

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 CANADIAN ROCKIES SCHOOL DIVISION

And

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024

TABLE OF CONTENTS

PREAMBLE	4
1. APPLICATION / SCOPE.....	4
2. TERM	6
3. SALARY	9
4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE	15
5. SUBSTITUTE TEACHERS	17
6. PART TIME TEACHERS	19
7. GROUP BENEFITS.....	20
8. CONDITIONS OF PRACTICE	21
9. PROFESSIONAL DEVELOPMENT	23
10. SICK LEAVE	24
11. MATERNITY, ADOPTION AND PARENTAL LEAVE.....	25
12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE	27
13. ASSOCIATION LEAVE AND SECONDMENT	28
14. OTHER LEAVES.....	29
14.1. Critical Illness, Death and Funeral Leave	29
14.2. Leave for Child's Arrival	30
14.3. Extended Parental Leave	30
14.4. Graduation, Convocation, Written Examination Leave	31
14.5. Inclement Weather / Impassable Road Leave	31
14.6. Jury Duty / Court Appearance Leave.....	31
14.7. Other Leave	32
14.7.1. Grievance Process.....	32
14.7.2. Family Medical	32
14.7.3. Emergency Leave	32
14.8. Discretionary Leave	32
15. GRIEVANCE PROCEDURE	32
16. EMPLOYMENT.....	36
16.1. Information and Files.....	36
16.2. Transfers.....	36
16.3. Notice to Teachers on Probationary Contract.....	36
16.4. Contract Termination.....	37

16.5. Subrogation.....	37
DATE OF AGREEMENT.....	39
LETTER OF UNDERSTANDING 1: ASSOCIATION AND TEBA JOINT COMMITTEE TO ASSIST TRANSITION FROM CENTRAL TO LOCAL BARGAINING.....	40
LETTER OF UNDERSTANDING 2: RE: INTERIM GRIEVANCE PROCEDURE.....	41
LETTER OF UNDERSTANDING 3: BILL 85 (<i>EDUCATION STATUTES</i>	46
<i>(STUDENTS FIRST) AMENDMENT ACT, 2021)</i>	46
LETTER OF UNDERSTANDING 4: BILL 32.....	47
<i>(RESTORING BALANCE IN ALBERTA’S WORKPLACES ACT)</i>	47
LETTER OF UNDERSTANDING 5: BILL 15 (<i>EDUCATION</i>	48
<i>(REFORMING TEACHER PROFESSION DISCIPLINE) AMENDMENT ACT, 2022)</i>	48
LETTER OF UNDERSTANDING 6: EXPEDITED ARBITRATION (12 MONTH-PILOT).....	49
LETTER OF UNDERSTANDING 7: DUTY TO ACCOMMODATE.....	51
LETTER OF UNDERSTANDING 8: DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE	52
LETTER OF UNDERSTANDING 9: EXPERIENCE FORM.....	53
LETTER OF UNDERSTANDING—LOCAL.....	56
LETTER OF UNDERSTANDING 10: EXTRA CURRICULAR ACTIVITIES	56

PREAMBLE

This Collective Agreement is made this ____ day of _____ between The Canadian Rockies School Division (“Employer”) 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 terms and conditions of employment and salaries of teachers have been the subject of negotiations between the parties; and

WHEREAS the parties desire that these matters be set forth in an agreement concerning terms of employment of the said teachers;

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

1. APPLICATION / SCOPE

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

1.2. Excluded Positions

1.2.1. Superintendent of Schools

1.2.2. Deputy Superintendent

1.2.3. Assistant Superintendent(s)

1.2.4. Associate Superintendent(s)

1.2.5. Director(s)

1.3. *All teachers shall pay monthly to the Association monies equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer 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 Employer 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 Employer 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 Employers and to bind the Employers 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, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms.*
- 1.6. *The Employer retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*
- 1.7. *Implementation of this Collective Agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8. *This Collective Agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9. *This Collective Agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10. *All provisions of this Collective Agreement shall be read to be gender neutral.*
- 1.11. **Structural Provisions**
 - 1.11.1. **Teacher Employer Advisory Committee (TBAC)**
 - 1.11.1.1. The Employer and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between Canadian Rockies Public Schools representatives – Trustees, teachers and administrators.
 - 1.11.1.2. The parties hereby agree that there shall be constituted a TBAC in the Employer's jurisdiction for the purpose of considering matters of concern related to school affairs including proposed educational policy changes,

administrative procedures, changes in the conditions of professional service and communicating the views of the respective parties. This committee may also consider matters designed to improve the conditions for teaching and learning or other matters of interest or concern.

- 1.11.1.3. The Employer agrees that it will not normally make changes in present working conditions or administrative procedures which are not covered in this Collective Agreement without first having the matter considered by the committee.
- 1.11.1.4. Consistent with clause 1.11.1.1, the TBAC shall consist of up to three (3) authorized representatives of the Association and up to three (3) authorized representatives of the Employer, provided at least one (1) of the Employer representatives is a Trustee.
- 1.11.1.5. This committee shall meet within thirty (30) calendar days of a written request by either party. The parties may mutually agree to extend this timeline.
- 1.11.1.6. Notwithstanding the matters which may be brought before this committee, the parties intend to ensure teachers have an opportunity to provide input prior to the Employer establishing a school calendar. This committee will be consulted prior to the establishment of a school calendar to allow for teacher input. Though the parties intend that future calendars will maintain equivalent time, where circumstances result in the Employer contemplating variances to the school calendar, such variances will be discussed in advance.

