

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 CHINOOK'S EDGE SCHOOL DIVISION

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024



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This Collective Agreement is made this ____ of _____ 2023 between The Chinook's Edge School Division (the "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 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 have been the subject of negotiations between the parties;

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

AND WHEREAS, the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties, and shall accord with the provisions of all applicable statutes of the Province of Alberta;

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,

1.2.2. Deputy or Assistant Superintendent(s) or Associate Superintendent(s),

1.2.3. Director, Curriculum, and Instruction,

1.2.4. Director, Special Education,

1.2.5. Director, Technology Services, and

1.2.6. Divisional Psychologist(s).

- 1.3. *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the 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.*

2. TERM

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

2.2. *List Bargaining*

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

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

2.3. *Central Matters Bargaining*

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

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

2.4. *Local Bargaining*

2.4.1. *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by an 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.*

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

2.5. *Bridging*

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

a) a new collective agreement is concluded, or

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

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

2.6. *Meet and Exchange*

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

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

2.7. *Opening with Mutual Agreement*

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

2.7.2. *The Association and the 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 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five (5) months. Nothing in this clause 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 30 but no later than the last operational day in December:*

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

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

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

2.8.1. *As the Association is the bargaining agent for the teachers employed by each Employer, each Employer shall provide to the Association at least twice each year no later than October 31 and May 31, a common report, in a format established by TEBA, with a list of 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 clause 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 30 but no later than the last operational day in December:*

- 2.8.2.1. *HSA / WSA / RRSP utilization rates;*
- 2.8.2.2. *Most recent 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. *Except for substitute teachers, each teacher shall be paid one-twelfth (1/12) of the annual rate of salary as follows:*
 - 3.1.1.1. *On the 27 of the month or the Friday prior if the 27 falls on a Saturday or a Sunday.*
- 3.1.2. *Teachers shall have their salary payments electronically deposited to their designated bank account.*
- 3.1.3. *Substitute teachers shall be paid not later than the tenth (10) day of the month following, provided the necessary payroll information is submitted no later than three (3) calendar days following the last teaching day of the month in which the days were taught.*
- 3.1.4. *Convention Expenses and Allowance – The Employer will provide upon request a signed T2200 for Employer-authorized convention expenses.*

3.2. Grid

- 3.2.1. *The Employer shall pay all teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise. One (1) month salary shall be one-twelfth (1/12) part of the annual salary at the rate in effect that month.*
- 3.2.2. *The number of years of teacher education and the years of teaching experience, as computed according to this Collective Agreement, shall together determine the basic salary rate of each teacher employed by the Employer.*
- 3.2.3. *The following salary schedule, as referenced above, shall be effective as indicated:*

3.2.3.1. *Effective until June 9, 2022*

STEP	CAT 4	CAT 5	CAT 6
0	\$ 59,074	\$ 62,603	\$ 66,244
1	\$ 62,558	\$ 66,087	\$ 69,727
2	\$ 66,045	\$ 69,571	\$ 73,205
3	\$ 69,527	\$ 73,052	\$ 76,688
4	\$ 73,014	\$ 76,535	\$ 80,166
5	\$ 76,497	\$ 80,020	\$ 83,653
6	\$ 79,981	\$ 83,503	\$ 87,132
7	\$ 83,466	\$ 86,985	\$ 90,612
8	\$ 86,953	\$ 90,465	\$ 94,094
9	\$ 90,434	\$ 93,951	\$ 97,573
10	\$ 93,918	\$ 97,432	\$ 101,052

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

STEP	CAT 4	CAT 5	CAT 6
0	\$ 59,369	\$ 62,916	\$ 66,575
1	\$ 62,871	\$ 66,417	\$ 70,076
2	\$ 66,375	\$ 69,919	\$ 73,571
3	\$ 69,875	\$ 73,417	\$ 77,071
4	\$ 73,379	\$ 76,918	\$ 80,567
5	\$ 76,879	\$ 80,420	\$ 84,071
6	\$ 80,381	\$ 83,921	\$ 87,568
7	\$ 83,883	\$ 87,420	\$ 91,065
8	\$ 87,388	\$ 90,917	\$ 94,564
9	\$ 90,886	\$ 94,421	\$ 98,061
10	\$ 94,388	\$ 97,919	\$ 101,557

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

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

STEP	CAT 4	CAT 5	CAT 6
0	\$ 60,111	\$ 63,702	\$ 67,407
1	\$ 63,657	\$ 67,247	\$ 70,952
2	\$ 67,205	\$ 70,793	\$ 74,491
3	\$ 70,748	\$ 74,335	\$ 78,034
4	\$ 74,296	\$ 77,879	\$ 81,574
5	\$ 77,840	\$ 81,425	\$ 85,122

STEP	CAT 4	CAT 5	CAT 6
6	\$ 81,386	\$ 84,970	\$ 88,663
7	\$ 84,932	\$ 88,513	\$ 92,203
8	\$ 88,480	\$ 92,053	\$ 95,746
9	\$ 92,022	\$ 95,601	\$ 99,287
10	\$ 95,568	\$ 99,143	\$ 102,826

