

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 HOLY FAMILY CATHOLIC SEPARATE
SCHOOL DIVISION**

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024



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This collective agreement is made this ____ of _____ 2024 between The Holy Family Catholic Separate School Division (“Employer”) and The Alberta Teachers’ Association (“Association”).

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

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

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

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

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

1. APPLICATION / SCOPE

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

1.2. Excluded Positions

1.2.1. Superintendent

1.2.2. Assistant superintendent(s)

1.2.3. Any other designations which include the term superintendent with non-teaching duties

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

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

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

has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.

1.5. Role of TEBA

1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an 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 Employers and to bind the Employers in any agreement with respect to central terms.*

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

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

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

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

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

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

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

2. TERM

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

2.2. List Bargaining

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

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

2.3. Central Matters Bargaining

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

2.4. Local Bargaining

- 2.4.1. *Notwithstanding Section 59(2) of the Labour Relations Code, a notice to commence local bargaining by an Employer or the Association must be served after, but not more than sixty (60) days after, the collective agreement referred to in Section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*
- 2.4.2. *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

2.5. Bridging

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

2.6. Meet and Exchange

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

2.7. Opening with Mutual Agreement

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

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

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

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

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

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

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

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

- 2.8.2.1. *HSA / WSA / RRSP utilization rates;*
- 2.8.2.2. *Most recent Employer financial statements;*
- 2.8.2.3. *Total benefit premium cost;*
- 2.8.2.4. *Total substitute teacher cost;*
- 2.8.2.5. *Total principal / vice principal / assistant principal allowance cost;*
- 2.8.2.6. *Total other allowance cost; and,*
- 2.8.2.7. *Notwithstanding the timeline set out in clause 2.8.2, the full-time assignable hours for a typical full time teacher for each school shall be provided no later than October 31st.*

3. SALARY

3.1. Salary Pay Date / Schedule

- 3.1.1. *The Employer shall pay all teachers monthly one-twelfth (1/12th) of the salary rate in effect for that month on the twenty-fifth (25th) day of each month or the next banking day, except December when it shall be the third last operational day before Christmas. For the months of July and August, if a teacher requests in writing by April 1st, they shall receive two one-twelfth (1/12th) payments on or before July 10th.*

- 3.1.2. *Teachers teaching for the first year with the Employer, may request and receive a mid-month pay cheque not to exceed one half (1/2) of the estimated monthly salary, after the first two (2) weeks of work.*
- 3.1.3. *Payment of the full amounts for administration shall commence on the effective date of appointment of the administrator.*

3.2. Grid

- 3.2.1. *The salaries and terms and conditions of the teachers' employment with the Employer are governed by the provisions of this collective agreement and any statutory provisions relating thereto.*
- 3.2.2. *The following shall determine the placement on the salary schedule:*
 - 3.2.2.1. *The amount of teacher education, pursuant to clause 3.3,*
 - 3.2.2.2. *The length of teaching experience, pursuant to clause 3.4.*

3.2.3. Salary Schedule:

3.2.3.1. *Effective until June 9, 2022*

Years of Teaching Experience	Years of University Education			
	Four	Five	Six	Seven
0	\$ 60,027	\$ 63,445	\$ 66,862	\$ 70,280
1	\$ 63,867	\$ 67,291	\$ 70,708	\$ 74,126
2	\$ 67,717	\$ 71,134	\$ 74,556	\$ 77,981
3	\$ 71,560	\$ 74,979	\$ 78,397	\$ 81,814
4	\$ 75,400	\$ 78,826	\$ 82,250	\$ 85,674
5	\$ 79,251	\$ 82,669	\$ 86,089	\$ 89,510
6	\$ 83,092	\$ 86,510	\$ 89,941	\$ 93,366
7	\$ 86,938	\$ 90,357	\$ 93,781	\$ 97,208
8	\$ 90,791	\$ 94,205	\$ 97,627	\$ 101,051
9	\$ 94,634	\$ 98,050	\$ 101,468	\$ 104,888

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

Years of Teaching Experience	Years of University Education			
	Four	Five	Six	Seven
0	\$ 60,327	\$ 63,762	\$ 67,196	\$ 70,631
1	\$ 64,186	\$ 67,627	\$ 71,062	\$ 74,497
2	\$ 68,056	\$ 71,490	\$ 74,929	\$ 78,371
3	\$ 71,918	\$ 75,354	\$ 78,789	\$ 82,223
4	\$ 75,777	\$ 79,220	\$ 82,661	\$ 86,102
5	\$ 79,647	\$ 83,082	\$ 86,519	\$ 89,958

Years of Teaching Experience	Years of University Education			
	Four	Five	Six	Seven
6	\$ 83,507	\$ 86,943	\$ 90,391	\$ 93,833
7	\$ 87,373	\$ 90,809	\$ 94,250	\$ 97,694
8	\$ 91,245	\$ 94,676	\$ 98,115	\$ 101,556
9	\$ 95,107	\$ 98,540	\$ 101,975	\$ 105,412

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

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

Years of Teaching Experience	Years of University Education			
	Four	Five	Six	Seven
0	\$ 61,081	\$ 64,559	\$ 68,036	\$ 71,514
1	\$ 64,988	\$ 68,472	\$ 71,950	\$ 75,428
2	\$ 68,907	\$ 72,384	\$ 75,866	\$ 79,351
3	\$ 72,817	\$ 76,296	\$ 79,774	\$ 83,251
4	\$ 76,724	\$ 80,210	\$ 83,694	\$ 87,179
5	\$ 80,643	\$ 84,121	\$ 87,600	\$ 91,082
6	\$ 84,551	\$ 88,030	\$ 91,521	\$ 95,006
7	\$ 88,465	\$ 91,944	\$ 95,428	\$ 98,915
8	\$ 92,386	\$ 95,859	\$ 99,341	\$ 102,826
9	\$ 96,296	\$ 99,772	\$ 103,250	\$ 106,730

