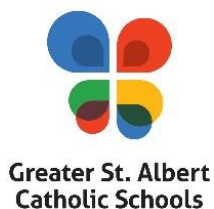


COLLECTIVE AGREEMENT

[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 GREATER ST. ALBERT ROMAN CATHOLIC
SEPARATE SCHOOL DIVISION**



and



THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024

Table of Contents

Article	Article Name	Page Number
1.	APPLICATION / SCOPE.....	3
2.	TERM.....	4
3.	SALARY.....	8
4.	ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE.....	14
5.	SUBSTITUTE TEACHERS.....	18
6.	PART TIME TEACHERS.....	20
7.	GROUP BENEFITS.....	22
8.	CONDITIONS OF PRACTICE.....	24
9.	PROFESSIONAL DEVELOPMENT.....	26
10.	SICK LEAVE.....	28
11.	MATERNITY, ADOPTION AND PARENTAL LEAVE.....	30
12.	PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE.....	32
13.	ASSOCIATION LEAVE AND SECONDMENT.....	32
14.	OTHER LEAVES.....	33
15.	GRIEVANCE PROCEDURE.....	36
16.	EMPLOYMENT.....	40
	SIGNATORIES.....	41
	LETTERS OF UNDERSTANDING: CENTRAL.....	42
	LETTERS OF UNDERSTANDING: LOCAL.....	59
	APPENDIX A: PHYSICIAN'S RETURN TO WORK CERTIFICATE.....	62
	APPENDIX B: LETTER OF INTENT #1: WORKING RELATIONSHIP.....	63
	APPENDIX C: LETTER OF UNDERSTANDING-STAFFING PROCESS.....	634
	APPENDIX D: MEMORANDUM OF UNDERSTANDING-SICK LEAVE ENTITLEMENT.....	635

This collective agreement is made this _____ day of _____, 2023 between The Greater St. Albert Roman Catholic Separate School Division (“Division”) and The Alberta Teachers’ Association (“Association”).

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

Effective June 10, 2022, **AND 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.

As partners, the Division and its teachers are committed to the development of quality education opportunities for students in the context of Catholic Christian values. The Division and its teachers acknowledge that this commitment will be realized when effective communications and a relationship based on mutual trust exist between the parties.

The teachers recognize that basic to the proper management and administration of the school system, it is the Division’s right and responsibility to formulate and adopt policy and regulations, not specifically limited by the terms of this agreement. The Division will exercise its rights in a fair and reasonable manner consistent with the mission statement, beliefs, and values of the Division.

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

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

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

1. APPLICATION / SCOPE

- 1.1. *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
- 1.2. **Excluded Positions:** Superintendent, Deputy Superintendent, Assistant Superintendent and Associate Superintendent
- 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 Division from each teacher’s month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4. *The Association is the bargaining agent for each bargaining unit and:*

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

1.5. Role of TEBA

- 1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employer 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 Divisions and to bind the Divisions in any agreement with respect to central terms.*
- 1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
- 1.5.3. *For the purpose of bargaining collectively with the Association, a Division has, with respect to local bargaining, exclusive authority to bind the Division in any agreement with respect to local terms.*
- 1.6. *The Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7. *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8. *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9. *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10. *All provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2. List Bargaining

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

2.3. Central Matters Bargaining

- 2.3.1. *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding Section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than fifteen (15) days and not more than thirty (30) days after the central matters and local matters have been determined.*
- 2.3.2. *A notice referred to in Subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in Section 59(1) of the Labour Relations Code.*

2.4. Local Bargaining

- 2.4.1. *Notwithstanding Section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a Division or the Association must be served after, but not more than sixty (60) days after, the collective agreement referred to in Section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*
- 2.4.1.1. *The Association shall address its notice of intent to the Secretary-Treasurer of the Board and the Board shall address its notice of intent to the Coordinator, Teacher Welfare, the Association.*
- 2.4.2. *A notice referred to in Subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in Section 59(1) of the Labour Relations Code.*

2.5. Bridging

- 2.5.1. *Notwithstanding Section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until*
- a) *a new collective agreement is concluded, or*
- b) *a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*
- 2.5.2. *If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under Section 11(4) of PECBA or the central terms have otherwise been settled.*

2.6. Meet and Exchange

- 2.6.1. *For central table bargaining, representatives of the Association and TEBA shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.*
- 2.6.2. *For local table bargaining, representatives of the Association and a Division shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first meeting, the Association and Division shall exchange details of all amendments sought.*
 - 2.6.2.1. *The initial meeting(s) shall be used to establish ground rules and procedures to be used in collective bargaining.*

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

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

- 2.8.1. *As the Association is the bargaining agent for the teachers employed by the Division. The Division shall provide to the Association at least twice each year, no later than October 31st and March 31st, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Division will identify teachers on leaves of absence greater than five (5) months. Nothing in this article prevents the Division from providing the information on a more frequent basis.*
- 2.8.2. *The Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December:*
 - 2.8.2.1. *Teacher distribution by salary grid category and step as of September 30th;*
 - 2.8.2.2. *Health Spending Account (HSA) / Wellness Spending Account (WSA) / Registered Retirement Savings Plan (RRSP) utilization rates;*
 - 2.8.2.3. *Most recent Division financial statements;*
 - 2.8.2.4. *Total benefit premium cost;*

2.8.2.5. *Total substitute teacher cost; and*

2.8.2.6. *Total allowances cost.*

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

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

2.8.1.1. *name,*

2.8.1.2. *certificate number,*

2.8.1.3. *home address,*

2.8.1.4. *personal home phone number,*

2.8.1.5. *the name of their school or other location where employed,*

2.8.1.6. *contract type,*

2.8.1.7. *full time equivalency (FTE), and*

2.8.1.8. *salary grid placement.*

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

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

2.8.2.1. *HSA / WSA / RRSP utilization rates;*

2.8.2.2. *Most recent Division financial statements;*

2.8.2.3. *Total benefit premium cost;*

2.8.2.4. *Total substitute teacher cost;*

2.8.2.5. *Total principal / vice-principal / assistant principal allowance cost;*

2.8.2.6. *Total other allowance cost; and*

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

3. SALARY

3.1. Salary Pay Date / Schedule

- 3.1.1. *The salary schedule shall be applied on a full increment basis.*
- 3.1.2. *The regular date of payment shall be on the twenty-fifth (25th) of each month except when the twenty-fifth (25th) falls on a weekend or holiday then the payment shall be on the last day prior to the said weekend or holiday.*
- 3.1.3. *Substitute teachers shall receive payment on the tenth (10th) of the month following the month of provision of service.*

3.2. Grid

- 3.2.1. *The Division shall pay all teachers the salaries and allowances as provided for in this collective agreement.*
- 3.2.2. *The amount of university education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the Division.*
- 3.2.3. *Teacher Salary Grids*

