2.2. Effective June 10, 2022, 0.50% Increase

Years of Teacher Experience	Years of Teacher Training			
	Four	Five	Six	Seven
0	\$ 61,010	\$ 64,074	\$ 67,606	\$ 71,150
1	\$ 64,804	\$ 67,932	\$ 71,474	\$ 75,024
2	\$ 68,598	\$ 71,787	\$ 75,341	\$ 78,898
3	\$ 72,393	\$ 75,643	\$ 79,208	\$ 82,770
4	\$ 76,186	\$ 79,497	\$ 83,073	\$ 86,645

Years of Teacher Experience	Years of Teacher Training			
	Four	Five	Six	Seven
5	\$ 79,983	\$ 83,353	\$ 86,940	\$ 90,516
6	\$ 83,775	\$ 87,208	\$ 90,806	\$ 94,392
7	\$ 87,571	\$ 91,064	\$ 94,672	\$ 98,266
8	\$ 91,366	\$ 94,919	\$ 98,539	\$ 102,137
9	\$ 95,159	\$ 98,773	\$ 102,405	\$ 106,012

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

3.2.2.3. *Effective September 1, 2022, 1.25% Increase*

Years of Teacher Experience	Years of Teacher Training			
	Four	Five	Six	Seven
0	\$ 61,772	\$ 64,875	\$ 68,451	\$ 72,039
1	\$ 65,614	\$ 68,781	\$ 72,367	\$ 75,962
2	\$ 69,456	\$ 72,684	\$ 76,283	\$ 79,884
3	\$ 73,298	\$ 76,589	\$ 80,198	\$ 83,804
4	\$ 77,138	\$ 80,490	\$ 84,112	\$ 87,728
5	\$ 80,983	\$ 84,395	\$ 88,026	\$ 91,648
6	\$ 84,822	\$ 88,298	\$ 91,941	\$ 95,572
7	\$ 88,665	\$ 92,202	\$ 95,855	\$ 99,494
8	\$ 92,508	\$ 96,106	\$ 99,771	\$ 103,414
9	\$ 96,349	\$ 100,008	\$ 103,686	\$ 107,338

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

3.2.2.4. *Effective September 1, 2023, 2.00% Increase*

Years of Teacher Experience	Years of Teacher Training			
	Four	Five	Six	Seven
0	\$ 63,008	\$ 66,172	\$ 69,820	\$ 73,480
1	\$ 66,927	\$ 70,157	\$ 73,814	\$ 77,481
2	\$ 70,845	\$ 74,138	\$ 77,808	\$ 81,481
3	\$ 74,764	\$ 78,121	\$ 81,802	\$ 85,481
4	\$ 78,681	\$ 82,100	\$ 85,794	\$ 89,483
5	\$ 82,602	\$ 86,082	\$ 89,787	\$ 93,481
6	\$ 86,518	\$ 90,064	\$ 93,780	\$ 97,483
7	\$ 90,439	\$ 94,046	\$ 97,773	\$ 101,484
8	\$ 94,358	\$ 98,028	\$ 101,766	\$ 105,482
9	\$ 98,276	\$ 102,008	\$ 105,759	\$ 109,484

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

3.3 Education

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

3.4 Experience

Teachers shall:

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

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

Prior Experience

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

- b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
- c) *The written confirmation is signed by an authorized officer of the previous school division.*

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

Effective until June 9, 2022

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

Effective June 10, 2022, repeal 3.4.10

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

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

High School CTS Teachers (Grade 10-12)

3.5.1. *The purpose of this article is to recognize the specialized skill and training of Grades 10 to 12, CTS teachers who have Journeyman Trade Certification or a recognized degree in Health Services and a valid Alberta Teaching Certificate / Letter of Authority. These teachers must be teaching in a trade area as outlined in the Alberta Apprenticeship Board's list of trades or Health Sciences CTS courses.*

3.5.2. *In the case of CTS teachers, described in clause 3.5.1, the School Division shall have the right to determine the initial grid placement as they deem reasonable and necessary. The School Division will notify the Association of any teacher who is being paid under this article. Initial grid placement shall be no less than:*

3.5.2.1. *One (1) year of experience for each year of vocational experience as a journeyman, or professional health practitioner up to a maximum of five (5) years.*

3.5.2.2. *After the fifth (5th) year, one (1) year of experience for every two (2) years of vocational experience as a journeyman or professional health practitioner.*

3.5.3. *Vocational experience for clause 3.5.2 shall be that experience gained following the date a candidate attains journeyman status or equivalent and*

further, such experience must be in the vocational area that the candidate is registered in while pursuing the university vocational education program.

3.6. Other Rates of Pay

3.6.1. Work Outside the School Year

3.6.1.1. Teachers who work at the written request of the Superintendent or designate during the summer or other holidays will be given their choice of one of the options:

- a) To be paid 1/200th per day as per their placement on the grid, or
- b) To accrue lieu time, in full-day or half-day increments only, for time worked.
- c) A combination of salary and lieu time, subject to preapproval by the Superintendent or designate.
- d) Lieu time accrued for work must be utilized prior to the end of the following school year.

3.6.1.2. Summer school teachers shall be paid 1/200th per day as per their placement on the grid.

3.7. Other Allowances

3.7.1. Teacher Convention Honorarium

3.7.1.1. A teacher who is engaged by the Convention Association, as a speaker, shall be entitled to retain any honorarium and / or stipend provided by the Convention Association.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

In addition to the basic salary rate as set forth in clause 3.2.2 above, there shall be paid an administration allowance in accordance with the following schedule:

4.1. Administration Allowances

4.1.1. Principal Allowance

4.1.1.1. *The parties agree to an administrator allowance formula (clause 4.1.1.1.1), with a base amount per school, an additional dollar amount per student, and an additional dollar amount per FTE staff, based on September 30th student and FTE staff counts.*

4.1.1.1.1.