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

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

Years of Teaching Experience	Years of University Education			
	Four	Five	Six	Seven
0	\$ 62,303	\$ 65,850	\$ 69,397	\$ 72,944
1	\$ 66,288	\$ 69,841	\$ 73,389	\$ 76,937
2	\$ 70,285	\$ 73,832	\$ 77,383	\$ 80,938
3	\$ 74,273	\$ 77,822	\$ 81,369	\$ 84,916
4	\$ 78,258	\$ 81,814	\$ 85,368	\$ 88,922
5	\$ 82,256	\$ 85,803	\$ 89,352	\$ 92,904
6	\$ 86,242	\$ 89,791	\$ 93,351	\$ 96,906
7	\$ 90,234	\$ 93,783	\$ 97,337	\$ 100,893
8	\$ 94,234	\$ 97,776	\$ 101,328	\$ 104,882
9	\$ 98,222	\$ 101,767	\$ 105,315	\$ 108,865

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

3.3. Education

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

3.4. Experience

Teachers shall:

- a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
 - b) *Not gain experience during vacation periods and leaves of absence without salary.*
- 3.4.1. *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the Employer.*

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

Prior Experience

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

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

Effective until June 9, 2022

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

Effective June 10, 2022, repeal 3.4.10

- 3.1.10. *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 collective agreement.*

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

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

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

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

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

Effective until August 31, 2022

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

Effective September 1, 2022, repeal and replace clause 3.5.2 above.

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

3.6. Other Rates of Pay

3.6.1. Service Outside the Operational Days

3.6.1.1. Teachers and Administrators who provide professional service outside the regular school year, at request of the Employer, shall be compensated one two-hundredth (1/200th) of their total annual salary for a full day of service or one four-hundredth (1/400th) for each half (1/2) day. A half (1/2) day is defined as any service provided up to three (3) hours. Any service beyond three (3) hours is defined as a full day.

3.7. Other Allowances

3.7.1. Retention Allowance

3.7.1.1. After fifteen (15) continuous years of service as a teacher under contract with the Employer, a teacher shall be eligible for the following retention allowance:

One thousand, two hundred and fifty-three dollars (\$1,253.00) per annum to be paid in twelve (12) equal instalments.

3.7.1.2. This allowance shall not be pro-rated based on FTE.

3.7.1.3. Continuous years of service shall be determined once in each school year as of June 30th. Once a teacher attains the required years of continuous service, the long service allowance shall be paid effective the following school year.

3.7.1.4. Continuous years of service shall not be interrupted by virtue of being granted a maternity or adoption leave, leave of absence without pay, without pay and benefits or extended disability, however these leaves of absences shall not be counted in determining the fifteen (15) years of service.

3.7.2. Northern Travel Benefit Allowance

3.7.2.1. *For the purposes of this agreement, ten per cent (10%) of the annual salary as set in clause 3.2.3 to a maximum of four thousand dollars (\$4,000.00) shall be considered to be a Travel Assistance Benefit paid and shall be indicated in the appropriate box on the annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefit to the Employer.*

3.7.3. Convention Expenses and Allowance

3.7.3.1. A teacher who is engaged by an Association convention as a speaker shall be entitled to retain any honorarium and / or stipend provided by the Convention Association. Attendance at the convention will be administered in accordance with the provisions of this collective agreement.

3.8. Travel Compensation

3.8.1. Teachers will be compensated for the cost of travel for Employer directed events at the rate set by the Employer for kilometrage so long as no Employer transportation is provided. If no Employer transportation is provided, the teacher driving is eligible for kilometrage, and teachers must travel in a carpool of two (2) or more occupants.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Administration Allowances

4.1.1. Principal Allowances

In addition to the salary in clause 3.2.3, each principal shall receive, monthly, an allowance equal to one-twelfth (1/12th) of the following schedule.

4.1.1.1.

	Effective until June 9, 2022	Effective June 10, 2022 0.50% Increase	Effective September 1, 2022 1.25% Increase	Effective September 1, 2023 2.00% Increase
Basic Allowance; plus	\$ 12,810.00	\$ 12,874.05	\$ 13,034.98	\$ 13,295.68
For each of the first 10 certified teachers; plus	\$ 769.00	\$ 772.85	\$ 782.51	\$ 798.16
For each additional certified teacher	\$ 536.00	\$ 538.68	\$ 545.41	\$ 556.32

4.1.1.2. *The teacher count shall be as of October 31st of the current school year.*

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

4.1.2. Vice Principal and Assistant Principal Allowances

4.1.2.1. *In addition to the salary in clause 3.2.3, each vice principal shall receive fifty per cent (50%) of the allowance paid to the principal.*

4.1.2.2. *The assistant principal shall receive twenty-five per cent (25%) of the principal allowance.*

4.1.2.3. *The minimum allowance for vice principal and assistant principal will be adjusted in accordance with current proportionality to the principal allowance.*

4.1.3. Division Supervisor and Division Coordinator Allowances

In addition to salary in clause 3.2.3, each division supervisor or division coordinator shall receive, monthly, an allowance equal to one-twelfth (1/12th) of the following schedule:

4.1.3.1. ***Division supervisor:*** *Equal to twenty per cent (20%) of the grid position for a teacher with four (4) years education and maximum experience.*

4.1.3.2. ***Division coordinator:*** *Equal to ten per cent (10%) of the grid position for a teacher with four (4) years education and maximum experience.*

4.1.4. **Additional Allowances**

4.1.4.1. When additional allowances not covered by this collective agreement are being paid, a job description for each such position shall be supplied to the local teacher's teacher welfare committee.