3.2.3.1. *Effective until June 9, 2022*

EXPERIENCE	EDUCATION		
	FOUR	FIVE	SIX
0	\$ 59,067	\$ 62,580	\$ 66,613
1	\$ 62,506	\$ 66,021	\$ 70,045
2	\$ 65,927	\$ 69,459	\$ 73,484
3	\$ 69,361	\$ 72,888	\$ 76,905
4	\$ 72,804	\$ 76,329	\$ 80,340
5	\$ 76,329	\$ 79,844	\$ 83,866
6	\$ 79,844	\$ 83,364	\$ 87,381
7	\$ 83,364	\$ 86,881	\$ 90,903
8	\$ 86,881	\$ 90,404	\$ 94,418
9	\$ 90,404	\$ 93,918	\$ 97,942
10	\$ 93,918	\$ 97,436	\$ 101,456

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

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

EXPERIENCE	EDUCATION		
	FOUR	FIVE	SIX
0	\$ 59,362	\$ 62,893	\$ 66,946
1	\$ 62,819	\$ 66,351	\$ 70,395
2	\$ 66,257	\$ 69,806	\$ 73,851
3	\$ 69,708	\$ 73,252	\$ 77,290
4	\$ 73,168	\$ 76,711	\$ 80,742
5	\$ 76,711	\$ 80,243	\$ 84,285
6	\$ 80,243	\$ 83,781	\$ 87,818
7	\$ 83,781	\$ 87,315	\$ 91,358
8	\$ 87,315	\$ 90,856	\$ 94,890
9	\$ 90,856	\$ 94,388	\$ 98,432
10	\$ 94,388	\$ 97,923	\$ 101,963

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

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

EXPERIENCE	EDUCATION		
	FOUR	FIVE	SIX
0	\$ 60,104	\$ 63,679	\$ 67,783
1	\$ 63,604	\$ 67,180	\$ 71,275
2	\$ 67,085	\$ 70,679	\$ 74,774
3	\$ 70,579	\$ 74,168	\$ 78,256
4	\$ 74,083	\$ 77,670	\$ 81,751
5	\$ 77,670	\$ 81,246	\$ 85,339
6	\$ 81,246	\$ 84,828	\$ 88,916
7	\$ 84,828	\$ 88,406	\$ 92,500
8	\$ 88,406	\$ 91,992	\$ 96,076
9	\$ 91,992	\$ 95,568	\$ 99,662
10	\$ 95,568	\$ 99,147	\$ 103,238

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

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

EXPERIENCE	EDUCATION		
	FOUR	FIVE	SIX
0	\$ 61,306	\$ 64,953	\$ 69,139
1	\$ 64,876	\$ 68,524	\$ 72,701
2	\$ 68,427	\$ 72,093	\$ 76,269
3	\$ 71,991	\$ 75,651	\$ 79,821
4	\$ 75,565	\$ 79,223	\$ 83,386
5	\$ 79,223	\$ 82,871	\$ 87,046
6	\$ 82,871	\$ 86,525	\$ 90,694
7	\$ 86,525	\$ 90,174	\$ 94,350
8	\$ 90,174	\$ 93,832	\$ 97,998
9	\$ 93,832	\$ 97,479	\$ 101,655
10	\$ 97,479	\$ 101,130	\$ 105,303

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

3.2.4. **Salary Adjustment:**

- 3.2.4.1. **Termination of Teaching between One Hundred (100) and Two Hundred (200) Days:** *A full-time teacher under contract for a period including all the teaching days of a school year, but who teaches one hundred (100) or more days, shall be paid on a one-twelfth (1/12th) basis for each month and adjusted in June or on completion of service for that school year to their full annual salary less one two-hundredth (1/200th) part of their annual salary for each day upon which they did not teach.*
- 3.2.4.2. **Termination of Teaching after One Hundred (100) Days:** *Notwithstanding clause 3.2.4.1, a full-time teacher under contract for a period including all the teaching days of a school year, but who terminates their service prior to the end of the school year, but having taught one hundred (100) days, shall be paid on a one-twelfth (1/12th) basis for each month and adjusted upon termination of service to one two-hundredth (1/200th) part of their annual salary for each day taught.*
- 3.2.4.3. **Termination of Teaching before One Hundred (100) Days:** *A full-time teacher under contract for a period including all the teaching days of a school year but who teaches fewer than one hundred (100) teaching days, shall be paid on a one-twelfth (1/12th) basis for each month and adjusted upon termination of service to one two-hundredth (1/200th) part of their annual salary for each day taught.*
- 3.2.4.4. **Contract Period less than Two Hundred (200) Days:** *A full-time teacher under contract for a period that does not include all the teaching days of a school year shall be paid on a one-twelfth (1/12th) for each month and adjusted upon termination of service to one two hundredth (1/200th) part of their annual salary for each day taught.*

3.3. Education

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

3.4. Experience

Teachers shall:

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

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

Prior Experience

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

c) *The written confirmation is signed by an authorized officer of the previous school division.*

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

Effective until June 9, 2022

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

Effective June 10, 2022, repeal 3.4.10

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

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

3.5.1. *A CTS trade teacher is a person, who has a valid Alberta teaching certificate, and instructs at least half time of a full-time equivalent (0.5 FTE) in their area of trade certification as a journeyperson.*

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

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

3.5.4. *Industrial trade experience will only be recognized if the teacher holds a journeyperson certification, as a condition of employment by the Division, and if:*

a) *the teacher instructs in their area of trade certification as a journeyperson, on at least a zero point five (0.5) FTE basis, and*

b) *the teacher's prior industrial trade experience through verifiable employment was obtained while holding a valid journeyperson certificate for the area in which the teacher will be teaching, and*

- c) *the verifiable documents provided are either from a third-party employer, or, in the case of self-employment, filed tax returns which confirm work in the area for which the teacher holds a valid journeyman certificate and will be teaching.*

3.6. Other Rates of Pay

- 3.6.1. Teachers required to teach at more than one (1) site, in a given school day, and are preapproved to use their own vehicle, shall be compensated for travel between sites at the per kilometrage rate approved by the Division.
- 3.6.2. A teacher who is engaged by an Alberta Teachers' Association Convention Association 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 provided the leave is approved by the Division.

3.7. Service Outside the Operational Days

- 3.7.1. A teacher who is not already in receipt of a designation included in clause 4.1 and is required to render service outside of the operational days at the request and with written approval of the superintendent or designate, shall receive one two-hundredth (1/200th) of that teacher's annual salary for each day of work, or one four-hundredth (1/400th) of that teacher's annual salary for each half (1/2) day of work.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Administration Allowances

- 4.1.1. *All Allowances, except for the principal allowance, shall be pro-rated based on the total FTE.*
- 4.1.2. *Allowances shall only be paid for the period of the school year the teacher is in the position.*
- 4.1.3. *In addition to the salary rates, there shall be paid functional allowances as follows:*
- 4.1.4. *Principals shall be paid an allowance at the per annum rate a sum equal to nineteen-point-seven five percent (19.75%) of the maximum of the fourth (4th) year of teacher training.*
- 4.1.4.1. *Effective until June 9, 2022; as well, each principal shall be paid the per annum ratio rate of \$299.04 per full-time equivalent teacher, as set at September 30th of the teaching year, in the school in which they are the designated principal. A qualified teacher appointed to the position of Division Principal shall maintain the salary and allowance they received at the previous position held within the Division.*