2. TERM

1.1. *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.*

1.2. List Bargaining

1.2.1. *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.*

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

1.3. Central Matters Bargaining

1.3.1. *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.*

1.3.2. *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.*

1.4. *Local Bargaining*

1.4.1. *Notwithstanding Section 59(2) of the Labour Relations Code, a notice to commence local bargaining by the Employer 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.*

1.4.2. *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.*

1.5. *Bridging*

1.5.1. *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.*

1.5.2. *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.*

1.6. *Meet and Exchange*

1.6.1. *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.*

1.6.2. *For local table bargaining, representatives of the Association and the Employer shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first (1st) meeting, the Association and Employer shall exchange details of all amendments sought.*

1.7. *Opening with Mutual Agreement*

1.7.1. *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.*

1.7.2. *The Association and the Employer 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 Employer. The Employer 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 Employer will identify teachers on leaves of absence greater than five months. Nothing in this Article prevents the Employer from providing the information on a more frequent basis.*

2.8.2. The Employer 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 Employer 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 Employer, each Employer 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 Employer 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 Employer will identify teachers on leaves of absence greater than five (5) months. Nothing in this Article prevents the Employer from providing the information on a more frequent basis.
- 2.8.2. *The Employer 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 Employer 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. *Payment of Administrative Allowances shall commence on the effective date of appointment.*

3.2. Grid

- 3.2.1. *The Employer shall pay to each teacher in its employ the salaries and allowances hereinafter set forth and computed. All sums mentioned are 'per annum' unless specifically stated otherwise.*
- 3.2.2. *The years of University education of a teacher and the years of teaching experience computed as hereinafter provided shall together determine the basic salary of each teacher employed by the Employer. The salary schedule is contained in clause 3.2.4.*
- 3.2.3. *The monthly salary for each teacher shall be one-twelfth (1/12th) part of the salary in effect.*

3.2.4. Salary Schedule

3.2.4.1. Effective until June 9, 2022

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 59,266	\$ 62,590	\$ 66,317
1	\$ 62,726	\$ 66,062	\$ 69,797
2	\$ 66,196	\$ 69,536	\$ 73,271
3	\$ 69,659	\$ 73,010	\$ 76,744
4	\$ 73,122	\$ 76,481	\$ 80,221
5	\$ 76,589	\$ 79,955	\$ 83,693
6	\$ 80,053	\$ 83,425	\$ 87,168
7	\$ 83,514	\$ 86,900	\$ 90,642
8	\$ 86,979	\$ 90,374	\$ 94,119
9	\$ 90,444	\$ 93,845	\$ 97,596
10	\$ 93,910	\$ 97,320	\$ 101,066

3.2.4.2. Effective June 10, 2022, 0.50% Increase

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 59,562	\$ 62,903	\$ 66,649
1	\$ 63,040	\$ 66,392	\$ 70,146
2	\$ 66,527	\$ 69,884	\$ 73,637
3	\$ 70,007	\$ 73,375	\$ 77,128
4	\$ 73,488	\$ 76,863	\$ 80,622
5	\$ 76,972	\$ 80,355	\$ 84,111
6	\$ 80,453	\$ 83,842	\$ 87,604
7	\$ 83,932	\$ 87,335	\$ 91,095
8	\$ 87,414	\$ 90,826	\$ 94,590
9	\$ 90,896	\$ 94,314	\$ 98,084
10	\$ 94,380	\$ 97,807	\$ 101,571

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

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

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 60,307	\$ 63,689	\$ 67,482
1	\$ 63,828	\$ 67,222	\$ 71,023
2	\$ 67,359	\$ 70,757	\$ 74,557
3	\$ 70,882	\$ 74,292	\$ 78,092
4	\$ 74,407	\$ 77,824	\$ 81,630
5	\$ 77,934	\$ 81,359	\$ 85,162
6	\$ 81,459	\$ 84,890	\$ 88,699
7	\$ 84,981	\$ 88,427	\$ 92,234
8	\$ 88,507	\$ 91,961	\$ 95,772
9	\$ 92,032	\$ 95,493	\$ 99,310
10	\$ 95,560	\$ 99,030	\$ 102,841

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

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

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$ 61,513	\$ 64,963	\$ 68,832
1	\$ 65,105	\$ 68,566	\$ 72,443
2	\$ 68,706	\$ 72,173	\$ 76,048
3	\$ 72,300	\$ 75,778	\$ 79,654
4	\$ 75,895	\$ 79,380	\$ 83,263
5	\$ 79,493	\$ 82,986	\$ 86,865
6	\$ 83,088	\$ 86,588	\$ 90,473
7	\$ 86,681	\$ 90,196	\$ 94,079
8	\$ 90,277	\$ 93,800	\$ 97,687
9	\$ 93,873	\$ 97,403	\$ 101,296
10	\$ 97,471	\$ 101,011	\$ 104,898

**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 Employer, until such time as the Employer 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 Employer 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 Employer.*

- 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 Employer.*
- 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 Employer in accordance with this Article.*
 - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer 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 Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer 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 employer.*
- 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 Employers covered by PECBA. At the time of movement from another Employer, the receiving*

Employer shall assume the recognition of experience provided by the previous Employer.

Effective until June 9, 2022

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

Effective June 10, 2022, repeal 3.4.10

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

3.5. *Special Considerations for Other Education and Experience*

Career and Technology Study Teachers

3.5.1. The Employer reserves the right to adjust the grid placement of a teacher who holds a valid journeyman's certificate and who teaches career and technology studies at the senior high school level for which possession of such journeyman's qualifications is a requirement.

3.6. Other Rates of Pay

3.6.1. Notwithstanding clause 3.6.3, a teacher engaged by the Employer to administer and teach in Summer School, Night School or Intercession will be paid an hourly rate per instructional hour, inclusive of any general holiday and vacation pay as follows:

Sixty-four dollars and twenty cents (\$64.20) per instructional hour

3.6.1.1. Effective upon date of ratification (June 15, 2023) without retroactivity, Summer school rate of pay will follow the ratified Central Table agreement increases of June 10, 2022 - 0.5% and September 2022 - 1.25%

June 10, 2022 0.5%

Per Instructional Hour	\$ 64.52
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September 1, 2022 1.25%

Per Instructional Hour	\$ 65.33
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3.6.1.2. Effective September 2023, Summer School Pay will be further increased by 2%

Effective September 1, 2023

Per Instructional Hour		\$ 66.64
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3.6.1.3. Future increase negotiated by the central table will apply to the Summer School hourly rate

3.6.2. Continuing / Community Education includes projects and courses outside of the Alberta Learning program of studies that are offered to the general public. Where a teacher is engaged by the Employer to work in a Continuing / Community Education project or course, the Employer shall determine the appropriate rate of pay.