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

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

STEP	CAT 4	CAT 5	CAT 6
0	\$ 61,313	\$ 64,976	\$ 68,755
1	\$ 64,930	\$ 68,592	\$ 72,371
2	\$ 68,549	\$ 72,209	\$ 75,981
3	\$ 72,163	\$ 75,822	\$ 79,595
4	\$ 75,782	\$ 79,437	\$ 83,205
5	\$ 79,397	\$ 83,054	\$ 86,824
6	\$ 83,014	\$ 86,669	\$ 90,436
7	\$ 86,631	\$ 90,283	\$ 94,047
8	\$ 90,250	\$ 93,894	\$ 97,661
9	\$ 93,862	\$ 97,513	\$ 101,273
10	\$ 97,479	\$ 101,126	\$ 104,883

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

3.3. Education

- 3.3.1. *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1 and February 1.*
- 3.3.3. *For newly employed teachers to the 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 1 and February 1.*

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 were 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 2018-20 Collective Agreement.*

Effective June 10, 2022, repeal clause 3.4.10

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

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

3.5.1. In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the Employer shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the Employer.

3.5.1.1. Teachers must present valid proof of education and experience, satisfactory to the Employer, prior to this evaluation.

3.5.1.2. This evaluation shall be conducted when a teacher is hired to teach a CTS or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.

3.5.1.3. A copy of the decision will be provided to the teacher.

Effective until August 31, 2022

3.5.2. After the evaluation in clause 3.5.1 has concluded, the Employer may place a teacher on a step greater than their experience and / or education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.

Effective September 1, 2022

3.5.2. After the evaluation in clause 3.5.1 has concluded, the Employer shall recognize additional experience and / or education, up to the maximum provided in the applicable category.

3.6. Special Considerations: Year-Round Schooling

In order to implement Year-Round Schooling the following criteria shall apply.

*3.6.1. Year-Round Schooling means the organization of a school year in which students are provided instruction for a maximum of two hundred (200) days as per the *Education Act 2020* and clauses 3.7.1.1 and 8.3.1 of the Collective Agreement. The school year shall be divided into four (4) instructional periods of roughly equal duration, separated by vacation or intersessional period(s).*

3.6.2. The school year (Year-Round Schooling) shall begin on or about August 1 and end on or about June 30 of each year.

- 3.6.3. The total length of instruction per year shall be comparable to that of a traditional school year.
- 3.6.4. Newly hired teachers or those teachers returning from an unpaid leave shall be entitled to a "transitional payment" in July and /or August provided that there are a minimum of six (6) or more scheduled work days in the month in which the teacher is hired or has returned from an unpaid leave. The total value of this transition payment(s) will be recovered from the twelve (12) regular salary payments described in clauses 3.1.1, 3.1.2 and 3.2.1 above. Teachers in receipt of a transition payment(s) who do not work an entire school year shall have the value of any outstanding balance deducted from the final salary payment during that year. In subsequent years of employment, teachers will receive twelve (12) regular salary payments starting in September.
- 3.6.5. The traditional school year is premised on or about a September 1 "commencement of school" and a June 30 closing. The Collective Agreement is organized to reflect this premise. For the purpose of a school authorized to follow the Year-Round Schooling calendar, the annual salary of its teachers shall be computed on the same basis as for all teachers covered by this Collective Agreement and paid in twelve (12) monthly intervals as computed from the beginning of the Year-Round Schooling calendar, consistent with clauses 3.1.1, 3.1.2, and 3.2.1.
- 3.6.5.1. The salary schedule, allowances and substitute teachers' salary of staff designated to teach in a school authorized to use the Year-Round Schooling calendar that reflects an on or about August 1 commencement of class shall be computed in a manner consistent with the Collective Agreement.
- 3.6.5.2. More specifically, for a school authorized to follow a Year-Round Schooling calendar, the following clauses shall be applied as though they read August 1, instead of September 1.

a. Clause 3.2.3	Salary Schedule
b. Clause 4.2, 4.2.1, 4.2.2	Administration and Administrative Allowances
c. Clause 4.2.3	Additional Allowances
d. Clause 3.3	Teacher Education
e. Clause 5.1	Substitute Teachers

- 3.6.6. Whenever time specific days are stipulated in the Collective Agreement, the commencement of the school year shall be deemed to be on or about August 1 for the Year-Round Schooling or on or about September 1 for Traditional Schooling.