- 4.1.4.2. *Effective June 10, 2022, 0.50% increase; as well, each principal shall be paid the per annum ratio rate of \$300.54 per full-time equivalent teacher, as set at September 30th of the teaching year, in the school in which they are the designated principal. A qualified teacher appointed to the position of Division Principal shall maintain the salary and allowance they received at the previous position held within the Division.*
- 4.1.4.3. *Effective September 1, 2022, 1.25% increase; as well, each principal shall be paid the per annum ratio rate of \$304.30 per full-time equivalent teacher, as set at September 30th of the teaching year, in the school in which they are the designated principal. A qualified teacher appointed to the position of Division Principal shall maintain the salary and allowance they received at the previous position held within the Division.*
- 4.1.4.4. *Effective September 1, 2023, 2.00% increase; as well, each principal shall be paid the per annum ratio rate of \$310.39 per full-time equivalent teacher, as set at September 30th of the teaching year, in the school in which they are the designated principal. A qualified teacher appointed to the position of Division Principal shall maintain the salary and allowance they received at the previous position held within the Division.*
- 4.1.4.5. *Notwithstanding any other provision in the collective agreement, principals shall receive a minimum allowance of twenty-five thousand dollars (\$25,000.00) annually, prorated based on FTE.*
- 4.1.5. *Vice-principals shall be paid fifty-five percent (55%) of the principal's rate.*
 - 4.1.5.1. *The minimum allowance for vice-principal will be adjusted in accordance with current proportionality to the principal allowance.*
- 4.1.6. *A teacher designated as a Director shall be paid thirty-eight percent (38%) of the maximum of the fourth (4th) year of teacher training.*
- 4.1.7. *Effective August 24, 2023, notwithstanding any other provision in the Collective Agreement, a teacher designated as the Academy Administrator shall be paid a per annum allowance equal to 94% of the minimum principal allowance as described in clause 4.1.4.5.*
- 4.1.8. *A teacher designated to act as a Consultant shall be paid a per annum allowance equal to eighteen percent (18%) of the maximum of the fourth (4th) year of teacher training.*
- 4.1.9. *A teacher designated to act as a Coordinator shall be paid a per annum allowance equal to ten percent (10%) of the maximum of the fourth (4th) year of teacher training.*

- 4.1.10. *A teacher engaged in the classroom instruction of religion seventy-five percent (75%) or more of their assigned teaching time shall be paid an allowance equal to seven percent (7%) of the maximum of the fourth (4th) year of teacher training.*
- 4.1.11. *A teacher designated to act as a Department Head shall be paid a per annum allowance equal to seven percent (7%) of the maximum of the fourth (4th) year of teacher training.*
- 4.1.12. *A teacher designated to act as a Learning Support Facilitator shall be paid a per annum allowance equal to seven percent (7%) of the maximum of the fourth (4th) year of teacher training.*
- 4.1.13. *In the application of the above clauses, no teacher shall receive more than one (1) allowance. In the event of a teacher being eligible for more than one (1) allowance, they shall receive the greater of the allowance payable.*

4.1.14. **Payment of Allowance—Change in Designation**

Where a change in designation occurs during the school year, the allowance for the designation shall be calculated on the basis of one two-hundredth (1/200th) for each day.

4.1.15. **Creation of New Designations / Positions**

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

4.2. Red Circling

- 4.2.1. When an administrator is transferred to a smaller school, the administrator's allowance shall be maintained at the previous level in the first two (2) years of the new assignment, or until the new rate exceeds the previous rate, whichever comes first.

4.3. Acting / Surrogate Administrators – Compensation

- 4.3.1. When in the absence of the principal, the vice-principal acts in their place for a period of five (5) or more consecutive school days, the vice-principal shall be assigned as principal designate and shall receive an allowance equivalent to that of the principal for the period during which they are designated. In absence of the principal and vice-principal(s), a teacher may be named vice-principal designate and shall receive an allowance equivalent to that of the vice-principal for the period during which they are designated.
- 4.3.2. When in the absence of the principal and vice-principal, a teacher acts in an administrative capacity for a period of one (1) or more consecutive school days,

the teacher shall receive a daily allowance of forty-eight dollars and sixty-two cents (\$48.62) for the period during which they are so designated.

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

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

4.5. Other Administrator Conditions

4.5.1. Vice-Principal Appointments

In a school, other than St. Gabriel Cyber School, where there are two hundred (200) or more pupils, the Division shall designate one (1) or more teachers to be vice-principals.

4.5.2. Administrator Lieu Days

- 4.5.2.1. Principals will be granted three (3) days in lieu per school year, at a time mutually agreeable to the principal and the superintendent or designate.
- 4.5.2.2. Vice-principals will be granted two (2) days in lieu per school year, at a time mutually agreeable to the vice-principal and the superintendent or designate.
- 4.5.2.3. The days must be taken by May 31st of the school year, or days will be forfeited, and no payment shall be made in lieu. For any extension of utilization in June, permission of the superintendent or designate must be granted.

4.5.3. Administrative Vacation / Work Schedule

- 4.5.3.1. The principal and vice-principal(s) of a school shall develop a flexible schedule for their own presence at school with the provision there is in school administration coverage for all work hours when school is open for registration and shall share that schedule with the superintendent or designate for approval.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

5.1.1. Full Day Rate

- 5.1.1.1. *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be \$208.95 plus six percent (6%) vacation pay of \$12.54 for a total of \$221.49.*
- 5.1.1.2. *Effective June 10, 2022, 0.50% increase, the substitute teachers' daily rates of pay will be \$209.99 plus six percent (6.00%) vacation pay of \$12.60 for a total of \$222.59*
- 5.1.1.3. *Effective September 1, 2022, 1.25% increase, the substitute teachers' daily rates of pay will be \$225.37 plus two percent (2.00%) in lieu of benefits \$4.51, for a total of \$229.88.*
- 5.1.1.4. *Effective September 1, 2023, 2.00% increase, the substitute teachers' daily rate of pay will be \$229.88 plus two percent (2.00%) in lieu of benefits \$4.60, for a total of \$234.48.*

5.1.2. Half Day Rates

- 5.1.2.1. *Substitute teachers shall have a minimum call-out of one-half (1/2) the daily rate of pay and with the remaining time with a pro-rated rate of pay.*
- 5.1.2.2. *When the assignment is longer than one-half (1/2) of the instruction time for any given day, payment will be calculated by the number of minutes taught proportionate to the total minutes of instruction for that location.*
- 5.1.2.3. *When the assignment is the 'shorter half' of the day, the half-day rate will be paid.*
- 5.1.2.4. *A substitute teacher who is called in prior to the noon break shall be paid one-half (1/2) day for the afternoon, plus the additional pro-rated instructional time taught prior to noon, but in no event will a substitute be paid more than one point zero (1.0) of the daily rate for a day worked.*

5.2. Commencement of Grid Rate

- 5.2.1. *Number of days to go on grid.*

When a substitute teacher teaches in the same classroom for a period of five (5) or more consecutive days, that teacher will be paid one two hundredth (1/200th) of their salary as on the salary schedule effective from the first day taught in that classroom.