3.6.3. A teacher regularly assigned to classroom duties who agrees to render service to the Canadian Rockies School Division at the request of the Employer in excess of two hundred (200) days, shall be paid at the rate of 1/200th of the rate of total salary for one day (1/400th for a half day of 3.5 hours or less). This clause shall not apply to teachers providing service for Summer School.

3.6.3.1. Notwithstanding clause 3.6.3, it is recognized that teachers who are in receipt of an administrative or supervisory allowance shall accept the professional responsibility of having their units operational on the opening day of school each school term, semester or other division of the school year. In a like manner, all teachers shall accept the professional responsibility of completing all activities connected with school opening and closing.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Administration Allowances

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

4.1.1. Principal Allowances

4.1.1.1. *Principals shall be paid seventeen per cent (17%) of the principal's position on the grid plus:*

	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	<i>17 % of Principal's position on Grid</i>	<i>17 % of Principal's position on Grid</i>	<i>17 % of Principal's position on Grid</i>	<i>17 % of Principal's position on Grid</i>
0- 400 Students	\$ 19.60	\$ 19.70	\$ 19.95	\$ 20.35
401 + Students	\$ 20.42	\$ 20.52	\$ 20.78	\$ 21.20

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

4.1.2.1. *The minimum allowance for vice principal(s) will be adjusted in accordance with current proportionality to the principal allowance.*

4.1.3. *Department Head Allowance*

4.1.3.1. *Teachers designated by the Employer as department heads shall, in addition to their placement on the grid, be paid ten per cent (10%) of the fourth (4th) year minimum.*

4.1.4. *Central Office Coordinator Allowance*

4.1.4.1. *A teacher designated by the Employer as a central office coordinator shall be paid an allowance equal to ten per cent (10%) of six (6) year maximum.*

4.1.5. *The pupil count for all allowances to be as of September 30th in each school year and kindergarten students shall be counted in the same fashion as they are counted for grant purposes by Alberta Education.*

4.2. Red Circling

4.2.1. In the event that the Employer initiates the transfer of a principal or vice principal and such transfer results in an administrative allowance that is less than the allowance the principal or vice principal currently receives, the Employer will maintain the higher allowance payment for three (3) school years. For transfers that become effective following commencement of a school year, the higher administrative allowance will be paid for the remainder of that school year and the following three (3) school years. This shall not apply if the principal or vice principal requests the transfer.

4.3. Acting / Surrogate Administrators – Compensation

4.3.1. When in the absence of the principal, the vice principal or other designee acts in the principal's place for a period of five (5) or more consecutive school days, the vice principal or other designee shall be designated as acting principal and shall receive an allowance computed as per clause 4.1.1 effective the fifth (5th) day and every consecutive day thereafter of the period during which the teacher is so designated.

4.3.2. In schools where there is no vice principal, a teacher shall be designated acting principal and will be paid in accordance with the administration allowance formula specified in clause 4.1.1 effective the fifth (5th) consecutive day of the principal's absence, and prorated in accordance with the service so rendered. In addition, the teacher so designated shall receive an allowance equal to one dollar (\$1.00) per pupil as determined by the pupil count of September 30th. The allowance shall be paid once annually and shall be included on the June cheque. This Article does not apply to one (1) room schools.

4.4. *Teachers with Administrator Designations*

4.4.1. *The Employer shall provide each school administrator a continuing designation in their third (3rd) year of designation. Notwithstanding, if evaluations of the administrator indicate to the Employer that a further probationary period is required, and the*

administrator agrees, the probationary contract of employment may be extended for a further period ending no later than the June 30th next following the date of the renewal of the contract.

- a) *Clause 4.4.1 does not preclude the transfer or assignment of administrators in accordance with clause 4.2.*
- b) *If circumstances such as enrolment decline or restructuring require a reduction in the number of administrators, an administrator who is reassigned to a role that does not provide an administrative allowance will be paid in accordance with clause 4.2.*

4.5. Travel for Administrators

4.5.1. Teachers with administrator designations will be paid a twenty-five dollars (\$25.00) per month stipend for in district travel for the months of September to June. This will be paid monthly and administered through payroll - Administrator Leave

4.6. Administrator Leave

4.6.1. In recognition of additional days of work above and beyond the school calendar established by the Employer, two (2) lieu days will be provided by the Employer to principals and two (2) lieu days will be provided by the Employer to assistant principals during the school calendar.

4.6.2. Lieu days shall not be accumulated or paid out under any circumstance. Lieu days will not be requested in conjunction with other leave requests. All lieu days are subject to advance notice of at least two (2) weeks and the prior approval of the superintendent or designate.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

5.1.1. *Substitute teachers shall be paid a per diem rate (full day rate) as follows:*

- 5.1.1.1. *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be two hundred dollars (\$200.00) plus six per cent (6%) vacation pay of twelve dollars (\$12.00) for a total of two hundred and twelve dollars (\$212.00).*
- 5.1.1.2. *Effective June 10, 2022, 0.50% increase, the substitute teachers' daily rates of pay will be two hundred and one dollars (\$201.00) plus six per cent (6%) vacation pay of twelve dollars and six cents (\$12.06) for a total of two hundred thirteen dollars and six cents (\$213.06).*
- 5.1.1.3. *Effective September 1, 2022, 1.25% increase, the substitute teachers' daily rates of pay will be two hundred fifteen dollars and seventy-two cents (\$215.72) plus two per cent (2%) in lieu of benefits, four dollars and thirty-one cents (\$4.31) for a total of \$220.04.*