- 3.6.7. The intersession and activities instruction periods shall be deemed as non-instruction periods for teachers assigned to the Year-Round Schooling calendar. This non-instruction portion shall be deemed to be the vacation period for all certificated personnel.
 - 3.6.8. In a school authorized to follow a Year-Round Schooling calendar, Kindergarten may be offered concurrently with the Grades 1-6 classes.
- 3.7. Other Rates of Pay
- 3.7.1. Service Outside the Operational Days
 - 3.7.1.1. A teacher regularly assigned to classroom duties who agrees to render service in excess of two hundred (200) days shall be paid at the rate of one two hundredth (1/200) of the rate of their total salary for each day the teacher is so employed in excess of two hundred (200) days or one four hundredth (1/400) per half day (less than three (3) hours).
 - 3.7.1.2. Notwithstanding clause 3.7.1.1, a teacher not in receipt of an allowance above regular teacher (grid) salary who has been directed to undertake an individual assignment by the superintendent or designate which falls on a weekend or school break (including summer break) shall be paid at the rate of one two hundredth (1/200) of the rate of their total salary for each day the teacher is so employed or one four hundredth (1/400) per half day (less than three (3) hours).
 - 3.7.1.3. Notwithstanding clause 3.7.1.1, 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, such teachers shall accept the professional responsibility of completing all activities connected with school opening and closing.
 - 3.7.1.4. A teacher who renders service to the Employer at the request of the Employer outside of the regular operational calendar (plus the two (2) days for parent teacher interviews that are not indicated on the operational calendar) approved by the Employer (which could be up to two hundred (200) days) shall be paid at the rate of one two hundredth (1/200) of the rate of the total salary (three (3) hours or less, at one four hundredth (1/400th). Teachers in Division Office roles will be assigned the same number of days, but some may fall outside the regular operational calendar. It is understood that this provision is compatible with the school year as defined in section 205 subsection 2(b) of the *Education Act*.

3.7.2. Presentations At Teachers' Conventions

3.7.2.1. A teacher who is engaged by an Alberta Teachers' Association Convention as a speaker shall be entitled to retain any honorarium and / or stipend provided by the Convention Association in addition to their regular salary and allowances for that day.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations / Positions

The Employer may create or fill administrative positions other than those specifically enumerated in clause 4.2.3 hereof, provided that additional allowances are negotiated with Association Local No. 17 Teacher Welfare Committee's negotiating subcommittee before advertising and filling such position. If after ten (10) days from the time the notice is given to the committee no agreement is reached, the Employer may proceed to fill the position with the understanding that the amount of the allowance will be on the bargaining table at the next round of salary negotiations.

4.2. Administration Allowances

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

4.2.1. Principal Allowances

4.2.1.1. Principal Allowance Table

	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 of 100 students	\$ 16,268	\$ 16,349	\$ 16,553	\$ 16,884
101-200 students (per student rate)	\$ 29.77	\$ 29.92	\$ 30.29	\$ 30.90
201-300 students (per student rate)	\$ 24.74	\$ 24.86	\$ 25.17	\$ 25.67
301-400 students (per student rate)	\$ 21.46	\$ 21.57	\$ 21.84	\$ 22.28
401-500 students (per student rate)	\$ 21.37	\$ 21.48	\$ 21.75	\$ 22.19
501-600 students (per student rate)	\$ 20.62	\$ 20.72	\$ 20.98	\$ 21.40
601-700 students (per student rate)	\$ 19.48	\$ 19.58	\$ 19.82	\$ 20.22
701+ students (per student rate)	\$ 17.99	\$ 18.08	\$ 18.31	\$ 18.68

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

4.2.2. *Vice-Principal Allowances*

4.2.2.1. *Vice-Principal Allowance Table*

Base of 100 students	Effective until June 9, 2022	Effective June 10, 2022 0.50% Increase	Effective September 1, 2022 1.25% Increase	Effective September 1, 2023 2.00% Increase
	\$ 8,131	\$ 8,172	\$ 8,274	\$ 8,439
101-200 students (per student rate)	\$ 14.87	\$ 14.94	\$ 15.13	\$ 15.43
201-300 students (per student rate)	\$ 12.38	\$ 12.44	\$ 12.60	\$ 12.85
301-400 students (per student rate)	\$ 10.74	\$ 10.79	\$ 10.92	\$ 11.14
401-500 students (per student rate)	\$ 10.70	\$ 10.75	\$ 10.88	\$ 11.10
501-600 students (per student rate)	\$ 10.30	\$ 10.35	\$ 10.48	\$ 10.69
601-700 students (per student rate)	\$ 9.73	\$ 9.78	\$ 9.90	\$ 10.10
701+ students (per student rate)	\$ 9.00	\$ 9.05	\$ 9.16	\$ 9.34

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

4.2.3. *Additional Allowances*

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

4.2.3.2. *In addition to the salary specified in clause 3.2, there shall be paid additional allowances for other designated administrative positions as follows:*

Administrative Position	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
Division Coordinators	\$ 7,454	\$ 7,491	\$ 7,585	\$ 7,737
Teachers of Hutterite Colony schools	\$ 3,070	\$ 3,085	\$ 3,124	\$ 3,186
Self-Managed Team Member	\$ 3,070	\$ 3,085	\$ 3,124	\$ 3,186

Administrative Position	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
Curriculum & Instruction Leaders	\$ 3,070	\$ 3,085	\$ 3,124	\$ 3,186

4.2.3.3. *Note: Division Coordinators appointed prior to September 1, 2005, shall be paid an allowance of \$7,523 until August 31, 2022. Effective September 1, 2022, they will be placed on the above noted allowance.*

4.2.4. *The pupil (student) count for all administrative allowances as of September 30 in each school year and Kindergarten students shall be counted in the same fashion as they are counted for grant purposes by Alberta Education.*

4.3. Red Circling

4.3.1. When an administrator is transferred at the Employer's request, the affected administrator's administrative allowance shall not be reduced below the administrative allowance (inclusive of any negotiated adjustment for that school year) paid to the administrator prior to the transfer, for a period of three (3) years. At the commencement of the fourth (4) and subsequent years, the affected administrator's administrative allowance will be reduced by twenty per cent (20%) until the amount of the administrative allowance is equal to the new administrative allowance payable.