	Effective until June 9, 2022	Effective June 10, 2022 0.50% Increase	Effective September 1, 2022 1.25% Increase	Effective September 1, 2023 2.00% Increase
Base Allowance	\$ 17,850.00	\$ 17,939.25	\$ 18,163.49	\$ 18,526.76
Additional per student	\$ 10.00	\$ 10.05	\$ 10.18	\$ 10.38
Additional per Staff FTE	\$ 100.00	\$ 100.50	\$ 101.76	\$ 103.79

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

4.1.2. Vice Principal Allowance

A Vice Principal shall be paid fifty per cent (50%) of the Principal's Allowance.

4.1.2.1. *The minimum allowance for Vice Principal will be adjusted in accordance with current proportionality to the Principal allowance.*

4.1.3. Coordinator Allowance

4.1.3.1. *As appointed by the Superintendent, a Coordinator shall receive;*

4.1.3.1.1. *Effective until June 9, 2022, Four thousand, four hundred and twelve dollars (\$4,412) per appointment.*

4.1.3.1.2. *Effective June 10, 2022 (0.50% Increase), Four thousand, four hundred and thirty-four dollars (\$4,434) per appointment.*

4.1.3.1.3. *Effective September 1, 2022 (1.25% Increase), Four thousand, four hundred and eighty-nine dollars (\$4,490) per appointment.*

4.1.3.1.4. *Effective September 1, 2023 (2.00% Increase), Four thousand, five hundred and seventy-nine dollars (\$4,580) per appointment.*

4.1.4 Administration Allowances – Structure

4.1.4.1. *Where a school's September 30th enrolment and staff count increases, a Principal or Vice Principal's allowance will be adjusted accordingly.*

4.2. Red Circling

4.2.1. Where a school's September 30th enrolment and staff count experiences a decrease less than or equal to ten per cent (10%) of the previous year's September 30th enrollment, a Principal and Vice Principal's allowance will not be adjusted.

4.2.2. **School Division Initiated Transfer of Administrators**

Notwithstanding any other provision of this collective agreement where a Principal or Vice Principal:

- a) is required by the School Division to transfer to another school or to another Principal's position;
- b) has a designation of Principal or Vice Principal maintained by the School Division;
- c) such transfer results in a lower allowance calculation under this collective agreement; and
- d) The School Division agrees to maintain the annual allowance being received at the time of the transfer until such time as the provisions of this collective agreement entitle the Principal or Vice Principal to an annual allowance which is more than that being received at the time of the School Division initiated transfer.

4.2.3. **School Division Initiated Transfer of Students**

Notwithstanding any other provision of this collective agreement where student transfers by the School Division result in a school's enrollment being lowered, the School Division agrees to maintain the annual allowance being received for a period of not more than three years.

4.3. Acting Administrators—Compensation

4.3.1. In addition to their regular salary, substitute administrators will be paid, per day worked as a substitute administrator, 1/200th of the allowance of the administrator being replaced.

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 years on September 1, 2017 may continue under the term*

contract until the total number of years designated as a Principal is five (5) years.

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

4.5. Other Administrator Conditions

4.5.1. Administrator Lieu Days

- 4.5.1.1. The School Division will provide to school-based Principals two (2) paid leave day(s) per school year, to be taken at a time mutually agreeable to the Principal and the Superintendent or designate, with the cost of a substitute replacement, if necessary, covered by the school budget.
- 4.5.1.2. The School Division will provide to Vice Principals two (2) paid leave day per school year, to be taken at a time mutually agreeable to the Vice Principal and the Principal of the school, with the cost of a substitute replacement, if necessary, covered by the school budget.

4.5.2. Administrators' Job Postings

- 4.5.2.1. Administrative positions will be advertised for no less than seven (7) calendar days.

4.5.3. Administrator Vacation / Work Schedule

Those in receipt of an administrative allowance shall accept the professional responsibility of having their sites operational on the opening day of each school year. Where schools are open prior to the school year, administrators can develop with their leadership team, a flexible schedule for their own presence at school.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

- 5.1.1. *The substitute teacher rates of pay are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- 5.1.2. *A substitute teacher shall be paid as follows:*
 - 5.1.2.1. *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be two hundred, eighteen dollars and eighty-seven cents (\$218.87) plus six per cent (6%) vacation pay of thirteen dollars and thirteen cents (\$13.13) for a total of two hundred and thirty-two dollars (\$232.00).*
 - 5.1.2.2. *Effective June 10, 2022 (0.50% Increase), the substitute teachers' daily rates of pay will be two hundred, nineteen dollars and ninety-six cents (\$219.96) plus six per cent (6%) vacation pay of thirteen dollars and twenty cents (\$13.20) for a total of two hundred thirty-three dollars and sixteen cents (\$233.16).*
 - 5.1.2.3. *Effective September 1, 2022 (1.25% Increase), the substitute teachers' daily rates of pay will be two hundred, thirty-six dollars and seven cents (\$236.07) plus two per cent (2%) in lieu of benefits, four dollars and seventy-two cents (\$4.72)*
 - 5.1.2.4. *Effective September 1, 2023 (2.00% Increase), the substitute teachers' daily rates of pay will be two hundred forty dollars and eighty cents (\$240.80) plus two per cent (2%) in lieu of benefits, four dollars and eighty-two cents (\$4.82).*

5.2. Commencement of Grid Rate

- 5.2.1. *Number of days to go on grid: Notwithstanding clause 5.1, a substitute teacher who substitutes for the same teacher or in the same assignment for a period of more than five (5) consecutive days shall be paid according to the teacher's grid placement as per clause 3.2.2 commencing with the sixth (6th) day of the assignment.*
 - 5.2.1.1. *For the purpose of this article, substitute teachers with less than four (4) years training will be compensated as though they had four (4) years training.*
- 5.2.2. *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention,*

professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.