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

5.1.2. *Substitute teachers shall be paid a per half day rate as follows:*

5.1.2.1. *Effective until June 9, 2022, the substitute teachers' half day rate of pay will be one hundred fourteen dollars and eighty five cents (\$114.85), inclusive of six per cent (6%) vacation pay.*

5.1.2.2. *Effective June 10, 2022, 0.50% increase, the substitute teachers' half day rate of pay will be one hundred fifteen dollars and forty-two cents (\$115.42), inclusive of six per cent (6%) vacation pay.*

5.1.2.3. *Effective September 1, 2022, 1.25% increase, the substitute teachers' half day rates of pay will be one hundred sixteen dollars and eighty-seven cents (\$116.87) plus two per cent (2%) in lieu of benefits, two dollars and thirty-four cents (\$2.34) for a total of \$119.20.*

5.1.2.4. *Effective September 1, 2023, 2.00% increase, the substitute teachers' half day rates of pay will be one hundred nineteen dollars and twenty cents (\$119.20) plus two per cent (2%) in lieu of benefits, two dollars and thirty-eight cents (\$2.38) for a total of \$121.59.*

5.2. *Commencement of Grid Rate*

5.2.1. *Number of days to go on grid: A substitute teacher who teaches five (5) or more consecutive days in the same teaching position shall be paid effective the sixth (6th) day and every consecutive day thereafter a daily rate equivalent to 1/200th of their placement on the salary schedule.*

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. *Substitute Professional Development*

5.3.1. When a substitute teacher has provided twenty (20) days of service in the current school year by January 31 (or accumulated half days), the Employer will provide one paid day at the substitute rate to attend the teachers convention assigned to Canadian Rockies School Division. Upon completion of attendance at Teachers' Convention, a teacher must submit a divisional timesheet for payment. There will be no carry over of substitute days from the previous school year to the subsequent school year.

5.3.2. When a substitute teacher has provided forty (40) days of service in the current school year by January 31 (or accumulated half days), the Employer will provide two paid days at the substitute rate to attend the teachers convention assigned to Canadian

Rockies School Division. Upon completion of attendance at Teachers' Convention, a teacher must submit a divisional timesheet for payment. There will be no carry over of substitute days from the previous school year to the subsequent school year.

5.4. Substitute Teacher Occupational Health and Safety (OH&S) Training

5.4.1. A substitute teacher who has worked for the Employer for twenty-five (25) days or more by May 31, will be paid a half day substitute rate for the full completion of all required Employer-directed OH&S training modules. All courses are to be completed by the assigned due dates as assigned throughout the year. Payment will be made on the final pay period of the school year.

5.5. Substitute Teacher Assigned Duties of Teacher Replacing:

5.5.1. When a substitute teacher is hired, they shall follow the schedule/duties of the teacher they are replacing. In the event that an absent teacher has not provided tasks for preparation periods, the substitute teacher will consult with the school administrator for alternate duties/assignments. It is acknowledged that the school administrator retains the ability to make changes to the assignments of all teachers in their school.

5.6. Substitute Teacher Cancellation of Assignment

5.6.1. When a substitute teacher has accepted employment, such employment shall not be canceled after 5:00pm the day before. Cancellation within this period will result in the substitute teacher receiving their daily rate and being reassigned as follows:

5.6.1.1. To the school of their original assignment; unless needed

5.6.1.2. To a school listed on their school preference list; unless needed

5.6.1.3. If mutually agreed upon to a school within the employer

5.6.2. Where the scheduled employment is greater than one day, the second and subsequent days may be reassigned or canceled.

6. PART TIME TEACHERS

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

6.2. *Part-time Teachers Salaries*

6.2.1. *A teacher who is employed to teach on a part-time basis for the full school year or a portion thereof shall be paid that fraction of the annual salary entitlement which corresponds to the fraction of time taught.*

- 6.3. Part time assignment schedules will be determined in collaboration with the school principal and will be contiguous unless mutually agreed upon.
- 6.4. Unless mutually agreed upon, a part-time teacher's part-time equivalent shall not be changed by more than 0.25 FTE in any given school year, without mutual agreement between the Employer and the teacher.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier and Premiums

- 7.1.1. *When enrollment and other requirements for group participation in various plans have been met, the Employer will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.*
- 7.1.2. *The Employer shall contribute toward the costs of the various premiums as follows:*
- a) *Alberta School Employee Benefit Plan (ASEBP), Extended Disability Benefit, Plan D, Life and Accidental Death and Dismemberment Insurance, Schedule 2 or equivalent plan – one hundred per cent (100%) of each teacher's monthly premium.*
 - b) *ASEBP Extended Health Care Plan 1 or equivalent plan – one hundred per cent (100%) of each teacher's monthly premium.*
 - c) *ASEBP Dental Care Plan 3 or equivalent plan – one hundred per cent (100%) of each teacher's monthly premium.*
 - d) *ASEBP Vision Care Plan 3 or equivalent plan – one hundred per cent (100%) of each teacher's monthly premium.*
 - e) *The Employer will maintain the same level of benefits under sub-articles (a), (b), (c) and (d) above under any new plan established by the Employer.*

7.2. Group Benefits Eligibility

- 7.2.1. *Participation in the plans is a condition of employment for all teachers who meet the requirements of the plans.*
- 7.2.2. *Subject to the provisions of the master policies, all teachers appointed to the staff of the Employer shall be required to enroll in these ASEBP Plans. All teachers enrolled in the plans shall continue to be enrolled in the plans. A teacher may be exempted from participation in the Extended Health Care plan and the Dental plan upon submitting proof of participation in these or similar plans through the teacher's spouse.*
- 7.2.3. *From the date teachers become eligible for disability benefits under the Alberta School Employee Benefit Plan, no further sick leave benefits shall be paid by the Employer for the period of that disability.*