4.3.1.1. Notwithstanding clause 4.3.1, where school grade configuration changes made by the Employer that result in a school's enrollment being lowered, the Employer agrees to maintain the annual allowance being received at the time of the student transfers for one (1) year. At the commencement of the second (2) year, the affected administrator's allowance will be reduced by fifty per cent (50%). In the third (3) and subsequent years the administrative allowance will be based on the actual enrollment for the school.

4.3.2. When a principal is seconded by division office to work on a project basis, the principal will continue to receive the same allowance during the secondment that the principal was receiving just prior to being seconded.

4.4. Acting / Surrogate Administrators – Compensation

4.4.1. When in the absence of the principal, the vice-principal or other designee acts in their 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 4.2.1 effective the fifth (5) day and every consecutive day thereafter of the period during which they are designated.

- 4.4.2. In schools where there is not a vice-principal, a teacher shall be designated acting principal and will be paid in accordance with the administration formula specified in clause 4.2.1 effective the fifth (5) consecutive day of the principals absence and prorated in accordance with the service rendered.
- 4.4.3. Such designation shall terminate upon the return to duty of the principal or either the principal or vice-principal(s), or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

4.5. *Teachers with Principal and Assistant / Vice-Principal Designations*

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

provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.

4.6. Other Administrator Conditions

4.6.1. *Appointment and Allocation of Administrators*

4.6.1.1. *In a school where there are nine (9) or more teachers including the Principal, the Employer shall designate one (1) teacher to be vice-principal, unless an alternative administrative designation is deemed to be more practical after consultation and agreement between the Employer and the principal and staff of the school concerned.*

4.6.2. Lieu Days

4.6.2.1. Effective until August 31, 2023, principals and vice-principals shall each receive one (1) day in lieu per year as recognition for time worked outside of the approved school calendar. This day is not subject to carry-over or payout.

4.6.2.2. Effective September 1, 2023, principals and vice-principals shall receive two (2) days in lieu per year as recognition for time worked outside the school calendar approved by the Employer. These days are not subject to carry-over or payout.

5. **SUBSTITUTE TEACHERS**

5.1. *Rates of Pay*

5.1.1. *Substitute teachers shall be paid a per diem rate, the amount of which as follows:*

5.1.2. *Full Day Rate*

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

5.1.2.2. *Effective June 10, 2022 (0.50% Increase), the substitute teachers' daily rates of pay will be \$201.00 plus six per cent (6%) vacation pay of \$12.06 for a total of \$213.06.*

5.1.2.3. *Effective September 1, 2022 (1.25% Increase), the substitute teachers' daily rates of pay will be \$215.72 plus two per cent (2%) in lieu of benefits, \$4.32 for a total of \$220.04.*

5.1.2.4. *Effective September 1, 2023 (2.00% Increase), the substitute teachers' daily rates of pay will be \$220.04 plus two per cent (2%) in lieu of benefits, \$4.40 for a total of \$224.44.*

5.1.3. *Half Day Rate*

5.1.3.1. *Effective until June 9, 2022, will be \$119.47 per half day inclusive of vacation pay.*

5.1.3.2. *Effective June 10, 2022 (0.50% Increase) will be \$120.07 per half day inclusive of vacation pay.*

5.1.3.3. *Effective September 1, 2022 (1.25% Increase) will be \$121.57 plus two per cent (2%) in lieu of benefits, \$2.43 for a total of \$124.00.*

5.1.3.4. *Effective September 1, 2023 (2.00% Increase) will be \$124.00 plus two per cent (2%) in lieu of benefits, \$2.48 for a total of \$126.48.*

5.2. *Commencement of Grid Rate*

5.2.1. *Number of days to go on grid: A substitute teacher who teaches three (3) or more consecutive days in the same teaching position shall be paid effective the fourth (4) day and every consecutive day thereafter a daily rate equivalent to one two hundredth (1/200) 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. *Other Substitute Teacher Conditions*

5.3.1. *Booking of Substitutes*

5.3.1.1. *When a substitute teacher is required for a period in excess of four (4) consecutive teaching days in the same teaching assignment, the same substitute teacher shall be retained unless the substitute teacher is unwilling to continue the assignment.*

5.3.1.2. *A substitute teacher will be hired when all school administrators are absent from a school for a half-day (1/2) or longer where reasonably practicable on instructional days. Excluded from this provision and from 'instructional days' are Career High / Outreach / Institutional Programs / Home Based Education Programs and Summer School, Self-managed teams, Hutterite Colony schools, inclement weather days, sports / events days, and exam days.*

5.3.2. Cancellation of Assignment

5.3.2.1. Substitute teachers shall receive, at minimum, twenty-four (24) hours' notice of cancellation of assignment. During this twenty-four (24) hours' notice period, the substitute may be offered an alternative assignment at the same school. Should the substitute decline the alternative assignment, the substitute shall not be paid.