5.3. Other Substitute Teacher Conditions

5.3.1. Cancellation of Assignment

5.3.1.1. When a substitute teacher has accepted employment, such employment shall not be cancelled without twenty-four (24) hour notice. Where the anticipated employment is greater than one day the second and subsequent days may be cancelled with twenty-four (24) hour notice. Where possible, substitute teachers cancelling a job are also required to give twenty-four (24) hour notice.

5.3.2 Substitute teacher injury on the Job

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

5.3.2. Payments made by the Division in a work-related injury shall be made on a without prejudice basis without any liability to the Division.

5.3.3 In the event that the Employer incurs a cost of absence in paying the per diem rate as a result of an act or omission of a third party, the Employer is subrogated to any right of recovery of the teacher from the third party in the amount of the per diem rate cost of absence.

5.3.4 If a substitute teacher is unable to work as a result of an injury incurred in the course of performing their assigned duties and accepts the per diem rate from the employer they shall not accept employment on those days or they shall forfeit per diem payment for injury from the employer.

5.4 Substitute teachers who work 40 days between the beginning of the school year and December 31st will be eligible to attend the local ATA Teachers' Convention with pay, at the daily rate.

6. PART TIME TEACHERS

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

6.2. Part-time Teachers Salaries

- 6.2.1. *A part-time teacher shall be paid a salary equal to the percentage of their teaching time compared to that of a full-time teacher.*

6.3. Other Part-time Teacher Conditions

6.3.1. Movement Between Part-Time and Full-Time Assignment

- 6.3.1.1. Any teacher employed on a full-time (1.00 FTE) continuous contract who agrees to employment on a part-time contract shall be given a part-time continuing contract for an agreed upon period and, notwithstanding Section 211(2) of the Education Act, that contract shall be for a specified portion of a full-time equivalent which shall not be varied except by consent.
- 6.3.1.2. At the end of the initial or any subsequent time period the teacher shall return to a full-time contract unless, prior to May 1st, the teacher and the School Division agree to renew the part-time contract arrangement, for a new time period. Nothing in this article precludes any change in the contract by mutual consent.
- 6.3.1.3. The teacher shall be returned to a mutually agreed on position or returned to the position held prior to the part-time teaching 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 position beyond one year, when returning to a full-time position shall be placed in a position commensurate with the teacher's experience and training.

6.3.2. Job Sharing

- 6.3.2.1. In the event two teachers currently employed by the School Division, with at least one being a full time teacher, wish to share one full time teaching position, the following shall apply:
- a) The full time equivalent of the teachers sharing a full time position shall not exceed one full time equivalent assignment based on assigned minutes consistent with other full time assignments in the school in which they teach.
 - b) *Clause s 3.4.10 or 3.4.2 (depending on the effective date of the provision), 6.2.1, and 6.3.1 do not apply to any teachers who are job sharing.*
 - c) A proposal signed by both teachers shall be provided to the Principal, no later than May 1 of the school year immediately preceding the year in which the job sharing is to take place.

- d) For each job sharing teacher, the School Division shall pay full Alberta School Employee Benefit Plan or alternative premiums under article 7 and full HSA / WSA entitlements under *clause* 7.3, but all other benefits will be prorated, based on the percentage of assigned time for each of the teachers which, in any event, cumulatively cannot exceed one hundred per cent (100%).
 - e) The teacher, when returning to their initial status, shall be returned to a mutually agreed on position or returned to the position held prior to the job sharing assignment. Should the previous position no longer exist, or failing mutual agreement as to placement, the teacher shall be placed in a position that is commensurate with the teacher's experience and training.
- 6.3.2.2. Teachers participating in job sharing shall be paid a portion of their grid salary proportionate to the percentage of the full time position assigned to each teacher.
- 6.3.2.3. Approval of a job sharing assignment is subject to the needs of the school and the approval of the Superintendent.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier and Premiums

7.1.1. Alberta School Employee Benefit Plan (ASEBP) Extended Health Care Plan I

The School Division shall contribute to the monthly premium payable per teacher to a maximum:

- Single—one hundred per cent (100%)*
- Family—one hundred per cent (100%)*

7.1.2. ASEBP—Vision Care Plan 3

The School Division shall contribute to the monthly premium payable per teacher to a maximum:

- Single—one hundred per cent (100%)*
- Family—one hundred per cent (100%)*

7.1.3. ASEBP—Dental Care Plan 3

The School Division shall contribute to the monthly premium payable per teacher to a maximum:

- Single—one hundred per cent (100%)*
- Family—one hundred per cent (100%)*

7.1.4 ASEBP—Extended Disability Benefits Plan D

The School Division shall contribute to the monthly premium payable per teacher to a maximum:

- Single—one hundred per cent (100%)*

Family—one hundred per cent (100%)