7.2.4. *Teachers receiving disability benefits from the plan shall not receive sick leave benefits during the period of disability.*

7.2.5. *The Employer shall deduct from the monthly salary of each teacher enrolled in said insurance plans, the teacher's share of the monthly premiums and shall remit payment for premiums to the appropriate companies.*

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

7.3.1. *The HSA / WSA per teacher, prorated to FTE, will be sixty dollars and forty-two cents (\$60.42) per month.*

Upon approval from ASEBP as to date of commencement, the Employer shall provide a HSA / WSA to all eligible teachers. The Employer will contribute a total of seven hundred and twenty five dollars (\$725.00) in equal monthly installments for each full-time eligible teacher. Part-time employees shall be eligible on a pro-rata basis. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency (CRA) and the Income Tax Act of Canada for the benefit of the teacher, their spouse and dependents.

7.4. *Other Group Benefits*

7.4.1. *Payments towards benefit plans by the Employer shall permit it to retain and not pass on to teachers, any rebates of premiums otherwise required under Canada Employment and Immigration Commission (previously Unemployment Insurance Commission) regulations.*

8. CONDITIONS OF PRACTICE

8.1. *Teacher Instructional and Assignable Time*

8.1.1. *Effective until August 31, 2022, teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*

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

8.1.2. *Teacher assignable time will be capped at 1200 hours per school year.*

8.2. *Assignable Time Definition*

8.2.1. *Assigned Time is defined as the amount of time that Employers 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) *Employer 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 Employer 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 Employers. 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 Employer 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 Employer.*

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

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

8.4. Other Conditions of Practice

- 8.4.1. No teacher shall be required to render service for more than two-hundred (200) days in a school year, exclusive of designated and statutory holidays.
- 8.4.2. When a student with special needs is placed in a regular class setting, the teacher will:
 - 8.4.2.1. Be invited to participate in education related case conferences with personnel associated with the placement of the student;
 - 8.4.2.2. Have access to information that in the opinion of the Employer or its designee is pertinent to the placement; and
 - 8.4.2.3. Be provided in-service training to meet the needs of the student provided the Employer or its designee deem the training necessary.

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 Employer'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. *Employers and / or schools are not restricted in developing their own staff development plan in which the Employer and / or school may require teachers to participate.*

9.2. Sabbatical Leave

- 9.2.1. *A minimum Sabbatical leave shall mean any long term leave of absence granted to a teacher for professional development through study.*
- 9.2.2. *Sabbatical leave may be granted at the discretion of the Employer.*
- 9.2.3. The remuneration of a teacher granted sabbatical leave shall be determined by the difference between Category four (4) minimum and four (4) maximum salary rates in effect at the time the leave commences.
 - 9.2.3.1. *Sabbatical leave for the duration of a semester or trimester may be granted by the Employer. Remuneration shall be calculated on a pro rata basis in accordance with clause 9.2.3.*
- 9.2.4. *A teacher who is granted sabbatical leave shall give an undertaking in writing to return to the teacher's duties following the expiry of the teacher's leave and shall not resign or retire from teaching service other than by mutual agreement between the Employer and the teacher, for a period of at least two (2) years after resuming duties.*
- 9.2.5. Should a teacher, by mutual consent, resign or retire from the service of the Employer before completing the teacher's two (2) years service following such leave, repayment of sabbatical leave salary shall be made to the Employer on a pro rata basis. Teachers

on Extended Disability Benefits (EDB) shall not have this counted as a repayment period.

- 9.2.6. *Experience increments will not be granted to teachers for the period of leave.*
- 9.2.7. *A teacher granted sabbatical leave shall enter into an individual written agreement with the Employer as to the conditions under which the teacher may return to the school system at the conclusion of the leave provided the individual contract does not contravene the Collective Agreement.*
- 9.2.8. *For leaves commencing on or after September 1st, applications must be made on or before the first (1st) of March.*
- 9.2.9. *The Employer shall consider all applications before the fifteenth (15th) of March each year. All applicants shall be informed of the Employer's decision on or before March 31st in each year.*

9.3. Professional Development Fund

- 9.3.1. A Professional Development Fund shall be established each school year in the amount of twenty-five thousand dollars (\$25,000.00).
- 9.3.2. If funds are not used within the school year, the fund will be replenished up to twenty-five thousand dollars (\$25,000.00) for the following year.
- 9.3.3. This fund is to be jointly administered by the superintendent or designate and members of the Teacher Employer Advisory Committee (TBAC).

10. SICK LEAVE

- 10.1. *Sick leave benefits are sponsored by the Employer and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.*
- 10.2.
 - a) *In the first (1st) year of employment with the Employer, the teacher shall be entitled to statutory sick leave. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*
 - b) *During the second (2nd) and subsequent years under contract, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness or disability for ninety (90) calendar days.*
 - c) *A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days.*
 - d) *For the purpose of this Collective Agreement, an interrupted illness for the same illness shall be counted as one illness.*

10.3. *Before any payment is made under the foregoing provisions, a teacher may be required by the Employer to substantiate their illness as follows:*

- a) *Either a statement, in a form approved by the Employer, signed by the teacher substantiating the illness or,*
- b) *At the request of the Employer, a certificate from the teacher's attending medical or dental practitioner where the absence is for a period of more than three (3) days.*
- c) *Notwithstanding clause 10.3(b) above, where the Employer is concerned about the pattern and / or frequency of a teacher's absences, they may notify the teacher in writing of the obligation to provide a medical certificate to support any further absences for the remainder of the school year.*
- d) *At the request of the Employer or its designate, a certificate from a physician or dentist designated by the Employer attesting to the illness or disability claimed provided there is no cost to the teacher.*
- e) *The Employer may request confirmation from the teacher's physician that the teacher is following the physician's recommended treatment plan. If there is a fee for the physician's confirmation, the Employer shall reimburse the teacher following delivery of a receipt to the Employer.*

10.4.