5.4. Substitute teachers who provide service at Reed Ranch, as a result of having a compressed week (designated as a four (4) day week school), shall be booked as one point two zero (1.20) FTE for each day worked, with a minimum booking of point six (0.60) FTE.

5.5. Assigned Duties of Teacher Replacing

5.5.1. When a substitute teacher is hired, they shall follow the schedule, including prep / unassigned time (if tasks were provided by the absent teacher), of the teacher the substitute teacher is replacing except where the substitute teacher is replacing an administrator or where the teacher's schedule would be less than one point zero (1.0) FTE and the Employer is obligated to pay for a full sub day. In emergent circumstances it is acknowledged that the school administrator retains the ability to make changes to the assignments of teachers, including substitute teachers, in their school.

5.6. Injury on the Job

5.6.1. A substitute teacher who suffers a physical injury while teaching with the Employer, which is verified in writing by a physician, who is unable to work and is not covered by Worker's Compensation Board (WCB), shall receive up to five (5) days of substitute pay.

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 and group insurance plan premiums which corresponds to the fraction of time taught.*

6.3. Other Part-time Teacher Conditions

- 6.3.1. A timetable for a part-time teacher shall be contiguous, where reasonably practicable. A part-time teacher whose timetable is not able to be made contiguous will be provided with the rationale for the decision.
- 6.3.2. A part-time teacher will be provided with the rationale for the decision if their FTE is altered.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier, and Premiums

- 7.1.1. *When enrolment 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:*
 - 7.1.2.1. *Alberta School Employee Benefit Plan (ASEBP) Extended Disability Benefit, Plan D, Life Insurance Plan 2 and Accidental Death and Dismemberment Insurance, Plan 2: One hundred per cent (100%) of each teacher's monthly premium.*
 - 7.1.2.2. *ASEBP Extended Health Care Plan 1: One hundred per cent (100%) of each teacher's monthly premium.*
 - 7.1.2.3. *ASEBP Dental Care Plan 3: One hundred per cent (100%) of each teacher's monthly premium.*
 - 7.1.2.4. *Alberta Health Care: Ninety-seven point five per cent (97.5%) of each teachers' monthly premium. This clause expires September 1, 2022.*
 - 7.1.2.5. *ASEBP Vision Care Plan 3: One hundred per cent (100%) of each teacher's monthly premium.*
- 7.1.3. *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.*
- 7.1.4. *Provided that it is consistent with the provisions of the Federal Income Tax Act, the Employer's contributions under this article will be applied in the most tax advantageous manner for each teacher enrolled.*

7.2. Group Benefits Eligibility

- 7.2.1. *Subject to the provisions of the master policies, all teachers appointed to the staff of the Employer after the signing of this Collective Agreement shall be required to enroll in the ASEBP Plans. All teachers enrolled in the*

plans on the signing date of this Collective Agreement shall continue to be enrolled in the plans. A teacher may be exempted from participation in the Extended Health Care Plan, the Dental Plan and the Vision Plan upon submitting proof of participation in these or similar plans through their spouse.

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

7.3.1. *The Employer agrees to contribute for each school year an amount equal to \$725.00 in twelve (12) equal monthly installments, to an account for the benefit of each eligible teacher and their dependent(s) which, at the annual option of the teacher, may be used for either or both of Health Spending and Wellness Spending purposes. Eligible teachers are those teachers eligible to participate in the benefit plans. Teachers whose assignment is less than point five (0.5) FTE will have this amount pro-rated based on their FTE.*

7.3.2. *Teachers with Health Spending Account balances greater than \$725 shall be allowed to carry forward any current unused balance to the extent permitted by the Canada Revenue Agency (CRA).*

7.4. Other Group Benefits

7.4.1. Employment Insurance Premium Reduction

7.4.1.1. *Payments towards group insurance plans by the Employer shall permit it to retain and not pass on to teachers, any rebates of premiums otherwise required under the Canada Employment and Immigration Commission regulations.*

7.4.2. Prepayment of Benefit Contributions

7.4.2.1. *Any leave where a teacher would have to pay for their own benefits, they shall have the option to prepay for benefit contributions.*

7.4.3. Continuation of Benefits

7.4.3.1. *Teachers whose contract of employment ends at the completion of a school year and who sign a new contract for the following school year shall have their benefits continue over the summer break.*

7.4.4. Retired Teacher Group Benefits

7.4.4.1. *Where a retired teacher is ineligible for regular group benefits with ASEBP and is employed on a temporary contract by the Employer, the Employer agrees to pay up to the same premium contributions to the teacher as provided in article 7 Group Benefits. Payment will only be made upon receipt of expense*

claims, showing benefit costs paid by the teacher up to the maximum of ASEBP rates.