7.1.5 **ASEBP—Life Insurance Plan 2**

The School Division shall contribute to the monthly premium payable per teacher to a maximum:

Single—one hundred per cent (100%)

Family—one hundred per cent (100%)

7.1.6 **ASEBP—Accidental Death and Dismemberment Plan 2**

The School Division shall contribute to the monthly premium payable per teacher to a maximum:

Single—one hundred per cent (100%)

Family—one hundred per cent (100%)

7.1.7. **Alternate Provider**

7.1.7.1. *The School Division may, subject to the letter of Understanding on Alternate Provider, provide benefit plans equivalent to the named ASEBP plans. Equivalent shall mean at least the same level of benefit coverage and appeal processes.*

7.2. Group Benefits Eligibility

7.2.1. *Membership in group insurance plans operated by the ASEBP shall be a condition of employment of all eligible employees. The School Division's payment to the ASEBP Plan 2 Life and Plan "D" ASEBP extended disability benefit covering teachers employed by the School Division shall be up to the maximum monthly premium payable.*

7.2.2. **ASEBP When on Voluntary Leave of Absence**

a) *A teacher who has been approved for a professional improvement leave under clause 9.3 (Professional Improvement) or clause 9.4 (Early Leave) shall continue to receive benefits under article 7 during the term of the leave.*

b) *In a circumstance where the benefit plan provider determines that the teacher is not eligible for benefits while on a professional improvement leave, the School Division shall pay to the teacher the cash equivalent of the applicable benefit plan premiums/contributions as per clause 7.1 for the duration of the leave.*

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

7.3.1. *The School Division shall contribute seven hundred and twenty-five dollars (\$725.00) per teacher per school year, for the use of the teacher, their spouse and dependents, to an ASEBP HSA / WSA. Contributions shall be provided on a quarterly entitlement basis with twenty-five per cent (25%) of the annual contribution being contributed each and every subsequent quarter (May 31st,*

August 31st, November 30th, and February 28th). Individual teachers who have a continuing, probationary, temporary or interim contract, including teachers under contract but on leave, such as sabbatical, medical or maternity leave, shall be eligible to receive a quarterly contribution provided they have a contract of employment during the contribution period. The plan shall be administered by ASEBP in accordance with the Canada Revenue Agency and the Income Tax Act of Canada for the benefit of qualifying teachers and their dependents.

7.3.2. *The unused balance will be carried forward to the extent permitted by the Canada Revenue Agency (CRA). Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.*

7.3.3 The School Division shall make available a payroll deduction for Registered Retirement Savings Plan (RRSP) contributions to a single plan chosen by the Association.

7.4. Other Benefits

7.4.1. Northern Travel / Medical Benefits

7.4.1.1. *The School Division will agree to provide the sum of five thousand and four hundred dollars (\$5,400) in box 32 of Northern Travel Benefit on the T4 and designate one thousand four hundred dollars (\$1,400) in box 33 for Northern Medical Benefit.*

7.4.1.2. *For those teachers who are eligible as per the Income Tax Act, five thousand and four hundred dollars (\$5,400) of the annual salary as set out in clause 3.2.2 in the agreement shall be considered to be a Travel and Northern Medical Benefit paid in a prescribed zone as defined by Income Tax Act and shall be indicated as such in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the School Division and shall be in accordance with the provision set by the CRA.*

7.4.2. Employment Insurance Premium Reduction

7.4.2.1 It is agreed between the parties that the provisions contained in the Collective Agreement shall permit the School Division to retain and not pass on to teachers any reduction of premium otherwise required under the Canada Employment and Immigration Commission effective January 1, 1978.

7.4.3. Benefits for Retired Teachers on Contract

The division shall register any eligible retired teacher who is on contract onto the benefit and health spending account plan. If the teacher has already subscribed to the Alberta School Employee Benefit Plan (or equivalent plan), the division shall reimburse the cost for these benefits up to the maximum ASEBP plan rates.

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 nine hundred and seven (907) hours per school year commencing the 2017–18 school year.*
- 8.1.1. *Effective September 1, 2022, teacher instructional time will be capped at nine hundred and sixteen (916) hours per school year commencing the 2022–23 school year.*
- 8.1.2. *Teacher assignable time will be capped at twelve hundred (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; and,*
 - h) *Other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*
- 8.2.2. *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*
- 8.2.3. *Time spent traveling to and from professional development opportunities identified in clause 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*

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

8.3. Duty Free Lunch

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

- 8.3.1. *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two 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. Noon Hour Supervision

- 8.4.1.1. A school staff may implement a noon hour supervision program on a non-profit or cost recovery basis.

8.5. Extracurricular Activities

- 8.5.1. The parties recognize the value of extra-curricular activities including the participation of teachers. However, teacher participation in extra-curricular activities is voluntary. Should a teacher decide to participate in such activities the teacher will not be paid for such service.

9. PROFESSIONAL DEVELOPMENT

9.1. Teacher Professional Growth Plan

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

- 9.1.2. The teacher professional growth process, including discussions between the teacher and Principal on the professional growth plans, will continue to take place.
- 9.1.3. School Divisions and / or schools are not restricted in developing their own staff development plan in which the School Division and / or school may require teachers to participate.