4.2. **Red Circling**

4.2.1. In the event that the Employer requests a transfer of a school level administrator to a divisional position or a school level administrator to another school for which the administrative allowance is a lesser amount than the administrator is receiving, the administrator shall continue to receive the allowance in effect on the date of the notice of transfer until such time that the provisions of the collective agreement entitle the administrator to an annual allowance which is greater.

4.3. **Acting / Surrogate Administrators – Compensation**

4.3.1. In the absence of a principal and vice principal, where applicable, a teacher shall be designated to serve as acting principal. When appointed, the acting principal shall receive an allowance equal to one two-hundredth (1/200th) of the principal's allowance for each day of the appointment.

4.3.2. The administrator or acting administrator, at their discretion, shall be provided release time from teaching duties during the period of designation.

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 Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

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

4.5. Other Administrators Conditions

4.5.1. Allocation and Appointment of Administration

- 4.5.1.1. *In schools where there are fifteen (15) or more teachers (exclusive of the principal) the Employer shall designate a teacher as vice principal or assistant principal.*

4.6. Lieu Days

- 4.6.1. *Effective the date of ratification of this collective agreement, principals will be granted three (3) lieu days per school year, to be taken prior to June 1st of each year, at a time mutually agreeable to the principal and the superintendent or designate.*
- 4.6.2. *Effective the date of ratification of this collective agreement, assistant / vice principals will be granted two (2) lieu days per school year, to be taken prior to*

June 1st of each year at a time mutually agreeable to the assistant principal and superintendent or designate.

- 4.6.3. The paid days must be taken by June 1st of the school year or days will be forfeited and no payment shall be made-in-lieu.

4.7. Vacation Work Schedule

- 4.7.1. Any teacher in receipt of an administrative allowance shall accept the responsibility of having their school operational on the commencement day of each year and closed before summer break.
- 4.7.2. Administrators can develop, with their leadership team, a flexible schedule for their own presence at the school.
- 4.7.3. Such plans shall be shared with the superintendent / designate.
- 4.7.4. The Employer expects that site-based administrators will ensure that they have vacation time and are not expected to be on call throughout the summer. Notwithstanding this clause, it is understood by both parties that school administration may be contacted at any time throughout the year for extenuating circumstances.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

- 5.1.1. *Payment for substitute teachers who work less than half (1/2) a day shall be zero point one, one, seven per cent (0.117%) of the maximum step and four (4) years education inclusive of vacation pay.*

5.1.2. Full Day Rate:

- 5.1.2.1. *Effective until June 9, 2022, substitute teachers' daily rates of pay will be \$208.91 plus six per cent (6.00%) vacation pay of \$12.53 for a \$221.44.*
- 5.1.2.2. *Effective June 10, 2022, 0.50% increase, the substitute teachers' daily rates of pay will be \$209.95 plus six per cent (6.00%) vacation pay of \$12.59 for a total of \$222.55.*
- 5.1.2.3. *Effective September 1, 2022, 1.25% increase, the substitute teachers' daily rates of pay will be \$225.33 plus two per cent (2.00%) in lieu of benefits, \$4.51 for a total of \$229.84.*
- 5.1.2.4. *Effective September 1, 2023, 2.00 % increase, the substitute teachers' daily rates of pay will be \$229.84 plus two per cent (2.00%) in lieu of benefits, \$4.60 for a total of \$234.44.*

- 5.1.3. *Notwithstanding 5.1.1, a substitute teacher shall be paid sixty per cent (60%) of the full day rate indicated in clause 5.1.2 for each partial day worked (inclusive of holiday pay). A teacher who works more than sixty per cent (60%) of an instructional day shall receive one hundred per cent (100%) of the substitute teacher's daily rate (inclusive of holiday pay). If a teacher works two (2) partial day assignments on the same day, they shall receive one hundred per cent (100%) of the substitute teacher's daily rate of pay (inclusive of holiday pay).*

5.2. Commencement of Grid Rate

- 5.2.1. **Number of days to go on grid:** *Substitute teachers shall be placed on the grid according to their Teacher Qualification Service (TQS) evaluation, on the fourth (4th) consecutive day of substitution for the same teacher.*
- 5.2.2. *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day, or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3. Other Substitute Teacher Conditions

5.3.1. Cancellation of Substitute Assignment

- 5.3.1.1. When a substitute teacher has accepted employment, such employment shall not be cancelled after 5:00 p.m. the day before the assignment.

5.3.2. Booking of Substitutes

- 5.3.2.1. The Employer will make best efforts to ensure that substitute teacher(s) will be hired for each teacher absence, on an instructional day.

5.3.3. Employer Faith Day

- 5.3.3.1. Substitute teachers who are employed with the Employer and accept assignments in the current school year shall be eligible to attend a faith day with pay in accordance with clause 5.1.2.