7.4.4.2. When a teacher continues employment beyond age 70 and is therefore no longer eligible for regular benefits with ASEBP, the Employer will pay up to the same premium contributions to the teacher as provided in clause 7.1. Payment will be made upon receipt of actual expense claims up to the maximum of ASEBP rates and in accordance with the applicable terms of the Collective Agreement.

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 2017-2018 school year

8.1.1. Effective September 1, 2022, teacher instructional time will be capped at 916 hours per school year commencing the 2022-2023 school year.

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

8.2. Assignable Time Definition

8.2.1. Assigned Time is defined as the amount of time that 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. *Other Conditions of Practice*

- 8.3.1. *No teacher shall be required to render service for more than two hundred (200) days or the equivalent in a school year, exclusive of designated and statutory holidays unless mutually agreed.*
- 8.3.2. *Special Needs Students*
- 8.3.2.1. *When a student with special needs is placed in a regular class setting, the teacher will:*
 - 8.3.2.2. *be invited to participate in education-related case conferences prior to the placement with personnel associated with the placement of the student;*
 - 8.3.2.3. *have access to information that in the opinion of the Employer or its designee is pertinent to the placement; and*
 - 8.3.2.4. *be provided in-service training to meet the needs of the student provided the Employer or its designee deem the training necessary.*

8.3.3. *Duty Free Lunch*

8.3.3.1. *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.*

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

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

8.3.3.4. *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. *New Teacher Orientation*

8.4.1. *Teachers who attend the new teacher orientation and follow up dates on non-school days shall receive one two-hundredth (1/200th) of their annual salary per day and shall have their benefits commence on the first day of orientation.*

8.5. *Colony Teachers' Condition of Practice*

8.5.1. *Effective September 1, 2023, the Employer will honour all Hutterite religious holidays as colony teacher additional Professional Learning days.*

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. *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 \$37,572.*
 - 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 prorated 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 their duties following the expiry of their 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 their two (2) years service following such leave, repayment of sabbatical leave salary shall be made to the Employer on a prorated basis. Teachers on extended disability 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 1, applications must be made on or before April 30.*
- 9.2.9. *All applicants shall be informed of the Employer's decision immediately following the regular May Employer meeting.*
- 9.3. Individual Teacher-Directed Professional Funds
 - 9.3.1 The Employer will provide the individual teacher-directed professional funds to a maximum of \$400 (pro-rated by FTE) and one (1) substitute day per year (not pro-rated). A rollover of three (3) years will be allowed on the funds (to \$1,200 and three (3) substitute days).

10. SICK LEAVE / MEDICAL CERTIFICATES AND REPORTING

- 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.*
 - 10.1.1. *In the first (1) 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.

- 10.1.2. *During the second 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.*
- 10.1.3. *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.*
- 10.2 *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability, or sickness for a period of more than three (3) consecutive teaching days may be required to present a medical certificate following the fifth (5) teaching day of absence.*
 - 10.2.1. *When a teacher has been absent on sick leave in excess of twenty (20) consecutive days and wishes to return to work the teacher may be required by the Employer, at the Employer's expense, to provide medical evidence stating that the teacher is fit to perform regular duties.*
- 10.3 *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability, or sickness for a period of three (3) teaching days or less may be required to present a signed statement giving the reason for such absence.*
- 10.4 *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 ASEBP.*
 - 10.4.1. *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 or lockout.*
- 10.6 *When a teacher leaves the employ of the Employer, all accumulated sick leave shall be cancelled.*
 - 10.6.1. *Notwithstanding clause 10.6, in the case of a teacher who has had one (1) or more years of continuous service with the Employer, and within two (2) years is re-employed by the Employer, the teacher shall have entitlement to ninety (90) calendar days of sick leave reinstated.*

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 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 a 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 two (2) weeks' notice where possible, a teacher shall be granted up to three (3) personal leave days per school year subject to operational feasibility.*

12.2. *Two (2) of these days shall be at no cost to the teacher / principal. If these days are not used at the end of the school year, they will be accumulated at a rate of one (1) day per school year to a maximum of five (5) days.*

12.3. *For the other day, the cost of a substitute, including benefits, shall be borne by the teacher.*

12.4. *A teacher / principal may not use more than four (4) personal leave days in one (1) school year, unless approved by the superintendent.*

12.5. *Article 12 shall be applicable to part-time teachers on a basis pro-rated to the period of the teacher's actual service in the year bears to a year of full-time service.*

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.*

13.2. *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

Leave of absence shall be granted under the following conditions:

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized leave of absence approved by the Employer pursuant to section 111(1)(d)(i) of the Education Act, 2020.

14.1. Critical Illness and Bereavement Leave

14.1.1. A teacher is entitled to not more than five (5) teaching days for each occurrence because of the critical illness and not more than five (5) teaching days for death of spouse, child (including step or foster child), parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a relative who is a member of the teacher's household and up to three (3) teaching days to attend the funeral of aunts or uncles, or nieces or nephews of the teacher or spouse, or for close personal friends.