9.2. Professional Development Funds

- 9.2.1. The School Division supports the professional development of teachers in its employ and specifically requests that teachers continuously seek to improve their professional qualifications, practices, and abilities by taking courses for that purpose.
- 9.2.2. Annually the School Division shall contribute three and a quarter (3 ¼) times category 4 max (as indicated in clause 3.2.2) to a Professional Development Fund. All unexpended monies will be remitted back to the Division on August 31st of each year retroactive to August 31st, 2023.
- 9.2.3. Applications for tuition reimbursement or the reimbursement of registration cost for non-credit courses, as described below, from the Professional Development Fund may be submitted in any year by teachers currently employed by the School Division in their second or subsequent year of service by the School Division. Applications will be accepted for:
 - a) Tuition reimbursement for university credit courses.
 - b) Reimbursement for individually directed professional learning. Funds will be approved by the Professional Development Fund Committee for professional learning congruent with the teacher's Professional Growth Plan and applicable professional practice standard.
 - c) Reimbursement for the registration cost of non-university credit courses, pre-approved prior to registering in the course by the Superintendent or designate.
 - d) Professional Improvement Leaves as per clause 9.3.
- 9.2.4. Professional Improvement Leave (PIL) shall mean a leave of absence granted by the School Division for the purpose of study approved by the School Division for improving the teacher's professional qualifications, practices, and abilities.
- 9.2.5. The Professional Development Fund Committee
 - 9.2.5.1. The Professional Development Fund Committee shall be composed of two (2) teacher representatives, selected by the Association Local Teacher Welfare Committee (TWC), a Board member who shall sit as Chair of the committee, and a member of the School Division's senior education administration team. Should the Professional

Development Fund Committee vote be tied, final adjudication will be by local TWC Chair.

9.2.6. Procedures for Tuition Reimbursement for University Credit Courses

9.2.6.1. To be eligible for reimbursement for university credit courses, tuition and other compulsory fees, including textbooks, taken for the purpose of improving their professional qualifications, practices and abilities, teachers must be actively employed (including maternity or professional improvement leave) by the School Division during the completion of the course and at the time of submission. Teachers may submit for reimbursement of fees for university credit courses with a completion date occurring in the twelve (12) month period immediately preceding September 30th and January 31st of each year. As part of their submission, teachers must submit evidence of successful completion of each course.

9.2.7. Procedures for of Approval Non-University Credit Courses

9.2.7.1. Teachers seeking reimbursement of registration costs for non-university credit courses intended for the purpose of improving their professional qualifications, practices, and abilities shall make a written submission outlining their intent to the Professional Development Fund Committee, as referred to in clause 9.2.5, for approval prior to registering in the course. The Professional Development Fund Committee will review the submissions and assess the merit of each request on the basis of the potential benefit to the teacher and the School Division in terms of the teacher's professional qualities, practices, and abilities. The Professional Development Fund Committee shall notify the teacher regarding the disposition of their application within thirty (30) days of having received the application.

9.2.7.2. To be eligible for reimbursement of registration costs for non-university credit courses pre-approved by the Professional Development Fund Committee, teachers must be actively employed (including maternity or professional improvement leave) by the School Division during the completion of the course and at the time of submission. Teachers may submit for reimbursement registration costs for non-university credit courses with a completion date occurring in the twelve (12) month period immediately preceding September 30th. Submissions for reimbursements may be made on September 30th and January 31st of each year. As part of their submission, teachers must submit evidence of successful completion of each course.

9.2.8. Procedures for Approval of Professional Learning Opportunities

9.2.8.1. Teachers seeking reimbursement of costs of professional learning opportunities congruent with their Professional Growth Plans (PGPs) and applicable professional practice standard, shall apply

through an online application form. The Professional Development Fund Committee (PDFC) will review the submissions on a quarterly basis and assess the merit of each request on the basis of congruence with the PGP and applicable professional practice standard. The PDFC shall notify the teacher regarding the disposition of their application within 10 days of their review meeting.

9.2.9. Deadline for Requests for Reimbursement

9.2.9.1. The deadline for submission of claims for reimbursement of tuition fees for university credit courses and for registration fees of non-credit courses pre-approved by the Professional Development Fund Committee is September 30th and January 31st of each year. All submissions must be made to the Superintendent or designate, who shall submit all requests for reimbursement in their entirety to the Professional Development Fund Committee by October 15th and February 15th.

9.2.9.2. Reimbursement of Fees

Teachers shall receive payment by November 30th and March 31st for requests approved by the Professional Development Fund Committee, as per the guidelines in clause 9.2, to a maximum of ten thousand (\$10,000) per teacher per twelve (12) month period.

9.2.10. The deadlines for approval of applications for funding of professional learning opportunities are September 30th, November 30th, January 31st and March 31st of each year. All submissions must be made to the Superintendent or designate, who shall submit the applications to the Professional Development Fund Committee within 15 days of the quarterly deadlines.

9.2.10.1. Teachers approved for funding shall receive payment within 30 days of their submission of their expense claim.

9.2.10.2. Teachers will be eligible to apply for professional learning funding under the following conditions.

i. Preference will be given to first time applicants.

ii. Funding per individual teacher will not exceed \$3,500 in any 3-year period.

9.2.9.11. Substitute Teachers

9.2.9.11.1. Substitute teachers who have provided 120 days of service (FTE) in the prior calendar year will be eligible for course fee reimbursement for credit and non-credit courses.

9.3. Professional Improvement Leave (See Note)

The Professional Development Fund Committee will determine the number of Professional Improvement Leaves to be granted for the following year by November 30th of that year. The number available will be based on the amount of funds remaining in the Professional Development Fund account following the reimbursement of tuition and non-credit course registration fees.