- a) *Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employee Benefit Plan.*
- b) *After ninety (90) continuous calendar days of illness or medical disability, no further salary shall be paid.*

10.5. *Provisions of this Article shall not be applicable when a teacher is on another leave (other than sick leave) without pay, or while on strike.*

10.6. *In the event that a teacher wrongfully claims sick leave benefits or abuses the privileges, the teacher shall be considered absent without leave and subject to disciplinary action.*

10.7. *When a teacher leaves the employ of the Employer, all benefits contained under these provisions are cancelled.*

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 Employer 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 Employer 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 Employer 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 Employer 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 Employer may grant but is not required to grant parental leave to more than one (1) parent of the child at the same time.*

11.3. Salary Payment and Benefit Premium

- 11.3.1. *The Employer 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 Employer shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The Employer shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The HSA will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Employer 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 Employer will continue paying the Employer 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 Employer 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 Employer paid benefit premiums, and shall reimburse the Employer 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 Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*
- 11.4.6. *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer 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. *Upon request to the superintendent or designate, with one (1) week notice where possible, a teacher (including teachers with administrator designations) shall be granted two (2) days personal leave with pay and benefits per school year subject to the operational needs. The Teacher will inform the principal of the intended dates.*

- 12.2. *For any teacher under contract for sixty (60) days or less in a school year, the provisions of Article 12.1 do not apply.*
- 12.3. *Any teacher under contract for sixty-one (61) to one hundred (100) days in a school year shall be granted one (1) day personal leave per school year.*
- 12.4. *Each teacher shall be entitled to accumulate unused personal leave to a maximum of five (5) days which may be used in any one (1) school year.*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

- 13.1. *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer 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.*
- 13.1.1. *Leave of absence for salary negotiations shall be granted to any three (3) teachers in the bargaining unit without loss of salary, provided however, that the Employer shall be reimbursed in accordance with clause 13.2.*
- 13.2. *Upon written request to the Superintendent or designate, the Employer 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 Employer. The Association will reimburse the Employer 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 Employer, the teacher, and the Association and is at no cost to the Employer.*
- 13.4. *During such secondment, the Employer 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 Employer for all payments made by the Employer 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 Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer 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 Employer 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 Employer. The Association will reimburse the Employer 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 Employer, the teacher, and the Association and is at no cost to the Employer.*
- 13.5. *During such secondment, the Employer 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 Employer for all payments made by the Employer to the teacher or on the teacher's behalf while on secondment under this Article.*

14. OTHER LEAVES

14.1. Critical Illness, Death and Funeral Leave

Critical illness is defined as a life threatening illness requiring the attendance of the teacher in a care giving capacity.

A teacher leave of absence shall be granted with pay under the following conditions:

14.1.1.

- a) *Up to three (3) school days for the critical illness and five (5) school days for the death, of a teacher's spouse, son or daughter, parent, brother, sister or parent of spouse;*
- b) *Up to three (3) school days for the critical illness and three (3) school days for death of grandparent, grandchild, grandparent of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relative who is a member of the teacher's household.*

14.1.2. *Those days referred to in clause 14.1.1 may be extended at the discretion of the Employer should additional time be required for travel.*

14.1.3. *Before payment is made under clause 14.1.1, the Employer may require a medical certificate stating that critical illness was the reason for the absence.*

14.1.4. *In the event of a death of a family member listed in clause 14.1.1, the bereavement leave is provided at the time of the death. Notwithstanding, the Employer may approve requests by a teacher, at the time of the death, to defer some or all of the days to a later time.*

14.2. *Leave for Child's Arrival*

14.2.1. *One (1) day leave with pay shall be provided to a teacher to attend the adoption of their child.*

14.2.2. *One (1) day of paternal leave with pay shall be provided to a teacher occasioned by the birth of the teacher's child.*

14.2.3. *The leaves provided in clauses 14.2.1 and 14.2.2 shall be taken within two (2) weeks of the date of birth or placement of the adopted child. Notwithstanding, the Employer may approve requests by a teacher to access these leaves at alternate times.*

14.3. *Extended Parental Leave*

14.3.1. *Extended Parental Leave shall be granted to a teacher without pay, allowances and other benefits of this Collective Agreement for a period up to six (6) months:*

14.3.2. A teacher may be granted extended parental leave beyond 6 months in order to return at the beginning of a school year or the beginning of a reporting period or at a natural break in the school year, or at such other time as mutually agreed by the teacher and the superintendent or designate.

14.3.3. Extended Parental leave shall be granted to:

14.3.3.1. provide care to the teacher's child less than two (2) years of age; or,

14.3.3.2. care for the teacher's adopted child.

14.3.4. The teacher shall, in consultation with the superintendent, determine the commencement date of the leave. This consultation and notice of leave requirements shall occur three (3) months in advance of the leave where possible, and in any event, at least one (1) month prior to the commencement of the leave.

14.3.5. Teachers returning from Extended Parental Leave are entitled to a teaching position with the Employer. Any teacher returning from such leave who was employed on a probationary contract immediately prior to the leave, may, at the discretion of the Employer, be offered a second probationary contract of employment.

14.3.6. A teacher requesting return prior to the expiry of the leave will be considered for appropriate vacancies.

14.3.7. Where Extended Parental Leave is granted in conjunction with maternity or parental leave, the combined total leave shall not exceed twenty-four (24) months.

14.3.8. Leave taken for the purpose of Extended Parental Leave shall not be considered teaching experience for the purpose of granting a salary increment.

14.3.9. Only one (1) parent shall be granted Extended Parental Leave under these provisions.

14.4. Graduation, Convocation, Written Examination Leave

A teacher Leave of absence shall be granted with pay under the following conditions:

14.4.1. A teacher is entitled to leave of absence with pay for one (1) day per calendar year to attend the teacher's own convocation or for the writing of an examination related to the teacher's academic studies.