- 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. By August 1 of each year, substitute teachers shall be issued a statement of the number of days taught during the past school year.
- 5.3.2. When a substitute teacher has accepted employment, such employment shall not be cancelled without at least twenty-four (24) hours' notice upon the following conditions:
 - a) when cancellation is initiated by the Division, the above will occur.
 - b) if notice is not provided within twenty-four (24) hours, the substitute may be reassigned to other duties within the school.
Where the anticipated employment is greater than one (1) day, the second and subsequent days may be cancelled within twenty-four (24) hours' notice.
- 5.3.3. If the superintendent or designate directs a substitute to attend a Divisional Professional Development event, exclusive of training to maintain their status

as an employee (i.e., required Anaphylaxis or OH&S training), the Division will recognize payment for the day worked at the daily substitute teacher rate.

5.3.4. **Substitute teacher Injury on the Job**

5.3.4.1. If a substitute teacher is unable to work as a result of an injury incurred in the course of performing their assigned duties, and where the injury is not compensable under Workers' Compensation, the Division shall pay the teacher the substitute daily rate of pay specified in clause 5.1 for a maximum of five (5) consecutive teaching days immediately following the injury, provided that the inability to work is verified by a physician chosen or approved by the Division.

5.3.4.1.1. The injury must be reported to school administration before the conclusion of the assigned shift at the school where it occurred to be considered a valid application for payment.

5.3.4.1.2. Should the Division direct the substitute teacher to complete an independent medical examination, it will be paid by the Division.

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

5.3.4.3. If a substitute teacher is unable to work as a result of an injury incurred in the course of performing their assigned duties and accepts the substitute daily rate from the Division, they shall not accept employment on those days from the Division, or any other school division for which they perform substitute teacher duties.

5.3.4.3.1. If the substitute teacher does accept a substitute teacher assignment from the Division or any other school division, they shall forfeit substitute daily rate payment for injury they were to receive for that day.

5.3.5. **Substitute Teacher Professional Development**

5.3.5.1. After twenty (20) days of employment in a school year as a substitute teacher within the Division, a substitute teacher shall be eligible to apply for Professional Development funds outlined in clause 9.2.

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 Benefits, Leaves and Proration

- 6.2.1. *All part-time teachers who are not under continuous contract shall have all paid benefit premiums prorated to the portion of full-time equivalent worked.*
- 6.2.2. *For part-time teachers, one (1) day of leave under articles 12 and 14, means one of the teacher's scheduled working days.*

6.3. Other Part-time Teacher Conditions

- 6.3.1. *Assigned instructional time for part-time teachers will be prorated in accordance with their full-time equivalency.*
- 6.3.2. A continuous part-time teacher shall not have their assignment varied by more than zero point two (0.2) without mutual agreement. The timetable for a continuous part-time teacher shall be contiguous unless otherwise mutually agreed.
- 6.3.3. Job Sharing
 - 6.3.3.1. Where two (2) teachers wish to share one (1) full-time teaching position, they may apply to the Division for a shared job assignment. Such application must be made no later than April 30th of the school year immediately preceding the year in which the job sharing is to take place.
 - 6.3.3.2. A shared job assignment may be granted by the Division in accordance with the following terms:
 - 6.3.3.3. The proportion of a full-time position taught by each teacher shall be mutually decided by the two (2) teachers and must be agreeable to the Division.
 - 6.3.3.4. Notwithstanding any other article in this agreement, the cost of premiums for benefits for which the teachers are eligible under the terms of this agreement shall be shared between each teacher and the Division. The Division shall be responsible for the proportion of benefit costs equal to the proportion of the full-time position taught by each teacher.
 - 6.3.3.5. On approval of the application of the teachers, the Division shall grant the shared job assignment for a guaranteed period of one (1) school year. By April 30th in the school year of the shared job assignment, the teachers involved must advise the Division that they wish to return to their former status, or they must apply for a continuation of the shared job assignment.

- 6.3.3.6. In the event that one (1) of the teachers involved in the shared teaching position ceases to perform their teaching duties for any reason whatsoever, the Division may, upon fourteen (14) days' notice in writing, require the other teacher involved to assume the full-time duties of the formerly shared position.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier and Premium paid by Division

- 7.1.1. *The Division shall effect and maintain Group Life Insurance, Accidental Death and Dismemberment applicable to and for the benefit of teachers in its employ and shall contribute an amount equal to one hundred percent (100%) of the cost of such insurance. This insurance is Plan 2 of the Alberta School Employee Benefit Plan (ASEBP).*
- 7.1.2. *The Division shall effect and maintain Group Extended Disability Salary Continuance coverage applicable to and for the benefit of the teachers in its employ. This plan is designated as Plan D of the ASEBP, and the Division shall pay an amount equal to one hundred percent (100%) of the cost of such insurance.*
- 7.1.3. *The Division shall effect and maintain a Group Dental Plan applicable to and for the benefit of teachers in its employ and shall contribute an amount equal to one hundred percent (100%) of the cost of such insurance. This Dental Plan is designated as Plan 3 of the ASEBP.*
- 7.1.4. *All teachers shall be members of the Life Insurance, Accidental Death and Dismemberment, and Extended Disability Plans of the ASEBP. All teachers shall be members of the ASEBP, Dental Plan 3.*
- 7.1.5. *Notwithstanding clauses 7.1.3 and 7.1.4, an employee may waive participation in the Dental Plan by stating they have their coverage in the Plan through their spouse.*
- 7.1.6. *The Division shall deduct from the monthly salary cheque of all teacher members of the said plan(s) the monthly premiums and shall remit same to the appropriate company as required.*
- 7.1.7. *It is understood that a teacher who becomes eligible for receipt of disability benefits as provided by the ASEBP will not be entitled to receive sick pay benefits as provided for elsewhere in this collective agreement.*

7.2. Health and Hospital Insurance

- 7.2.1. *The Division shall contribute one hundred percent (100%) of the group premium rate towards the cost of each employee's premium for coverage under the ASEBP Extended Health Care Benefits Plan 1.*
- 7.2.2. *The Employment Insurance Commission rebates shall be retained by the Division to be applied towards the premium costs of Plan 1, ASEBP.*

- 7.2.3. *Notwithstanding clause 6.3.1, all current full-time teachers on a continuous contract may, for a predetermined time, agree to be placed on a part-time contract and continue to retain full-time paid benefits.*
- 7.2.4. *The Division will maintain an Employee Family Assistance Policy.*
- 7.2.5. *The Division shall contribute one hundred percent (100%) of the group premium rate towards the cost of each employee's premium for coverage under the ASEBP Vision Plan 3.*