9.3.1. Procedures for Professional Improvement Leave

To be eligible for Professional Improvement Leave (PIL), the teacher shall have served the School Division for a minimum of five (5) years prior to the year in which they submit their request for leave.

The Professional Development Fund committee shall review all applications for PIL and assess the merit of each application in relation to the following factors:

- a) The contribution made by the applicant to the School Division and to the profession,*
- b) The benefit of the applicant's chosen form of study in terms of their professional qualities, practices, and abilities, as well as the relevant value of the content of their chosen form of study to the School Division,*
- c) The applicant's length and continuity of service to the School Division, and*
- d) The length of service since a previous PIL was granted to the applicant.*

9.3.2. The written application for PIL shall include the following:

- a) A response to the factors considered by the committee as referenced in clause 9.3.1.*
- b) Requested start date and length of leave. Leave shall normally be for a period of one school year. Leave to participate in University courses may be granted for shorter periods on a prorated basis.*

9.3.2.1. All applications shall be submitted in writing to the Superintendent or designate by:

- a) January 23rd, for requests for leave for a full school year.*
- b) March 1st for short-term leaves.*

9.3.3. The Superintendent or designate shall submit all applications for PIL to the Professional Development Fund Committee within ten (10) school days of the deadline for application. A Professional Development Fund Committee meeting shall be convened at the earliest possible instance to review submissions.

If an interview is necessary for the purpose of seeking clarification of any request for PIL, interviews shall be conducted by the committee at their earliest convenience.

The committee shall make decisions regarding reimbursement. In the event of a tie vote within the committee, the Superintendent or designate shall make the final determination.

Responses to applicants shall be made within twenty (20) days of the deadline for application or interview, whichever is later.

- 9.3.4. *Applicants who are granted leave will be reimbursed according to the Collective Agreement in effect for the year in which they are on leave.*
- 9.3.5. *A teacher granted PIL shall receive seventy-five per cent (75%) of their grid placement at the time of leave. Salary is payable in accordance with clauses 3.2.2 and 9.3.*
- 9.3.6. *A teacher who is granted PIL shall return to duties following the conclusion of the leave for a period of at least two (2) years.*
- 9.3.7. *If a teacher does not return to duties following the leave, then the salary together with all benefits and premiums paid by the School Division on behalf of the teacher during the leave, with interest accruing from June 30th of the leave year at the prime rate of bank interest per cent per annum, shall be repaid by the teacher.*
- 9.3.8. *Except as provided in clause 9.3.9, when a teacher who returns to the School Division and has commenced fulfillment of the return commitment, fails to complete that commitment, then the salary, benefit premiums paid by the School Division to, or on behalf of, the teacher during the leave period in proportion to that portion of the commitment which is incomplete, shall be repaid by the teacher as provided in clause 9.3.7.*
- 9.3.9. *Notwithstanding the foregoing, in the case of illness of the teacher or other circumstances, the School Division may postpone or cancel the period of teaching service prescribed in clause 9.3.6 and may provide terms for the payment of any sums owed to the School Division by the teacher who has not commenced or completed the period of teaching service.*
- 9.3.10. *A period of PIL shall be considered as equal to a period of classroom service for the purpose of determining service and salary status.*
- 9.3.11. *For a full year PIL, for the purpose of scheduling, the teacher on leave shall advise the School Division of their preferred assignment by completing the School Division Staff Intent Form while they are on leave.*
- 9.3.12. *A teacher shall return to a mutually agreed upon position or to the position occupied at the commencement of the leave. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training.*

9.4. Early Leave

- 9.4.1. *Early leave shall be granted by the School Division upon application for study at University or other institutions providing courses acceptable to a committee composed of two (2) teacher representatives selected by the Association Local Teacher Welfare Committee (TWC) and two (2) School Division representatives.*
- 9.4.2. *A written application under this clause shall be made through the Superintendent to a committee composed of two (2) teacher representatives selected by the Association Local TWC and two (2) School Division representatives, which shall determine if the leave is granted.*
- 9.4.3. *Not more than four (4) leaves shall be granted in the same school year. All applications will be reviewed by the committee outlined in clause 9.2.5. Applications for leave shall be submitted by October 1st or March 1st. The committee shall submit to the School Division a list of recommended applicants, designating candidates by merit, after considering the seniority and qualifications of each applicant and the interest of the school system. All applicants shall be notified of the School Division decision within one (1) month.*
- 9.4.4. *A teacher shall have deducted 1/200th of regular annual salary per day of leave, and shall be paid 1/200th of seventy-five per cent (75%) of their grid placement at time of leave per day of early leave.*

10. SICK LEAVE / MEDICAL CERTIFICATES AND REPORTING

- 10.1. *Annual sick leave with pay shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment due to accident, sickness or disability for ninety (90) calendar days.*
- 10.2. *A teacher who has been absent due to medical disability shall upon return to duty, be entitled to an additional sick leave benefit in the current year of ninety (90) calendar days.*
- 10.3. *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness shall be required to present a signed statement giving the reason for such absence and, if the absence is for a period of more than five (5) consecutive days, may be required to present a medical certificate. For absences of a period in excess of thirty (30) calendar days the employee may, at the discretion of the School Division, be called upon to furnish a further medical certificate at the end of each month during the duration of the sick leave.*
 - 10.3.1. *Where the School Division requires a teacher to have the School Division medical certificate or functional abilities form completed by a physician, fees charged by the physician for providing this documentation will be paid for by the School Division.*
 - 10.3.2. *The School Division agrees that if it changes its medical certificate or its functional assessment form in its Administrative Procedures, it will advise the Association.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

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

11.2. Parental Leave

- 11.2.1. *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2. *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3. *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4. *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5. *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance*

with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.