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 Salaries

- 6.2.1. *Part time teachers shall receive the salary stipulated in this agreement on a prorated basis according to the percentage of time worked.*

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

6.3. Part Time Teachers Benefits and Proration

6.3.1. *Part time teachers who work a zero point five (0.5) FTE or higher are entitled to the same benefits and Employer contributions under article 7 as full time teachers. Part-time teachers who work less than a zero point five (0.5) FTE are entitled to fifty per cent (50%) benefits and Employer contributions under article 7.*

6.4. Other Part Time Teacher Conditions

6.4.1. A part time teacher's FTE will not be varied by more than a zero point two (0.2) FTE without mutual agreement.

6.4.2. Movement Between Full and Part Time

6.4.2.1. Where a teacher on a continuing contract wishes to adjust their contract status from full time to part time, or part time to full time, they may apply to the superintendent or designate for alteration of their assignment. Such application must be made no later than April 30th of the school year immediately preceding the year in which change in FTE is to take place.

6.4.3. Contiguous Schedule

6.4.3.1. Part time teacher's schedules will be contiguous where reasonably practicable.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier, and Premiums

7.1.1. *Subject to the provisions of the master policies, the Employer shall pay one hundred per cent (100%) of the premiums of the following plans for each teacher.*

7.1.1.1. *Alberta School Employee Benefit Plan (ASEBP) Extended Health Care Plan 1*

7.1.1.2. *ASEBP Extended Disability Plan D*

7.1.1.3. *ASEBP Group Life, Schedule 2*

7.1.1.4. *ASEBP Dental Care Plan 3*

7.1.1.5. *ASEBP Vision Care 3*

7.1.1.6. *ASEBP Accidental Death and Dismemberment Plan 2*

7.2. Group Benefit Eligibility

- 7.2.1. *All teachers, as a condition of employment, shall participate in clause 7.1.1.2 and 7.1.1.3 identified in clause 7.1.1 above.*

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

- 7.3.1. *The Employer shall provide an HSA / WSA to all eligible teachers. The Employer will contribute nine hundred dollars (\$900.00) for each teacher. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency (CRA) and the Income Tax Act of Canada.*
- 7.3.2. *The HSA / WSA shall be administered by ASEBP, and the Employer will assume the cost of administering the plan.*
- 7.3.3. *For those teachers employed as of October 31st, the Employer will deposit the full amount of the HSA / WSA no later than November 30th.*
- 7.3.4. *For those teachers hired after October 31st through the interim or temporary contract, the following will apply:*
- 7.3.4.1. *A teacher on interim or temporary contract employed by the Employer the following September will receive the prorated HSA / WSA amount the following year.*
- 7.3.4.2. *A teacher on interim or temporary contract for less than a year and not returning the following year will be entitled to a prorated HSA / WSA that will be administered by the Employer.*

7.4. Other Group Benefits

7.4.1. Employment Insurance Premium Reduction

- 7.4.1.1. *It is understood that payment made toward the aforementioned benefit plans shall permit the Employer to retain and not pass on to teachers any rebate of premiums otherwise required under the Employment Insurance Commission regulations.*

7.4.2. Group Benefits – Retired Teachers

- 7.4.2.1. *When a teacher participating in the ASEBP early retirement package or other form of retirement benefit package is employed by the Employer, the Employer will pay the teacher the amount the Employer would be required to contribute to the teacher benefit premiums if that teacher were to be enrolled under clause 7.1.1.*

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

- 8.1.1. *Effective until August 31, 2022, teacher instructional time will be capped at nine hundred and seven (907) hours per school year.*

- 8.1.1. *Effective September 1, 2022, teacher instructional time will be capped at nine hundred and sixteen (916) hours per school year commencing the 2022-2023 school year.*
- 8.1.2. *Teacher assignable time will be capped at twelve hundred (1200) hours per school year.*

8.2. Assignable Time Definition

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

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

8.3. Duty Free Lunch

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

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

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

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

8.4. Other Conditions of Practice

8.4.1. Preparation Time

8.4.1.1. The Employer shall not unilaterally impose additional responsibilities that reduce the amount of personal preparation time available during the school day.

9. PROFESSIONAL DEVELOPMENT

9.1. Teacher Professional Growth Plan

9.1.1. *Teacher Professional Growth Plans will consider but will not be required to include the Employer's goals.*

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

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

9.2. Tuition Assistance Allowance

9.2.1. Teachers shall be able to access funds for approved courses to support their professional growth plans up to the same amount as the established school professional development funding.

9.2.2. Upon proof of successful completion of a university-accredited course, a teacher shall be reimbursed up to one thousand, four hundred and fifty-nine dollars (\$1,459.00) per full course per school year or up to seven hundred and thirty dollars (\$730.00) per half (1/2) course. A full course is defined as seventy-eight (78) university credit contact hours and a half (1/2) course is

defined as thirty-nine (39) university credit contact hours. Applications, including the details of the course to be taken must be submitted to the Employer prior to May 31st of the school year the course was completed. No teacher shall be entitled to receive benefit from this provision for more than one (1) full course per school year.

- 9.2.3. Tuition Assistance Allowance is not available to those teachers on approved Educational Leave as per clause 9.3.3.