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 and benefits shall be provided to the non-birthing teacher at the time of the birth of each child and shall be taken within two (2) weeks of the birth.

14.3 Family Medical Leave

14.3.1. A teacher shall be entitled to use sick leave where the teacher's presence is required, by the physician, for non-routine medical procedures for a child or spouse or household member.

14.4 Family Needs Leave

14.4.1. A teacher shall be granted one (1) day leave of absence with pay and benefits per school calendar year for the purpose of supporting a teacher's child, spouse, or other dependent family member when taking care of obligations / needs where the assistance of the teacher is required. Any absence from the work site for family needs leave shall be recorded as such. The reduction in the entitlement for each occurrence of family needs leave shall be a minimum of one-half (1/2) day.

14.5 Convocation / University Examination Leave

14.5.1. A teacher is entitled to a leave of absence with pay for one (1) day when the leave is required to attend high school graduation or convocation at a post-secondary institution at which the teacher or the teacher's son, daughter, spouse, or parent is graduating. Post-secondary institution includes fire, police, military, and other non-traditional / vocational institution.

14.5.2. A teacher is entitled to a leave of absence with pay for one (1) day per calendar year to write an examination related to the teacher's academic studies.

14.6 Inclement Weather / Impassable Roads Leave

14.6.1. A teacher who, despite reasonable effort, is unable to travel to their school from their usual 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 their salary for the periods of absence so occasioned.

14.7 Jury Duty / Court Appearance Leave

14.7.1. When a teacher is required to serve on a jury or is subpoenaed to appear in the courts as a witness, the Employer will continue to pay the teacher's full salary provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses) received by the teacher from the courts is remitted to the Employer.

14.8 Discretionary Leave

14.8.1. Additional leaves of absence may be granted by the Employer with or without pay.

14.9 General Leave of Absence

14.9.1. The Employer may grant leaves of absence without pay and without benefits.

14.9.2. Such leaves shall be for up to one (1) year, renewable upon successful application for a second (2) year.

14.9.3. Application for renewal must be made by March 1 of the first (1) year of leave.

14.9.4. Such leave shall not entitle the teacher to greater employment consideration than active teachers.

14.9.5. A teacher on such leave shall be returned to the same or an equivalent position within the division if the same position is no longer available.

15. GRIEVANCE PROCEDURE

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

15.1. *This procedure applies to differences:*

- 15.1.1. *about the interpretation, application, operation, or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
 - 15.1.2. *where the Association asserts that terms are implied or incorporated into the Collective Agreement including the question of whether such a difference is arbitrable; and,*
- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the Superintendent or designate and the Associate Coordinator—Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the 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- (3-) member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three- (3-) member arbitration board, and the nominees shall endeavour to select an independent Chair.*
 - 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second (2) 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. *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 clause 15.16.1 or 15.16.2, TEBA will provide written notice to the Superintendent or designate, and the Associate Coordinator—Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*

15.16.4. *In instances where TEBA assumes carriage over a grievance process, all references to 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 available in each school copies of the Collective Agreement for each teacher. Upon engagement, each new teacher shall be given a copy. Costs shall be shared equally between the Employer and the Association Local No. 17.

16.1.2. Newly appointed teachers may be required to present a medical certificate establishing that they are fit for duties.

16.2. Transfers

16.2.1. When the Employer requests a teacher to transfer to another school which is at least seventy (70) kilometers from the currently assigned school, it shall move the teacher or shall pay reasonable moving expenses necessarily incurred within one (1) year of the commencement date of the new assignment, due to such transfer.

SIGNATURE PAGE

DATE OF AGREEMENT

IN WITNESS THEREOF, the parties hereto execute this Collective Agreement by affixing hereto the signatures of their proper officers on their behalf.

DATED this _____ day of _____, 2023.

The Chinook’s Edge School Division

The Alberta Teachers’ Association

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 clause 1(a) of this Letter of Understanding, the Association and / or TEBA may refer the matter to the Trial Expedited Arbitration Process.*

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING 2:
RE: INTERIM GRIEVANCE PROCEDURE

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

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

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

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

TRANSITION OF EXISTING GRIEVANCES

1. *For grievances filed under article 15 (Central Grievance Procedure) of 2018-20 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
 - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*

- b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*
2. *For grievances filed under article 16 (Local Grievance Procedure) of 2018-20 teacher Collective Agreements prior to February 1, 2022, the 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 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 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 (3) member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three (3) member arbitration board, and the nominees shall endeavour to select an independent Chair.*
 - 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*

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

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

15.15.1. *the Employer and the Association; and,*

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

15.16. *TEBA Involvement in Grievance Proceedings*

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

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

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.