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

- 7.3.1. *The minimum amount of HSA / WSA will be seven hundred and twenty-five dollars (\$725.00).*
- 7.3.2. *The Division shall provide an HSA / WSA to all eligible teachers. The Division will contribute an amount equal to one percent (1.0%) of each eligible teacher's annual employment earnings during each fiscal year to an HSA / WSA to the benefit of that teacher and their dependent(s). Eligible teachers are those teachers eligible to participate in the benefit plans pursuant to article 7 of this agreement. The plan shall be administered by ASEBP in accordance with the Canada Revenue Agency and the Income Tax Act of Canada.*
- 7.3.3. *Subject to implementation by ASEBP during the period of entitlement under the "own occupation" provision, a teacher on Extended Disability Benefits shall receive an HSA / WSA equal to one percent (1.0%) of the Division and the ASEBP salary portions.*
- 7.3.4. *Effective September 1, 2022, notwithstanding the amount of the HSA / WSA as listed in in clauses 7.3.2 and 7.3.1, the maximum allowed HSA / WSA credit contributions per school year shall be \$900.00. Teachers with HSA / WSA balances greater than \$900.00 shall be allowed to be carry forward any current unused balance to the extent permitted by the CRA.*

7.4. Other Group Benefits

- 7.4.1. For teachers who are not eligible for benefits under article 7.0 of this collective agreement, the Division will provide a one-time reimbursement of no more than five hundred dollars (\$500.00) per school year to a teacher who incurs loss or damage to eyeglass frames and / or lenses during the performance of duties. If the teacher is covered under any other insurance plan, claims may be made to reimburse only costs not covered under the other plan.
 - 7.4.1.1. Where a teacher's personal cell phone is damaged or destroyed, the teacher shall be entitled to seek reimbursement for repairing or replacing their cell phone, up to the total limit established in clause 7.4.1, for eyeglass frames and / or, lenses and / or cell phones.
 - 7.4.1.2. Reimbursement for cell phones will be limited to circumstances where the teacher can demonstrate that they were directed and approved by the Division to use their cell phone during the

performance of their duties, and it was in that circumstance that directly related to the cell phone's damage or destruction.

- 7.4.1.3. The Division shall determine the validity of the claim related to cell phones upon being provided with such documentation as it may require from the teacher.

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time (Effective until August 31, 2022)

- 8.1.1. *It is the Division's intent to ensure that schools operate as closely as possible to the required hours of instruction as mandated by Alberta Education, that is, nine hundred and fifty (950) hours of instruction per year for elementary and junior high schools and one thousand (1,000) hours per year for senior high schools. The parties recognize that schools require flexibility to meet their unique organizational and program needs.*
- 8.1.2. *Full-time elementary and junior high school teachers may be assigned up to ninety-three-point-three percent (93.3%) of the total yearly instructional time of the school.*
- 8.1.3. *Full-time teachers in senior and combined junior-senior high schools may be assigned up to eighty-seven-point-five percent (87.5 %) of the total yearly instructional time of the school.*
- 8.1.4. *It is acknowledged that schools may require some flexibility in deploying teaching staff to meet the educational needs of students. In the event that a school considers exceeding nine hundred and fifty (950) instructional hours at the elementary and junior high and one thousand (1,000) instructional hours at high school, such changes shall be determined through a collaborative process.*
- 8.1.5. *On or before January 31st of each year, a joint committee consisting of equal representation of the parties shall review this article. Following the third year of its implementation, such a review shall occur upon the request of either party.*
- 8.1.6. *The Policy Advisory Committee with membership of at least one (1) teacher from each school elected by the staff, one (1) teacher appointed by the local, one (1) member appointed by the Canadian Union of Public Employees, Local 2550, one (1) member appointed by the Unifor of Canada, Local No. 72-A, two (2) members of the Division, superintendent, assistant superintendent, one (1) member from the maintenance section of the Division and one (1) principal from the superintendent's advisory council shall have the powers of a committee set up by the Division. It shall be responsible for preparing recommendations for the Division concerning the operation of the schools.*
- 8.1.7. *Teacher assignable time will be capped at 1200 hours per school year.*

8.1. Teacher Instructional and Assignable Time (Effective September 1, 2022)

- 8.1.1. *Teacher instructional time will be capped at nine hundred and sixteen (916) hours per school year commencing the 2022-2023 school year.*
- 8.1.2. *Teacher assignable time is capped at twelve hundred (1,200) hours per school year.*

8.2. Assignable Time Definition

- 8.2.1. *Assigned Time is defined as the amount of time that Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
 - a) *operational days (including teachers' convention,*
 - b) *instruction,*
 - c) *supervision, including before and after classes, transition time between classes, recesses, and lunch breaks,*
 - d) *parent teacher interviews and meetings,*
 - e) *Division and school directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3,*
 - f) *staff meetings,*
 - g) *time assigned before and at the end of the school day, and*
 - h) *other activities that are specified by the Division to occur at a particular time and place within a reasonable work day.*
- 8.2.2. *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*
- 8.2.3. *Time spent traveling to and from professional development opportunities identified in clause 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*
 - a) *the teacher is being provided any other pay, allowances, or a per diem for that travel time (excluding any compensation provided for mileage).*
 - b) *the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.*

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

8.3. Duty Free Lunch

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

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

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

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

8.4. Other Conditions of Practice

8.4.1. Lunch Time and Noon Hour Supervision

8.4.1.1. The Division shall ensure that each school budgets an amount equal to ten dollars (\$10.00) per full-time equivalent student to provide for lunch time and noon hour supervision. The fund may be utilized for alternate purposes at the discretion of the professional staff in the individual schools.

8.4.2. The Division agrees that if the new teacher orientation occurs outside the operational school year, new teachers who attend will be provided with a day in lieu and will have benefit coverage for the day. The day in lieu may be taken during the school year at a time mutually agreed upon by the teacher and the school principal, without loss of pay or benefits. A substitute, if required, will be provided at no cost to the teacher or the school. The day in lieu may not be carried over to the following school year and if not taken will be forfeited.

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 Division's goals.*

9.1.2. *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*

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

9.2. Professional Development Funds

- 9.2.1. The Division will contribute thirty-five thousand dollars (\$35,000.00) annually to the Association Professional Development Fund administered by ATA Local 23 by Oct 15th of each year.
- 9.2.2. The Professional Development Frames of Reference will determine the administration of these funds.
- 9.2.3. Any changes to the Frames of Reference guidelines will require mutual agreement between the ATA Local and the Division.
- 9.2.4. The Professional Development Fund shall carry forward any unexpended monies to the maximum of seventy thousand dollars (\$70,000.00). Any funds in excess of this amount will be returned to the Division at the end of a school year.
- 9.2.5. The school-based budget for professional development will be made known to staff annually.

9.3. Tuition Reimbursement

- 9.3.1. The Division shall pay actual cost of tuition fees up to \$700.00 per course for courses approved by the superintendent or designate provided that the employee successfully completes the course.
- 9.3.2. Tuition fees to be paid under the preceding clause should include regular fees for approved courses but exclude non-resident fees, student activity fees and any other similar fees.

9.4. Sabbatical Leave

- 9.4.1. *Sabbatical leave shall mean leave of absence granted at the discretion of the Division on application by a teacher for the following reasons:*
 - a) *Study approved by the Division for improving the teacher's academic or professional education;*
 - b) *Travel or experience which is approved by the Division as being useful in improving the teacher's service;*
 - c) *For other personal reasons.*
- 9.4.2. *To be eligible for sabbatical leave under clause 9.4.1 a), the teacher shall have served the Division for five (5) consecutive years.*
- 9.4.3. *To be eligible for sabbatical leave under clause 9.4.1 b) and c), the teacher shall have served the Division for ten (10) consecutive years.*
- 9.4.4. *A teacher who is granted sabbatical leave shall give an undertaking in writing to return to their duties following expiration of their leave and shall not resign or retire from teaching service, other than by mutual agreement between the*

Division and the teacher, for a period of at least two (2) years after resuming their duties.