9.3. Professional Improvement / Educational Leave

- 9.3.1. *Educational leave shall mean any leave of absence granted to a teacher for professional development through study. A teacher who has been employed by the Employer for five (5) years or more may, upon application, be granted leave of absence by the Employer for one (1) year or for one-half (1/2) year.*
- 9.3.2. *A leave of absence granted by the Employer under clause 9.3.1 shall be subject to the following conditions and understanding:*
- 9.3.2.1. *that the teacher will spend the leave in improving professional qualifications as a teacher, in such a manner as is approved by the superintendent of schools;*
- 9.3.2.2. *that the teacher will not engage in remunerative work during the leave, unless the remuneration is accorded in connection with a fellowship awarded by the education institution where studies are pursued;*
- 9.3.2.3. *that the leave will be taken during one (1) school year only;*
- 9.3.2.4. *that the teacher will return to regular duty with the Employer at the opening of schools for the next school year or for the next half school year, as the case may be, and,*
- 9.3.2.5. *a teacher who is granted educational leave shall give an undertaking, in writing, to return to their duties following the expiry of their leave and shall not resign or retire from teaching service other than by mutual agreement between the Employer and the teacher, for a period of at least two (2) years after resuming duties.*
- 9.3.3. The remuneration of a teacher granted educational leave shall be an annual salary, payable in twelve (12) equal monthly instalments of: seventy per cent (70%) of the teacher's salary in effect at the time the leave was granted. Maximum salary under this article shall be seventy per cent (70%) of the four (4) year maximum in effect at the time the leave was granted.
- 9.3.4. Remuneration for an educational leave granted for a half-year (1/2) by the Employer shall be calculated on a prorated basis in accordance with clause 9.3.3.

- 9.3.5. If a teacher receives less than the full remuneration entitled under clause 9.3.3, the time that they are required to provide service shall be prorated in accordance with the remuneration. In any event, the teacher shall be required to return to their duties for a period for at least one year.
- 9.3.6. Should a teacher by mutual agreement, resign or retire from the service of the Employer before completing their two (2) years of service following such leave, the repayment of educational leave salary with interest, as charged by the bank where the Employer transacts its business, shall be made to the Employer on a prorated basis.
- 9.3.7. *Experience increments will not be granted to teachers for the period of leave.*
- 9.3.8. *A teacher on leave of absence under clause 9.3.1 shall return to the same school in an equivalent position or another assignment agreeable to the teacher.*
- 9.3.9. *For leaves commencing on or after September 1st, applications must be made on or before the first (1st) of March of the same calendar year.*
- 9.3.10. *The Employer shall consider all applications and shall grant at least one (1) educational leave per year if any applications are received. All applicants shall be informed of the Employer's decision on or before the last day of March in each year.*

10. SICK LEAVE

- 10.1. *Annual sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness, or disability, in accordance with the following schedule:*
- 10.2. *Sick leave shall accumulate during the first (1st) year of service at the rate of one hundred per cent (100%) of the unused portion of the yearly twenty (20) days (two (2) days per month worked). Where a teacher teaches for less than a school year, authorized absence under this clause may in the aggregate not exceed two (2) days for each month taught.*
 - 10.2.1. *Upon active commencement of duties in the second (2nd) consecutive school year of continuous employment under a contract of continuous employment with the Employer all unused sick leave credits shall be cancelled.*
 - 10.2.2. *During the second (2nd) and subsequent years of service, sick leave with full salary will be granted for sickness for a period of ninety (90) calendar days.*
 - 10.2.3. *Where a teacher has suffered an illness and / or has been paid under the provisions of the ASEBP, upon return to duty, shall be entitled to an additional ninety (90) calendar days of sick leave.*
 - 10.2.4. *In instances where the teacher has been continuously absent for a period of sixty (60) or more calendar days, reinstatement of the sick leave entitlement shall be made contingent on the teacher providing a medical certificate*

(Appendix A), signed by a medical practitioner prior to the date of return verifying that the teacher is able to return to work on a continuing basis.

- 10.2.5. *In addition, the ninety (90) calendar days shall not be reinstated until the teacher has been actively at work for ten (10) consecutive teaching days, unless the absence is a result of a new medical condition supported by a certificate signed by a medical practitioner (Appendix B). Should a teacher be unable to fulfill the above requirement then sick leave shall only be available to the extent of the unused portion of the initially available ninety (90) calendar days.*
- 10.2.6. *Upon submission of a receipt for the cost of completing the certificate along with the completed certificate, the Employer shall reimburse the teacher for the charges levied by a medical practitioner for the completion of the certificate as per clauses 10.2.4 and 10.2.5.*
- 10.2.7. *These certificates shall only be amended by the agreement of the parties.*
- 10.3. *On the termination of employment of a teacher, all sick leave entitlements with the Employer shall be cancelled.*
- 10.4. *If the absence is for a period of more than three (3) consecutive days, the teacher is required to present a medical certificate within a reasonable time.*
- 10.5. *After ninety (90) continuous calendar days of illness or medical disability, no further salary shall be paid. When a teacher has been on sick leave and wishes to return to work, the teacher may be required by the Employer to provide medical evidence, satisfactory to the Employer, that the teacher is fit to commence duties as assigned, at the Employer's expense.*
- 10.6. *In the event there is an epidemic or public health notice issued by the local public health authority, the Employer may waive the requirement to provide a medical certificate upon notification to the Association.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

- 11.1.1. *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2. *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.2. *A teacher shall, when possible, give the Employer three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*

- 11.1.4. *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.1.5. *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.*

11.2. Parental Leave

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

11.3. Salary Payment and Benefit Premium Health Related

- 11.3.1. *The Employer shall top up Supplementary Employment Benefits (SEB) to one hundred per cent (100%) of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per article 10.*
- 11.3.2. *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per article 10.*