- 11.2.6. *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

11.3. Salary Payment and Benefit Premium

- 11.3.1. *The School Division shall top up Supplementary Employment Benefits (SEB) to one hundred per cent (100%) of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per article 10.*
- 11.3.2. *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per article 10.*
- 11.3.3. *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA / WSA amounts specified in article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The School Division shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The HSA / WSA will remain active for the duration of parental leave but no further credits will be contributed to the HSA / WSA during this time.*

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

- 11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of 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. Short-term Personal Leave

- 12.1.1. *All short-term personal leave days shall be granted upon notification to the Superintendent or designate. Notice is provided by entering the absence in the leave management system and is processed by the Human Resources Department.*
- 12.1.2. *Leave with pay for up to two (2) days per school year, for personal reasons. These days shall be granted with no deduction to the teacher's salary. Unused days referred to in this article shall accumulate to a maximum of five (5) days.*
- 12.1.3. *Leave with pay for up to one (1) day per school year, for personal reasons. An amount equal to the salary paid to the substitute teacher hired as a replacement as defined in clause 5.1.1 shall be deducted from the teacher's salary.*
- 12.1.4. *Leave with pay for up to one (1) day per school year, for personal reasons. An amount equal to half the cost of a substitute teacher as defined in clause 5.1.1 shall be deducted from the teacher's salary.*
- 12.1.5. *Leave with pay for up to one (1) day per school year, for personal reasons. An amount equal to the cost of a substitute teacher as defined in clause 5.1.1 shall be deducted from the teacher's salary.*
- 12.1.6. *Personal leave days under clauses 12.1.2–12.1.5 may be taken in any order.*
- 12.1.7. *No more than two (2) Personal Days shall be taken from May 1st to June 30th. Exceptions to this practice may be granted by the Superintendent or Designate upon written application to the Director of Human Resources.*
- 12.1.8. *Requests for leaves under this article shall not be used to extend summer, Christmas or Easter / Spring breaks. Leaves that coincide with the aforementioned breaks, but are not for the purpose of extending the breaks, may be granted by the Superintendent upon written application to the Director of Human Resources.*

12.2. Long-term Personal Leave

- 12.2.1. *On written application, the School Division through the Superintendent may grant personal leave. Personal leave which does not exceed thirty (30) consecutive days shall be leave without payment of salary. Personal leave which exceeds thirty (30) consecutive days shall be leave without payment of salary and without contributions by the School Division to benefits and health spending account.*
- 12.2.2. *After a minimum of five (5) years' service with the School Division a teacher may take a one school year's leave of absence without pay and without School Division contributions to benefits. Notice shall be given by April 30th and the response shall be given by the School Division before May 15th of the year in which the leave commences. Following the expiration of the leave, the teacher shall be returned to a mutually agreed upon position or to the position occupied at the commencement of the leave. Should the position no longer exist, the teacher shall be placed in a position commensurate with the teacher's experience and training. No more than five (5) teachers shall receive such leave in one school year. A period of leave of absence which has been used to attend full-time University shall be considered as equal to a period of classroom service for the purpose of determining service and salary status. Proof of enrollment and program engagement must be submitted prior to September 30th following the year of leave.*
- 12.2.3. *Where there is an agreement between the teacher and the School Division to extend the leave of absence, that teacher shall, at the termination of the leave, be returned to a mutually agreed upon position or the teacher shall be placed in a position commensurate with the teacher's training and experience.*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

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

maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.

- 13.4. *During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on their behalf while on secondment under this article.*

Effective September 1, 2022

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

14. OTHER LEAVES

14.1. Compassionate Leave

- 14.1.1. *Leave necessitated by the critical illness or death of a spouse, child, grandchild, parent, grandparent, brother, sister, nephew or niece, of an*

employee or their spouse; or other relatives who are members of the employee's household; or other persons at the discretion of the Superintendent, and upon written notice to the Director of Human Resources, shall be granted leave with pay by the School Division as follows:

a) Up to and including five (5) days for critical illness.

b) Up to and including five (5) days for death.

14.1.2. Leave necessitated by the critical illness or death of an aunt, uncle; aunt or uncle of spouse; shall be granted leave with pay by the School Division as follows:

a) One (1) day for critical illness.

b) One (1) day for death.

14.1.3. At the Superintendent's discretion, a maximum of two (2) extra days for travel may be allowed, upon written application to the Director of Human Resources. The cost of the substitute shall be paid by the School Division.

14.2. Family Needs Leave

14.2.1. In any one (1) school year, six (6) days with pay and benefits will be provided for the care of an ill family member, make arrangements for medical care of a family member, travel for out of town medical or dental treatment, attend to other legal or business issues necessary for long-term or emergent support of a family member. Where possible, the teacher will provide written notice to the School Division.

14.2.2. Immediate family members shall be defined as the employee's spouse, child, parent or other individual for whom the employee is the legal guardian or appointed caretaker.

14.3. Leave for Child's Arrival

14.3.1. A teacher shall be granted up to a maximum of three (3) days paid leave for the purpose of completing the necessary documentation and requirements involved in the adoption and receipt of a child.

14.3.2. In the event of the spouse of an employee giving birth to a child, three (3) days with pay shall be granted to the employee and this leave shall be taken within fourteen (14) calendar days of the birth.