- 9.4.5. *All applications for sabbatical leave shall be submitted to the Division by February 1st preceding the school year in which the sabbatical leave is to commence.*
- 9.4.6. *The Division shall, after reviewing the applications for sabbatical leave, determine both the number and the persons to be granted sabbatical leave of absence after considering the seniority of each applicant and the interests of the school system.*
- 9.4.7. *A teacher who is granted sabbatical leave for a full year shall receive as salary sixty percent (60%) of the fourth (4th) year maximum shown in grid under clause 3.2.3 of the agreement in effect for them during the year while they are on sabbatical leave payable in equal monthly installments.*
- 9.4.8. *A period of sabbatical leave shall not be considered as an equal period of classroom service for salary purposes.*
- 9.4.9. *Upon resumption of duties, the teacher shall be returned to a position with the Division. This applies only to leave granted under article 9.*
- 9.4.10. *A teacher who has twelve (12) years of service with the Division may be granted a leave of absence for one (1) year at twenty percent (20%) of salary on the approval of the superintendent or designate providing there is no cost to the Division.*

10. SICK LEAVE

- 10.1. *Sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of illness, injury, or disability of the teacher.*
- 10.2. *A teacher on a continuous contract, or teacher in the second subsequent school year of continuous service with the Division, shall have available sick leave entitlement, with pay and benefits, of ninety (90) consecutive calendar days. This period shall serve as the elimination period for the Extended Disability Benefit Plan.*
- 10.3. *A teacher who has been absent on sick leave and returns to regular duties shall have the ninety (90) calendar days of sick leave entitlement reinstated.*
- 10.4. *A teacher on contract, not covered by clause 10.2, shall have available sick leave entitlement, with pay and benefits, of a total of twenty (20) teaching days or the number of teaching days determined by dividing by nine (9) the total number of teaching days that the teacher taught for the Division during the school year, whichever is the lesser number of teaching days. A teacher in the second year of employment with the Division, not covered by clause 10.2, shall be entitled to carry forward the unused portion of the sick leave from the previous year.*
- 10.5. *If a teacher is absent from school duties to obtain necessary medical or dental treatment or because of illness, injury or disability for a period or periods exceeding the teacher's sick leave credits, the teacher shall be paid the teacher's salary to the extent of the sick*

leave which stands to the teacher's credit and the teacher's sick leave shall then be reduced accordingly.

- 10.6. *In the event that a teacher is absent on sick leave:*
- 10.6.1. *When sick leave is for a period of three (3) days or less, a teacher may be requested to provide a declaration, on a form to be provided by the Division, no later than the last day of the month in which the leave is accessed;*
 - 10.6.2. *When sick leave is for a period in excess of three (3) consecutive teaching days, a teacher may be requested to provide the superintendent a certificate signed by a medical practitioner indicating the absence was necessitated by medical disability. Such certificate shall be provided within one (1) week of the request;*
 - 10.6.3. *A teacher who has been absent due to illness for thirty (30) or more calendar days shall be required to provide a completed Return to Work Certificate, Appendix A, before returning to duties;*
 - 10.6.4. *Upon submission of a receipt for the cost of completing a medical certificate, along with the completed certificate, the Division shall reimburse the teacher for charges levied by a medical practitioner for the completion of the medical certificate as per clauses 10.6.1, 10.6.2 and 10.6.3.*
- 10.7 *A teacher who may meet the qualifying requirements for extended disability benefits shall apply for such benefits at the teacher's earliest opportunity and shall not be entitled to additional sick leave benefits after ninety (90) consecutive calendar days.*
- 10.8 *Teachers employed by the Division who are on the Defined Extended Disability Plan shall have benefit premiums paid by the Division as specified.*
- 10.9 *Where a teacher is eligible to receive extended disability benefits and where the teacher has insufficient sick leave to cover the period of time that the teacher must wait prior to receiving benefits under the Extended Disability Plan and where the teacher does not qualify for benefits under the employment insurance legislation, the Division shall provide a payment equivalent to the payment the teacher would have received had the teacher been eligible for employment insurance coverage, to a maximum of ninety (90) calendar days less the number of days accumulated under clause 10.4.*
- 10.10 *In the case of a teacher returning from extended disability leave, should the teacher suffer from a recurrence of the same disabling condition, the relevant provisions to the ASEBP will apply immediately. Once approved, the extended disability benefit shall be effective the first day of absence due to the recurrence.*
- 10.11 *During periods of unpaid leaves of absence, a teacher shall not be entitled to accumulate or apply sick leave except as provided in clauses 11.1 and 11.2 (depending on the effective dates of the leave). The teacher shall retain the number of days of accumulated sick leave at the date of the leave commencement.*
- 10.12 *When a teacher leaves the employ of the Division, all accumulated sick leave shall be cancelled. Notwithstanding, in the case of a teacher who has five (5) or more years of*

service with the Division and re-enters the employ of the Division, the sick leave accumulated under clause 10.1 during the period of employment with the Division shall be reinstated provided, however, that the teacher re-enters within a period of two (2) years and that during this absence they were not employed by another school division.

10.13 A teacher who is on sick leave may remain on sick leave up to a maximum of the teacher's current entitlement. At the conclusion of that period of sick leave, the provisions of this agreement will apply.

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 Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4. The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Division no less than four (4) weeks' notice, in writing, of the intended date of return.*
- 11.1.5. Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.*

11.2. Parental Leave

- 11.2.1. Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2. Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3. The teacher shall give the Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*

- 11.2.4. *The teacher may terminate the leave at any time. The teacher shall give the Division no less than four (4) weeks' notice, in writing, of the intended date of return.*
- 11.2.5. *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6. *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one (1) teacher or shared by both teachers. In any case, the Division 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 Division shall top up Supplementary Employment Benefits (SEB) to 100 percent (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) 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 Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The Division shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The HSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Division to prepay one hundred percent (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 Division will continue paying the Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Division portion of the benefit premiums.*
- 11.4.4. *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Division paid benefit premiums and shall reimburse the Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5. *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Division paid benefit premiums and shall reimburse the Division upon receipt of an invoice.*
- 11.4.6. *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE

In addition to the foregoing, a teacher may apply for leave of absence for other personal reasons. The superintendent or designate in their discretion may grant such leaves with pay providing the leave does not exceed five (5) days in any school year.

- 12.1. *The Division will provide the substitute for the first day at no cost to the teacher.*
- 12.2. *For the remaining days, the Division will deduct the cost of the substitute teacher, as per clause 5.1, from the teacher on leave.*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

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

collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Division, the teacher, and the Association and is at no cost to the Division.