- 11.3.3. *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. *The Employer shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The Employer shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The HSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Employer to prepay one hundred per cent (100%) of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3. *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Employer portion of the benefit premiums.*
- 11.4.4. *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5. *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums and shall reimburse the Employer upon receipt of an invoice.*
- 11.4.6. *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE

12.1. *A teacher shall be granted two (2) days personal leave per school year without loss of pay and without deductions for substitute pay providing that:*

- 12.1.1. *A substitute is available.*

- 12.1.2. *A planned program is available for the substitute.*
- 12.1.3. *The notice is submitted in writing to the principal.*
- 12.2. *Each teacher may accumulate personal days to a maximum of five (5).*
 - 12.2.1. *No more than three (3) consecutive days may be taken at any one time. Upon written request to the superintendent, approval for more than three (3) consecutive days may be granted and notification of decision will be given, in writing, within ten (10) calendar days.*
- 12.3. *Notwithstanding clauses 12.1 and 12.2, no personal leaves will be granted to teachers during the two (2) days immediately preceding and following Christmas vacation, Easter vacation, spring break, and summer vacation. Upon written request to the superintendent, approval may be granted if:*
 - 12.3.1. *No other paid leave can be accessed;*
 - 12.3.2. *The date of the event is not within the teacher's control;*
 - 12.3.3. *A substitute is available;*
 - 12.3.4. *Where possible, the request is made two (2) weeks in advance; and /or,*
 - 12.3.5. *Any request that does not meet the above criteria will be dealt with on an individual basis in consultation with the superintendent.*
- 12.4. *Private business / Personal leave is not to be used to attend and / or facilitate extra-curricular activities (i.e. coaching).*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

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

is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.

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

Effective September 1, 2022

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

14. OTHER LEAVES

- a) *A teacher may also apply for leave of absence for reasonable cause and it shall be at the sole discretion of the superintendent to grant such leave, to determine the length of the leave and whether it shall be granted with or without salary or with salary less the cost of the substitute.*
- b) *Notwithstanding the foregoing, the Employer shall continue the premium payment for health insurance plans during leaves of absence of less than five (5) teaching days.*

- c) *All requests for leave shall be made in writing and shall be made at least one (1) month prior to the beginning of the leave, except in situations of unforeseen or emergency nature, in which case the teacher's request shall be made as soon as they become aware of the situation which prompted the request for leave.*
- d) *A teacher who has been granted a leave of absence and fails to return on the date granted by the Employer, shall be deemed to have terminated their employment, unless it is subsequently shown that special circumstances prevented them from reporting to their place of work.*
- e) *Experience increments shall not be granted for leave of absence.*
- f) *Any eligible leave where teachers wish to maintain benefit insurance coverage will have the option to pre-pay or post-pay contributions with written notification to the corporate treasurer.*

14.1. Bereavement Leave

- 14.1.1. *In the event of a death, in order to attend a funeral of a father, mother, legal guardian, wife, husband, child, brother, sister, grandparents or grandchildren, uncle or aunt, father-in-law or mother-in-law of the employee, or relative who is a member of the household, bereavement leave with pay will be provided as follows:*
 - 14.1.1.1. *Up to five (5) working days if death or funeral occurs within a one thousand kilometer (1000km) radius from the teacher's usual residence.*
 - 14.1.1.2. *Up to seven (7) working days if death or funeral occurs outside of a one thousand kilometer (1000km) radius from the teacher's usual residence.*
- 14.1.2. *A teacher is entitled to a leave of up to three (3) days with salary and benefits to attend the funeral of a relative not mentioned in clause 14.1.1, provided a planned program of instruction can be maintained by the school.*

14.2. Critical Illness Leave

- 14.2.1. *In the event of critical illness of a father, mother, legal guardian, wife, husband, child, brother, sister, grandparents or grandchildren, uncle or aunt, father-in-law, or mother-in-law of the employee, or relative who is a member of the household, critical illness leave with pay will be provided as follows:*
 - 14.2.1.1. *Up to five (5) working days if the critical illness occurs within a one thousand kilometre (1000 km) radius from the teacher's usual residence.*
 - 14.2.1.2. *Up to seven (7) working days if the critical illness occurs outside of a one thousand kilometre (1000 km) radius from the teacher's usual residence.*

- 14.2.2. *A medical certificate attesting the critical illness must be submitted if requested by the superintendent or designate. Critical illness is defined as where death of one (1) of the relatives named in clause 14.2.1 is imminent.*

14.3. Family Medical Leave

- 14.3.1. *Five (5) days per school year leave shall be granted with full pay for necessary family medical attention provided that the teacher's number of sick leave days as granted by clause 10.2 is reduced by a corresponding amount.*
- 14.3.2. *Family is defined as spouse, child, parent, parent-in-law, and members of the immediate household.*

14.4. Leave for Child's Arrival

- 14.4.1. *For not more than five (5) days, leave for child's arrival shall be granted for the birth of the teacher's own child to be used within two (2) weeks of the day of birth.*

14.5. Inclement Weather and Impassable Road Condition Leave

The superintendent or their designate shall grant leave when the teacher despite reasonable effort, is unable to travel to their school from their usual place of residence because of:

- 14.5.1. Inclement weather, or
- 14.5.2. Impassable public road conditions.