LETTER OF UNDERSTANDING 3:

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

During the term of this Agreement, if the proclamation of the above noted legislation results in additional costs for teachers or 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 (1) day and require an agreed upon Statement of Facts.*
2. *As an alternative to the arbitration process set out in article 15, two (2) days at the end of each October, March, and June shall be held for Expedited Arbitrations in accordance with this article. No more than two (2) cases shall be heard on any single (1) day, with a maximum of four (4) cases over the course of two (2) days.*
3. *The Association, TEBA, and Employers with grievance(s) that may be suited for an Expedited Arbitration, shall meet during the first (1) 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 clause 3, and / or mutually agreeing to book alternative dates to those in clause 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 school divisions and teachers to explore appropriate models for working conditions in the distributed education environment to inform future negotiations;

NOW THEREFORE THE PARTIES AGREE THAT:

1. *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

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

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

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

3.4.1. *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the 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 1 and February 1.*

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

LETTERS OF UNDERSTANDING: LOCAL

LETTER OF UNDERSTANDING #10:

NON-ROUTINE PROCEDURES

Non-routine procedures / treatments are of a more serious nature than other health-related needs that extend beyond regular patient care and include, but are not limited to, specialists' appointments, diagnostic tests, procedures, and surgeries that are neither regular nor expected. Non-routine procedures are often upon referral from the patient's regular health care provider and include (but are not limited to):

- *Treatment that may not be available outside the hours of the school day, nor on days when the teacher is scheduled to be teaching or rendering other service;*
- *Treatment that may normally be available outside the regular teaching day, but that requires travel to the treatment facility which therefore requires medical leave time;*
- *Complications arising from a common illness when emergency treatment is required;*
- *Scheduling (and re-scheduling) by health care providers beyond the control of the teacher.*

This definition does not apply to seasonal or other common causes of illness.

**LETTER OF UNDERSTANDING #11:
TRANSFER PROCESS AND TEACHERS' MATTER**

The Employer will review the transfer and intent form process with the members of Teachers Matter¹ at the meeting closest to the start of the transfer process each year. The intent is to enable the Teachers Matter members to disseminate the information to their colleagues.

¹ Teachers Matter Means “a representative body of teachers including the local president or designate”.

LETTER OF UNDERSTANDING #12:
PROFESSIONAL DEVELOPMENT

The Employer will maintain and Administrative Procedure that addresses Professional Development, currently it is AP 4-30 Staff Professional Development Funds, and amend the AP to include tuition reimbursement.

ADDENDUM 1

All teachers employed part-time and receiving full group insurance plan premium contributions from the Employer under the 1993-95 Bow Valley Agreement shall continue to receive said benefits while under the continuous employ of the Employer.

MATERNITY LEAVE SUPPLEMENTATION PLAN

1. PURPOSE

The purpose of the plan is to supplement the employment insurance benefits received by female or born female employees of The Chinook's Edge School Division for temporary unemployment caused by the health-related portion of the employee's maternity leave.

2. COVERAGE

The group of employees covered by this particular maternity leave supplementation plan include all female or born female staff of the Employer who are paid in accordance with the provisions of the Collective Agreement between the Association and the Employer, and who have served continuously for at least twelve (12) months prior to the commencement date of the maternity leave.

3. THE PLAN

The employee agrees to apply for employment insurance benefits when the employee becomes eligible for the same. The Employer agrees to supplement the employment insurance benefits received by the employee equal to the employee's normal weekly earnings during the health-related portion of the leave, falling within the employment insurance entitlement period.

The supplemental benefit shall replace sick leave benefits and the teacher shall have no access to sick leave benefits during maternity leave with the exception of illness claims occurring prior to the commencement of the employee's employment insurance entitlement period.

4. TERMS AND CONDITIONS OF PAYMENT

To be eligible for payments under the plan, an employee must apply for and be in receipt of employment insurance benefits except in the circumstance that the employee is serving the two (2) week employment insurance waiting period.

The employee must verify for the Employer the receipt of such benefits by providing to the Board, a copy of the 'My Current Claim' document printed from their electronic Service Canada Account page.

The employee shall not be entitled to payment under the supplementation plan until such time as:

The Employer has verified the receipt of the employment insurance benefit, and

The employee has provided medical evidence confirming the health-related reason for absence from work during the maternity leave.

The Employer shall pay its portion of each employee's group insurance plan premiums during the health-related portion of the employee's maternity leave. The remainder of the maternity leave not covered by the health-related portion shall be without pay and without the Employer contributions to group insurance plan premiums.

5. BENEFIT DURATION

The Employer agrees to supplement employment insurance benefits for a maximum of seventeen (17) weeks or for the health-related portion of the employee's maternity leave, whichever is less. The employee shall not be entitled to any supplementation of employment insurance benefits for any period during which the employee would not have taught but for being on maternity leave.

6. EXTENDED DISABILITY

The Employer shall advise each teacher to apply for extended disability benefits at least thirty (30) days in advance of their expected eligibility for such benefit. After ninety (90) consecutive calendar days of disability, the teacher shall apply for extended disability benefits and no further salary, group insurance plan premiums, or supplementation of employment insurance benefits shall be payable by the Employer.

7. PLAN DURATION

This plan will come into effect as of September 1, 1995 and will continue in effect for the duration of this Collective Agreement.

8. ACCUMULATED BENEFITS

Payments received under the supplementation plan will not reduce the claimant's accumulated sick leave, vacation leave, severance pay or any other accumulated credits from employment.