Effective June 15, 2023

14.4.1. A teacher is entitled to leave of absence with pay for one (1) day per school year to attend the teacher's own convocation or the convocation of their child from an accredited post secondary institution, or their child's high school graduation or for the writing of an examination related to the teacher's academic studies.

14.5. *Inclement Weather / Impassable Road Leave*

Leave of absence shall be granted with pay under the following conditions:

14.5.1. A teacher who, despite reasonable effort, is unable to travel to their school from the teacher's place of residence because of (a) inclement weather, (b) impassable road conditions, or (c) failure of transportation facilities other than their own, is entitled to the teacher's salary for the periods of absence so occasioned.

14.5.2. Impassable roads mean roads temporarily closed by municipal or provincial authorities, or a reasonable effort to travel to work has been made by the teacher, but due to road conditions, the teacher was unable to attend at work.

14.5.3. Where roads are reopened or become passable during the workday, the teacher is expected to attend at their place of work.

14.5.4. A teacher's place of residence is within the Employer boundaries.

14.5.4.1. A teacher whose place of residence is outside of the Employer boundaries, and who, despite reasonable effort, is unable to travel to their school, will be granted leave with pay and benefits less the cost of substitute teacher.

14.5.5. Payment of salary for absences under clause 14.5.1 is subject to approval of the School Superintendent or designate.

14.6. *Jury Duty / Court Appearance Leave*

Leave with pay shall be granted:

14.6.1.

- a) For jury duty or any summons related thereto;
- b) To answer a subpoena or summons to attend any court proceedings as a witness in a cause other than the teacher's own.

14.6.2. *The teacher shall reimburse the Employer an amount equivalent to any witness or jury fee set by the court.*

14.7. Other Leave

14.7.1. Grievance Process

The Employer shall be reimbursed at the cost of a substitute teacher per diem rate for each day a teacher is absent to participate in the grievance procedure in any way. The teacher shall inform the Secretary or Treasurer of the Employer regarding the appropriate billing procedure. If payment is not received within ninety (90) days of the date of billing, then the amount due shall be deducted from the teacher's salary.

14.7.2. Family Medical

On application to the Superintendent, at least one (1) week in advance, where possible, a teacher on a contract shall be granted up to two (2) days of leave of absence per school year, with full pay to attend the medical needs of a member of the teacher's immediate family. Immediate family shall be defined as the teacher's spouse, parent, spouses' parent, child or member of the teacher's household.

14.7.3. Emergency Leave

A teacher may access a temporary leave of absence with pay and benefits less the cost of a substitute for not more than one (1) day per school year to attend an unexpected, immediate and dire incident. The emergency leave may not be accessed to attend to anticipated personal matters.

14.8. Discretionary Leave

14.8.1. Additional leave of absence may be granted by the Employer:

- 14.8.1.1. with pay and benefits
- 14.8.1.2. with pay and benefits less substitute cost or
- 14.8.1.3. without pay and benefits

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 Employer 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 Employer, 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 Employer shall provide additional information on grievances in a form determined by the TEBA Chair.*

- 15.6. *Representatives of the Employer 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 Employer 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 Employer portion of statutory benefit contributions, as per Article 13.2. The Employer will give advance notice to the Association when a representative of the Employer affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the Employer against a*

teacher, the Employer 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 Article 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 Employer and / or the Association may convey a grievance to arbitration.*
- 15.11. *The Employer 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 Employer and the Association; and,*
 - 15.15.2. *The 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 Employer.*
 - 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 Employer.*

- 15.1.1.1. *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under Article 15.16.2.*
- 15.1.1.2. *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.*
- 15.1.1.3. *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 clauses 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 Employers 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 Employer's school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.

- 15.18.2. *In the event, at any stage of this procedure (except clause 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*
- 15.18.3. *The time limits in this Article may be extended at any stage by mutual agreement by the parties. Requests for extension of timelines shall not be unreasonably denied. Such agreement shall be communicated in writing.*
- 15.18.4. *At any point the grievance may be resolved through terms mutually agreed upon by the parties. Any agreed to resolution is binding on the signatories to the resolution.*

16. EMPLOYMENT

16.1. Information and Files

- 16.1.1. The Employer shall make the Collective Agreement available to all teachers by posting it to the Employer website.
- 16.1.2. The onus of substantiating previous teacher experience rests with the teacher.

16.2. Transfers

- 16.2.1. The Employer may transfer teachers subject to the following conditions:
 - a) A teacher shall not be transferred to another school within three (3) calendar years of a previous involuntary transfer, unless the teacher agrees to said transfer.
 - b) Teachers who are involuntarily transferred to another school shall be entitled to meet with the Superintendent of Schools prior to said transfer and receive, in writing, the reasons for the transfer.
 - c) When a teacher is involuntarily transferred to another school subsequent to the commencement of the school year, the teacher will be provided three (3) days of unassigned preparation time to prepare for the new assignment.
 - d) If the teacher is involuntarily transferred to another school due to downsizing or school closure, clause 16.2.1 (a) above shall not apply.
- 16.2.2. The Employer shall pay to a teacher who has been transferred to another school, the reasonable moving expenses necessarily incurred by the teacher and their family as a result of transfer when the transfer is made at the request of the Employer.

16.3. Notice to Teachers on Probationary Contract

- 16.3.1. A teacher on a probationary contract shall be notified in writing by the Superintendent or designate on or before May 31st as to whether or not the teacher will be offered a continuing contract.

16.4. Contract Termination

- 16.4.1. The following conditions shall not be deemed to be an extension of a teacher's individual contract which has been terminated:

16.4.1.1. Compassionate Leave;

16.4.1.2. Maternity Leave; or,

16.4.1.3. Sabbatical or other special leaves of absence.

16.5. Subrogation

16.5.1.