14.4. Attendance At Court

14.4.1. Leave of absence with pay shall be granted to a teacher:

a) For jury duty or any summons related thereto.

- b) *To answer a subpoena or summons to attend any court proceeding as a witness in a cause other than a teacher's own.*

15. GRIEVANCE PROCEDURE

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

15.1. *This procedure applies to differences:*

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

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

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

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

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

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

15.4.2. *A statement of facts giving rise to the grievance;*

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

15.4.4. *The remedy or correction being sought.*

15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.*

15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*

15.6. *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*

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

15.16. TEBA Involvement in Grievance Proceedings

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

15.17. Optional Mediation Process

- 15.17.1. *The parties may mutually agree at any point in the Grievance Procedure to engage in a non-binding mediation process to attempt to resolve the grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.*
- 15.17.2. *The Mediator shall be appointed by mutual agreement of the parties and the expenses of the Mediator shall be equally borne by the parties. If the parties cannot reach agreement on a Mediator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.17.3. *The purpose of the Mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and*

/ or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an arbitration board for resolution.

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

15.18. Administration

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

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

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

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

16. EMPLOYMENT

16.1. Information and Files

16.1.1. Upon two (2) days’ notice a teacher shall have access to their personnel file.

16.2. Parking

16.2.1. Parking / Plug-ins - parking, including plug-ins, shall be at no cost to the teacher.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 202__.

The Alberta Teachers' Association

**The Board of Trustees of the Grande Prairie
Public School Division**

Chairperson, Negotiating Subcommittee

Chairperson

Associate Coordinator,
Teacher Employment Services

Secretary Treasurer

LETTERS OF UNDERSTANDING—CENTRAL

LETTER OF UNDERSTANDING #1: ASSOCIATION AND TEBA JOINT COMMITTEE TO ASSIST TRANSITION FROM CENTRAL TO LOCAL BARGAINING

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2 RE: INTERIM GRIEVANCE PROCEDURE

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

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

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

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

TRANSITION OF EXISTING GRIEVANCES

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

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

INTERIM GRIEVANCE PROCEDURE

- 15.1. *This procedure applies to differences:*

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

- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the Superintendent or designate and the Associate Coordinator-Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association or the School Division and shall contain the following:*

 - 15.4.1. *The name(s) of the parties aggrieved;*
 - 15.4.2. *A statement of facts giving rise to the grievance;*
 - 15.4.3. *The article(s) of the agreement that are alleged to have been violated; and,*
 - 15.4.4. *The remedy or correction being sought.*

- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.*

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

15.15.1. *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 5.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*
- 15.18.3. *The time limits in this article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.*
- 15.18.4. *At any point the grievance may be resolved through terms mutually agreed upon by the parties. Any agreed to resolution is binding on the signatories to the resolution.*

**LETTER OF UNDERSTANDING #3: BILL 85 (EDUCATION STATUTES (STUDENTS FIRST)
AMENDMENT ACT, 2021)**

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

**LETTER OF UNDERSTANDING # 4: BILL 32 (RESTORING BALANCE IN ALBERTA'S
WORKPLACES ACT)**

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

LETTER OF UNDERSTANDING #5: BILL 15 (EDUCATION (REFORMING TEACHER PROFESSION DISCIPLINE) AMENDMENT ACT, 2022)

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING #6 EXPEDITED ARBITRATION (12 MONTH-PILOT)

1. *The intent of this Letter of Understanding is to have a matter decided expeditiously through an arbitration. Ideally, unless agreed to otherwise by the parties or required by the Arbitrator, hearings will take no longer than a single day and require an agreed upon Statement of Facts.*
2. *As an alternative to the arbitration process set out in article 15, two (2) days at the end of each October, March, and June, shall be held for Expedited Arbitrations in accordance with this article. No more than two (2) cases shall be heard on any single (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 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 weeks of the hearing. The designated Arbitrator remains seized to each Expedited Arbitration in order to determine any issues left pending by the award. The award will contain the following paragraph:*

"This award is the result of an expedited procedure to which the parties agreed. Consequently, there has been evidence entered by agreement as well as by submission.

Reference to case law has been limited. The parties are satisfied with an award that accommodates their agreed restrictions on the procedure. The Arbitrator reserves jurisdiction regarding the quantum of any damages awarded and any issues concerning the implementation of the award.”

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

LETTER OF UNDERSTANDING #7: DUTY TO ACCOMMODATE

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

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

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

LETTER OF UNDERSTANDING #8: DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

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

LETTER OF UNDERSTANDING #9: EXPERIENCE FORM

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

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

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1st and February 1st.*

Prior Experience

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

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

LETTER OF INTENT #1: SCHOOL YEAR

The School Division will establish a school year based on the following:

The school year shall consist of a maximum of one hundred and eighty-eight (188) instructional days and ten (10) non-instructional days. The non-instructional days shall be allocated for purposes of teacher convention, teacher professional development, parent-teacher conferences, and staff organization days.

LETTER OF INTENT #2: ALTERNATE PROVIDER

The School Division shall provide the Association with notice of intent to change benefit provider one (1) year before the effective date of the new plan. Such notice shall include a copy of all proposed plan documents.

Any alternate plan must have an ongoing equivalence subject to agreement by the parties regarding any divergence.

The School Division shall immediately notify the Association of any changes to the alternate plan and provide proof of continued equivalency.

The Association shall provide the School Division with notification of any changes to the ASEBP plans. The School Division shall, within three (3) months of receiving the notice, provide proof of equivalency.