13.3.1. Subject to operational requirements and the approval of the superintendent, a teacher who is elected president of ATA Local 23 shall be granted a zero-point two (0.2) FTE release time for one (1) year, and the Local shall reimburse this cost to the Division, with no cost to the Division.

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

Effective September 1, 2022

13.1. The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this article by providing advance notice when possible and committing to making best efforts in resolving challenges.

13.2. A teacher shall be granted leave of absence with pay provided the Division is reimbursed by the Association for the actual costs of the substitute, including the Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.

13.3. Upon written request to the superintendent or designate, the Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Division. The Association will reimburse the Division as per clause 13.1. Such leaves will not be unreasonably denied.

13.4. Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Division, the teacher, and the Association and is at no cost to the Division.

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

14. OTHER LEAVES

A teacher is entitled to a temporary leave of absence with pay under clauses 14.1, 14.2, 14.3, 14.4 and 14.6, and such leave is deemed to be an authorized absence approved by the Division pursuant to Section 220(1) (d) i) of the Education Act, Chapter E-0.3.

Notification of the taking of leaves under clauses 14.14 and 14.15 shall be made as soon as possible to the teacher's or administrator's immediate supervisor.

BEREAVEMENT

14.1. For not more than five (5) operational days because of the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouse, child, grandchild, parent, brother, sister, grandparent, parents of spouse or other relative who is a member of the teacher's household. These leaves may be extended upon application to and at the discretion of the Division.

14.1.1. For not more than two (2) calendar days of travel necessitated under clause 14.1.

14.1.2. For not more than two (2) calendar days for anyone not mentioned under clause 14.1.

CONVOCATION

14.2. For the period necessary to attend a university convocation or a post- secondary institution or professional organization's graduation, at which they, their child or their spouse is receiving a degree, diploma, or certification; also, for the time required to attend graduation exercises of the teacher's child graduating from a high school.

CRITICAL ILLNESS

14.3. For not more than five (5) operational days because of critical illness of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouse, child, grandchild, parent, brother, sister, grandparent, parents of spouse or other relative who is a member of the teacher's household. These leaves may be extended upon application to and at the discretion of the Division.

14.3.1. For not more than two (2) calendar days of travel necessitated under clause 14.3.

14.3.2. For not more than two (2) calendar days for anyone not mentioned under clause 14.3.

EXAM WRITING

14.4. A teacher is entitled to a temporary leave of absence with pay for not more than one (1) day in order to write an examination in an academic or professional course approved by the Division.

FAMILY NEEDS LEAVE

14.5. *The Division shall grant a leave of absence without loss of salary and benefits:*

14.5.1. *For four (4) operational days per school year to care for medical needs, family legal needs, custody or guardianship needs, and family business needs.*

INCLEMENT WEATHER

14.6. A teacher is entitled to a temporary leave of absence with pay because of impassable roads or suspension of public transportation facilities.

JURY DUTY

14.7. *The Division shall grant a leave of absence without loss of salary and benefits:*

14.7.1. *For jury duty or any summons related thereto;*

14.7.2. *To answer a subpoena or summons to attend as a witness, other than as the accused / defendant, in any proceeding authorized by law to compel the attendance of witnesses provided that the teacher remits to the Division any witness fee or jury stipend (excluding allowances and / or expenses) set by the Court or other body.*

LEAVE FOR CHILD'S ARRIVAL

14.8. *A teacher, upon request to the superintendent or designate, will be granted three (3) day paternity leave within the school year, with pay, for the birth of their child. This day shall be taken within three (3) operational days of the actual birth.*

14.9. *A teacher shall be granted one (1) day paid leave for the purpose of completing the necessary documentation and requirements involved in the adoption and receipt of a child.*

SERVICE TO OTHER AGENCIES

14.10. Upon application to and at the discretion of the superintendent or designate, leaves of absence may be granted for the following purpose.

14.10.1. To attend an approved conference, convention, or other meeting;

14.10.2. To visit other schools; and / or

14.10.3. To conduct approved business connected with the school system.

TEMPORARY LEAVE

14.11. *Temporary leave of absence with pay, upon approval of the superintendent or designate, shall be granted provided the Division is reimbursed for the cost of substitute teaching to a maximum of the teacher on leave's salary for that period to teachers:*

14.11.1. *Attending any public event of educational value;*

14.11.2. *Required to leave before the end of school term or to return after school opening in September because of enrolment in an educational institution for a program of summer study;*

14.11.3. To attend meetings of committees or boards of the Alberta Ministry of Education, meetings of the Senate of the University of Alberta, or meetings of municipal bodies of which they are a member.

TEACHING EXCHANGE

14.12 The Division may approve a teaching exchange arranged through the teacher exchange service of Alberta Education or the Canadian Education Association upon a teacher's application.

ADDITIONAL LEAVES (General Discretionary Leave)

14.13. Requests for additional leave of absence, with or without pay and / or benefits, may be approved at the discretion of the Division.

14.13.1. The Division will maintain a Political Leave Policy.

14.13.2. The Division will maintain a Long-Term Leave of Absence Policy.

DEFERRED SALARY LEAVE

14.14. The Division will maintain a Deferred Salary Leave Policy that is consistent with the requirements of the *Canada Income Tax Act* and related Income Tax regulations.

15. GRIEVANCE PROCEDURE

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

15.1. *This procedure applies to differences:*

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

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

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

15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the superintendent or designate and the Associate Coordinator- Collective Bargaining. Such written grievance notices shall be made within*

forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.

- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the Division, and shall contain the following:*
 - 15.4.1. *the name(s) of the parties aggrieved;*
 - 15.4.2. *a statement of facts giving rise to the grievance;*
 - 15.4.3. *the article(s) of the agreement that are alleged to have been violated; and,*
 - 15.4.4. *the remedy or correction being sought.*
- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.*
 - 15.5.1. *When requested by TEBA, the Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. *Representatives of the Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
 - 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The Division will give advance notice to the Association when a representative of the Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the Division against a teacher, the Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the Division and / or the Association may convey a grievance to arbitration.*
- 15.11. *The Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*

15.12. *By mutual consent, the parties may agree to convene a three-member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three-member arbitration board, and the nominees shall endeavour to select an independent Chair.*

15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*

15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*

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

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

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

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

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

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

- 15.16.3. *In the event that TEBA assumes carriage over a grievance process as per clauses 15.16.1 or 15.16.2. TEBA will provide written notice to the superintendent or designate, and the Associate Coordinator-Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*
- 15.16.4. *In instances where TEBA assumes carriage over a grievance process, all references to school divisions in this article shall be read to apply to TEBA.*

15.17. Optional Mediation Process

- 15.17.1. *The parties may mutually agree at any point in the Grievance Procedure to engage in a non-binding mediation process to attempt to resolve the grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.*
- 15.17.2. *The mediator shall be appointed by mutual agreement of the parties and the expenses of the mediator shall be equally borne by the parties. If the parties cannot reach agreement on a mediator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.17.3. *The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and / or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an Arbitration Board for resolution.*
- 15.17.4. *In the event the grievance cannot be resolved, the mediator may issue a report including a non-binding recommendation for settlement.*

15.18. Administration

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

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

16. EMPLOYMENT

16.1. The Division shall acquire and keep in force an adequate policy or policies of insurance insuring each teacher in its employ, when acting in the course of such teacher's employment, against liability in respect of any claim for damages or personal injury.