- a) **Cost of Absence** means the total remuneration paid by the Employer during a period when the teacher was absent from work.
- b) **Interest** means interest calculated in accordance with the provisions of the *Alberta Judgement Interest Act*, RSA 2000, c.J-1, and amendments and regulations thereto.
- c) **Judgement or Settlement** means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
- d) **Remuneration** means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.
- e) **Teacher** means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

- 16.5.2. In the event that the Employer incurs a cost of absence 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 cost of absence and without restricting the generality of the foregoing, the following provisions apply:

- a) The teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;
- b) The teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;

- c) The Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
 - d) The teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
 - e) The teacher will not settle the teacher's claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
 - f) Upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
 - g) The teacher shall not release any third party from the cost of absence without the consent of the Employer; and
 - h) The Employer's consent to settlement shall not be unreasonably withheld.
- 16.5.3. When as a result of judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgement, pay the full cost of absence recovered to the Employer plus interest.
- 16.5.4. When as a result of a judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer the amount of the cost of absence recovered plus interest.
- 16.5.5. The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of clause 17.5.
- 16.5.6. In exercising any of its rights under clause 17.5, the Employer shall have due regard for the interests of the teacher.

DATE OF AGREEMENT

The parties hereto execute this Collective Agreement this _____ day of _____, 2023 by affixing hereto the signatures of their proper officers on their behalf.

For:

For The Canadian Rockies School Division

For The Alberta Teachers' Association

Debbie McKibbin, Deputy Superintendent

NSC Chair

Board Trustee

NSC Member

Konstantin Gregovic, Secretary

NSC Member

Chris MacPhee, Superintendent

Associate Coordinator, Collective Bargaining, Teacher Employment Services

LETTERS OF UNDERSTANDING—CENTRAL

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

- a) Where the Association, TEBA, or an Employer 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 Agreement prior to February 1, 2022, TEBA and the ATA 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 Agreement prior to February 1, 2022, the Employer and the Association will meet no later than March 31, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
 - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
 - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

INTERIM GRIEVANCE PROCEDURE

- 15.1. *This procedure applies to differences:*
 - 15.1.1. *About the interpretation, application, operation or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
 - 15.1.2. *Where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*
- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in Article 15.2, it shall be submitted in writing to the Superintendent or designate and the Associate Coordinator-Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association or the Employer 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 Employer, 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 Employer shall provide additional information on grievances in a form determined by the TEBA Chair.*

- 15.6.** *Representatives of the Employer 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 Employer 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 Employer portion of statutory benefit contributions, as per clause 13.2. The Employer will give advance notice to the Association when a representative of the Employer affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the Employer against a teacher, the Employer 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 Employer and / or the Association may convey a grievance to arbitration.*
- 15.11.** *The Employer 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 Employer and the Association; and,*

15.15.2. *The 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 Employer.*

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 Employer.*

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 clauses 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 Employers 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 Employer’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 Article 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*

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

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

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

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

WHEREAS *employers 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 Employer 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** employers 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:

Employers shall provide the information needed for the Association to contact individual new hires and returning teachers independently of the Employer 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 Employer.

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 *employers 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 Employers, 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 Employers with grievance(s) that may be suited for an Expedited Arbitration, shall meet during the first (1st) 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 an Employer will be used as the venues for the Hearings where possible.*
7. *The Association and TEBA agree to jointly meet with the Director of Mediation Services to identify three (3) mutually agreed sole Arbitrators to hear the matters at the Expedited Arbitration Hearings. For the purposes of this letter of understanding, three (3) Arbitrators who have been agreed to by the Association and TEBA will hear Expedited Arbitration files on a rotating basis, where possible.*
8. *Arbitration decisions may not be used to alter, modify or amend any part of the appropriate collective agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon the parties to the grievance and no further action may be taken on that grievance by any means.*
9. *Ideally, the designated Arbitrator will issue an award for each Expedited Arbitration within four (4) weeks of the Hearing. The designated Arbitrator remains seized to each Expedited Arbitration in order to determine any issues left pending by the award. The award will contain the following paragraph:
"This award is the result of an expedited procedure to which the parties agreed. Consequently, there has been evidence entered by agreement as well as by submission. Reference to case law has been limited. The parties are satisfied with an award that accommodates their agreed restrictions on the procedure. The Arbitrator reserves jurisdiction regarding the quantum of any damages awarded and any issues concerning the implementation of the award."*

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

LETTER OF UNDERSTANDING 7: DUTY TO ACCOMMODATE

TEBA, the Association, and Employers 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 Employers acknowledge a shared responsibility for the duty to accommodate teachers up to a point of undue hardship. The Association and Employers 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 employers 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. *Employers 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, an Employer 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 employers and the Alberta Teachers' Association (See Appendix A); and,*
- *To ensure the consistent application of Article 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 employer.

TEACHING EXPERIENCE FORM

Date: _____

Issuing Employer: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

Employer 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 Employer.*

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 Employer.*

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 Employer in accordance with this Article*

- a) *Until proof of experience is submitted to the Superintendent or designate, all teachers new to the Employer 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 Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per Article 3.4.8.*

3.4.8. *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer 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 employer.*

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 Employers covered by PECBA. At the time of movement from another employer, the receiving Employer shall assume the recognition of experience provided by the previous employer.*

3.4.10. *Articles 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 UNDERSTANDING—LOCAL

LETTER OF UNDERSTANDING 10: EXTRA CURRICULAR ACTIVITIES

1. The Employer and the Association both acknowledge the value of extra-curricular activities in enriching our schools.
2. Teacher participation in extracurricular activities is voluntary.
3. Should a teacher decide to participate in such activities, the teacher will not be paid for such service and extracurricular activities shall not count toward assigned time.
4. A committee will review the impact on schools and make recommendations prior to June 30, 2024.