14.6. Jury or Crown Witness Duty Leave

- 14.6.1. *A leave of absence without loss of pay and benefits, shall be granted.*
- a) *for Jury Duty or any summons related thereto; or*
- b) *to answer a subpoena or summons to attend any court proceedings as a witness in a cause other than their own.*
- 14.6.2. *The teacher shall reimburse the Employer an equivalent amount of any remuneration, less any expenses, set out by the court.*
- 14.6.3. *A teacher shall not be paid for time missed to attend court as a result of being charged with an offence or if acting as a volunteer witness.*

14.7. High School Graduation, Convocation or Post-Secondary Exam Leave

- 14.7.1. *A teacher shall be granted one (1) day without loss of pay or benefits for attendance at their own convocation or other post-secondary graduation.*

- 14.7.2. Effective January 1, 2024, a teacher shall be granted one (1) day without loss of pay or benefits for attendance at a post-secondary convocation if the convocation is held on an operational school day, at which their child, child in their care, or spouse is receiving a diploma or degree. Requests must be submitted to the superintendent or designate, in writing, for prior approval.
- 14.7.3. Effective January 1, 2024, a teacher shall be granted one (1) day without loss of pay or benefits for attendance at a high school graduation, if the graduation is held on an operational school day at which their child, or a child in their care is receiving a diploma or certificate of completion. Requests must be submitted to the superintendent or designate, in writing, for prior approval.
- 14.7.4. A teacher may be provided, with pay, at the sole discretion of the superintendent, in order to write university / post-secondary exams for course(s) in which they are enrolled.

14.8. Family Needs Leave

- 14.8.1. *A teacher shall be granted two (2) days family needs leave per school year without loss of salary or benefits and without deductions for substitute pay providing that:*
 - 14.8.1.1. *The absence is to take care of obligations / needs of the teacher's child, spouse, parent, parent-in-law, and members living in the teacher's household,*
 - 14.8.1.2. *A substitute is available,*
 - 14.8.1.3. *A planned program is available for the substitute, and*
 - 14.8.1.4. *The notice is submitted in writing to the principal.*
- 14.8.2. *These days must be used in the current school year with no carry-over.*
- 14.8.3. *Notwithstanding clause 14.8.1, no family needs leaves will be granted to teachers during the two (2) days immediately preceding and following Christmas vacation, Easter vacation, spring break, and summer vacation.*
- 14.8.4. *Notwithstanding clause 14.8.1 or 14.8.3 no family needs leaves can be attached to personal leave days or any other leaves.*

14.9. Emergency Leave

- 14.9.1. Emergency leave with pay shall be granted to teachers severely impacted by natural disasters which necessitate an evacuation of their primary residence. Teachers must provide notification of evacuation to superintendent or designate.

15. GRIEVANCE PROCEDURE

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

- 15.1. *This procedure applies to differences:*

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

- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the superintendent or designate and the Associate Coordinator- Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the Employer, and shall contain the following:*
 - 15.4.1. *The name(s) of the parties aggrieved;*
 - 15.4.2. *A statement of facts giving rise to the grievance;*
 - 15.4.3. *The article(s) of the agreement that are alleged to have been violated; and,*
 - 15.4.4. *The remedy or correction being sought.*
- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the Employer, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.*
 - 15.5.1. *When requested by TEBA, the Employer shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. *Representatives of the Employer and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
 - 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the Employer when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Employer portion of statutory benefit contributions, as per clause 13.2. The Employer will give advance notice to the Association when a representative of the Employer affected by the*

grievance is attending a grievance meeting. If the matter involves a grievance by the Employer against a teacher, the Employer shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.

- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the Employer and / or the Association may convey a grievance to arbitration.*
- 15.11. *The Employer and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three (3) member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three (3) member arbitration board, and the nominees shall endeavour to select an independent Chair.*
 - 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second (2nd) representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator / arbitration board is final and binding on:*
 - 15.15.1. *The Employer and the Association; and,*
 - 15.15.2. *Teachers covered by the collective agreement who are affected by the award.*
- 15.16. TEBA Involvement in Grievance Proceedings**
 - 15.16.1. *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the Employer.*

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

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

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

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

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

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

15.17. Optional Mediation Process

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

15.17.2. *The mediator shall be appointed by mutual agreement of the parties and the expenses of the mediator shall be equally borne by the parties. If the parties cannot reach agreement on a mediator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

15.17.3. *The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and / or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an arbitration board for resolution.*

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

15.18. Administration

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

16. EMPLOYMENT

16.1. Temporary Contracts

- 16.1.1. Each teacher on temporary contract shall be notified in writing by May 30th, whether or not their contract will be renewed for the following school year. In special cases, the letter might be non-committal and contain an explanation.

16.2. Staff Reduction and Retaining

- 16.2.1. *No teacher shall have their contract terminated due to staff reduction if a suitable position becomes available through staff attrition.*

16.3. Transfers

- 16.3.1. When a teacher, upon request by the Employer, is transferred to another school which requires a change of residence, the Employer will pay receipted expenses to a maximum of one thousand dollars (\$1,000.00).

16.4. Subrogation

- 16.4.1. Definitions (for the purposes of this article only):
 - 16.4.1.1. **Cost of absence** means the total remuneration paid by the Employer during a period when the teacher was absent from work.