16.2. Payroll Deductions for Savings

16.2.1. The Division shall make available a payroll deduction program for the ATA Group voluntary RRSP and or Tax-Free Savings Account (TFSA) in accordance with the Division payroll practice.

16.2.1.1. Teachers participating in this program will agree to indemnify the Division and save the Division harmless against any liability the Division may have to the Receiver General of Canada, or any other authority with respect to withholdings, deductions, or payments of any kinds.

16.3. Notice to Probationary Teachers

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

SIGNATORIES

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of _____, 2023.

The Alberta Teachers' Association

**The Greater St. Albert Roman Catholic
Separate School Division**

Name
Title

Name
Title

Name
Title

Name
Title

Sean Brown
Associate Coordinator, Collective Bargaining

Lydia Yeomans
Board of Trustees, Chair

LETTERS OF UNDERSTANDING: CENTRAL

LETTER OF UNDERSTANDING #1

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2
RE: INTERIM GRIEVANCE PROCEDURE

WHEREAS at the time of signing this Letter of Understanding, the Association and TEBA were actively engaged in central bargaining;

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

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

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

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

TRANSITION OF EXISTING GRIEVANCES

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

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

INTERIM GRIEVANCE PROCEDURE

- 15.1. *This procedure applies to differences:*

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

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

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

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

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

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

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

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

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

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

15.17. Optional Mediation Process

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

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

15.18. Administration

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

LETTER OF UNDERSTANDING #3

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING # 4

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

LETTER OF UNDERSTANDING #5

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING #6

EXPEDITED ARBITRATION (12 MONTH-PILOT)

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

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

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

LETTER OF UNDERSTANDING #7

DUTY TO ACCOMMODATE

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

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

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

LETTER OF UNDERSTANDING #8
DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

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

LETTER OF UNDERSTANDING #9
EXPERIENCE FORM

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

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

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

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

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

Prior Experience

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

- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between school divisions covered by PECBA. At the time of movement from another school division, the receiving school division shall assume the recognition of experience provided by the previous school division.*
- 3.4.10. *Clauses 3.4.6 through 3.4.9 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

LETTERS OF UNDERSTANDING: LOCAL

LETTER OF UNDERSTANDING #10 DIVISIONAL CALENDAR- PROFESSIONAL DAYS PILOT PROJECT

For the remainder of the 2023-2024 school year, the Division shall designate that the following five (5) Professional Development Days will be allocated as follows:

- up to two-thirds (2/3) of the Professional Development Day will be designated for school staff meetings and / or school based professional learning as directed by school leaders.
- at least one-third (1/3) of the Professional Development Day will be designated for the collaboration and execution of other professional duties as led by the teacher.

These limits shall not apply to schools where a school-based retreat has been planned for a Professional Development Day.

Applicable Professional Development Days for this pilot project include:

- December 1, 2023
- February 16, 2024
- March 15, 2024
- April 19, 2024
- May 17, 2024

This Letter of Understanding shall expire August 30, 2024, and may be extended if mutually agreed by the parties.

LETTER OF UNDERSTANDING #11
ITINERANT SUBSTITUTE TEACHER

Teachers on part time contracts with the Division may be offered a temporary contract as an itinerant substitute teacher up to the maximum of a one point zero (1.0) FTE. Assignment to duties for the part time contract will be at the daily direction of the Division.

This Letter of Understanding shall expire August 30, 2024.

LETTER OF UNDERSTANDING #12
DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

The Division will provide to the Association, regarding the St. Gabriel's Education Centre, for 2023-2024 school year the following:

- 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) reasonable communication expectations as a result of these multi-dimensional teaching assignments;
- e) the amount of non-instructional time that may be assigned to distributed education teachers;
- f) appropriate processes and considerations when students do not complete the attempted course;
and
- g) processes and timing for enrolling students in courses or programs.

The data collected will be provided to the Association prior to June 15, 2024.

This Letter of Understanding shall expire August 30, 2024.

LOCAL APPENDICES 2020–2024 COLLECTIVE AGREEMENT

APPENDIX A: PHYSICIAN’S RETURN TO WORK CERTIFICATE



Greater St. Albert Catholic Schools

Physician’s Certification

Medical Evaluation for (Employee Name): _____

- This employee is in good health and fit to resume his/her duties.
- This employee is not in good health and is unable to return to his/her duties.
- This employee is able to return to work with restrictions noted below.

Return to work date:

_____ Day _____ Month _____ Year

Comments/Occupational Restrictions – please provide a time frame for any restrictions for a return to work _____

Name of Physician (please print): _____

Address: _____

Postal Code: _____

Phone: _____ **Fax:** _____

Date

Signature of Physician

APPENDIX B: LETTER OF INTENT #1: WORKING RELATIONSHIP

The Division and the Association acknowledge that a strong, positive working relationship is best sustained through effective communication. To this end, the parties agree to establish a forum for discussing issues that arise which may affect the work life of teachers and / or Division operations.

The parties agree that the following terms and conditions for this forum should apply:

1. The Division and the ATA Local No. 23 will establish a Division / ATA Liaison Standing Committee.
2. The standing committee will consist of three (3) representatives from each of the parties.
3. The standing committee will meet no later than October of each school year for the purpose of reviewing its terms of reference.

APPENDIX C - LETTER OF UNDERSTANDING: STAFFING PROCESS

Actions to be taken pertaining to the staffing process:

1. The staffing process will include provisions for those teachers on a part-time continuous contract (PTC) to be given due consideration:
 - 1.1 When awarding full-time continuous contracts; and
 - 1.2 If any radical reduction of FTE is to occur.
2. A data base of all part-time teachers who are desiring full-time positions will be established and that a communication process will be devised to inform Division staff, through the Liaison Committee, of the demographics of part-time and full-time teachers.

APPENDIX D - MEMORANDUM OF UNDERSTANDING

Whereas the parties wish to address the specific entitlement to sick leave, for teachers who become ill or injured, while in receipt of extended disability benefits, under an accommodation or rehabilitation employment agreement, as provided for under the Division's disability insurer's program for a reason different from that for which they are on disability, the parties acknowledge and agree, notwithstanding clause 7.1.7 of the collective agreement, that teachers in such circumstances shall be entitled to sick leave on the following basis:

1. That a teacher who is unable to perform assigned duties, on a day that the teacher is assigned to work, under the accommodation or rehabilitation program, and is unable to do so as a result of illness or injury unrelated to the teacher's reason for being on extended disability, that the teacher will be entitled to access sick leave with pay, and benefits, to a maximum of twenty (20) teaching days per school year, or the number of teaching days determined by dividing by nine (9), the total number of teaching days that the teacher taught for the Division during the school year, whichever is the lesser number of teaching days.
2. The above-described allotment of sick days for teachers who are working under a part-time accommodation or rehabilitation employment agreement shall be granted on an annual basis. Payment for sick leave claims will be based upon time for which the teacher was scheduled to work on the day, for which sick leave was taken.