- 16.4.1.2. **Interest** means interest calculated in accordance with the provision of the *Judgment Interest Act*, RSA 2000, c.J-1, and amendments and regulations thereto.
- 16.4.1.3. **Judgment or settlement** means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
- 16.4.1.4. **Remuneration** means the salary, allowances, benefit premiums, and other monies paid to or in respect of the teacher by the Employer.
- 16.4.1.5. **Teacher** means an employee in respect of whom the Employer has incurred a cost of absence, and includes the teacher's personal representative, trustee, guardian, or the estate of the deceased teacher.
- 16.4.2. In the event that the Employer incurs a cost of absence as a result of an act or omission of a third party, the Employer is subrogated to any right or recovery of the teacher's from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:
 - 16.4.2.1. The teacher shall advise the Employer in advance of the teachers' intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;
 - 16.4.2.2. The teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
 - 16.4.2.3. The Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
 - 16.4.2.4. The teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages, and attend examinations for discovery or assist as a witness where required;
 - 16.4.2.5. The teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
 - 16.4.2.6. Upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer.

- 16.4.2.7. The teacher shall not release any third party from the cost of absence without the consent of the Employer; and
- 16.4.2.8. The Employer's consent to settlement shall not be unreasonably withheld.
- 16.4.3. When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest, less a proportionate share of legal fees payable thereon by the teacher to their solicitor with respect to such recovery.
- 16.4.4. When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgement, pay to the Employer, the amount of the cost of absence recovered plus interest, less a proportionate share of legal fees payable thereon by the teacher to their solicitor with respect to such recovery.
- 16.4.5. The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provision of this article.
- 16.4.6. In exercising any of its rights under this article, the Employer shall have due regard for the interests of the teacher.

SIGNATURE PAGE

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

ON THE BEHALF OF THE EMPLOYER:

ON THE BEHALF OF THE ASSOCIATION:

Name
Title

Name
Title

Name
Title

Name
Title

Name
Title

Name
Title

Name
Title

Sean D. Brown
Associate Coordinator, Collective Bargaining

LETTERS OF UNDERSTANDING: CENTRAL

LETTER OF UNDERSTANDING 1:

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING 2:

RE: INTERIM GRIEVANCE PROCEDURE

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

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

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

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

TRANSITION OF EXISTING GRIEVANCES

1. *For grievances filed under article 15 (Central Grievance Procedure) of 2018-2020 teacher collective 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 Employer and the Association will meet no later than March 31, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
- a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
 - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

INTERIM GRIEVANCE PROCEDURE

- 15.1. *This procedure applies to differences:*
- 15.1.1. *About the interpretation, application, operation, or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;*
 - 15.1.2. *Where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*
- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the superintendent or designate and the Associate Coordinator-Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the Employer, and shall contain the following:*
- 15.4.1. *The name(s) of the parties aggrieved;*
 - 15.4.2. *A statement of facts giving rise to the grievance;*
 - 15.4.3. *The article(s) of the agreement that are alleged to have been violated; and,*
 - 15.4.4. *The remedy or correction being sought.*
- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the Employer, the Chair of the*

Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.

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

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

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

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

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

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

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

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

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

15.17. Optional Mediation Process

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

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

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

15.18. Administration

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

LETTER OF UNDERSTANDING 3:

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING 4:

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

LETTER OF UNDERSTANDING 5:

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING 6:

EXPEDITED ARBITRATION (12 MONTH-PILOT)

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

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

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

LETTER OF UNDERSTANDING 7:

DUTY TO ACCOMMODATE

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

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

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

LETTER OF UNDERSTANDING 8:

DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

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

LETTER OF UNDERSTANDING 9:

EXPERIENCE FORM

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

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

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

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

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

Prior Experience

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

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

LETTERS OF UNDERSTANDING: LOCAL

LETTER OF UNDERSTANDING 10:

TEACHERS' CONVENTION EXPENSES AND THE CRA

The Employer agrees to maintain an Administrative Procedure (AP) that states it shall continue to supply each teacher who attends The Alberta Teachers' Association (ATA) Convention with a T2200 attached to the annual T4's.

LETTER OF UNDERSTANDING 11:

SUBSTITUTE TEACHERS

The Employer agrees to maintain, in AP 460 Substitute Teachers, an article that states when the Employer requests attendance of a substitute teacher at an Employer directed professional development, the Employer will pay the substitute daily rate as outlined in clause 5.1.2 of the collective agreement between the Employer and the Association.

- Substitute teachers will be paid for travel time at a rate of fifteen dollars (\$15.00) per hour, to the nearest quarter (0.25) hour.
- On an annual basis, by November 1st, the superintendent shall define what schools will be eligible for that benefit during that school year and notify the Teacher Welfare Committee.

LETTER OF UNDERSTANDING 12:

CALENDAR MEETING WITH THE TEACHER WELFARE COMMITTEE (TWC)

The superintendent shall contact the TWC chair following the March regular School Board meeting of neighbouring school divisions (The Northern Gateway School Division (NGSD), The Peace River School Division (PRSD), The High Prairie School Division (HPSD)) and they shall arrange to meet prior to April 1st of each year with the TWC. The superintendent will provide information on the development of the Employer School Calendar.

**LETTER OF UNDERSTANDING 13:
COLLABORATIVE DECISION MAKING**

The Teacher Board Advisory Committee will be tasked to work with senior administration and School Board Trustees to develop an administrative procedure that addresses the development of communication protocols.

This letter of understanding expires June 30th, 2025.

LETTER OF UNDERSTANDING 14:
ADMINISTRATIVE PROCEDURE (AP) 422

Effective January 1st, 2024, the Employer shall amend and maintain AP 422 as follows:

5. School budgets shall include a minimum of \$500.00 per certified staff for professional development activities.
 - 5.1. Schools shall use funds allocated for in-service from Alberta Education for certified staff in-service.
 - 5.2. Schools shall assist in reimbursing costs for transportation and subsistence costs for approved activities and in accordance with the rates specified.
 - 5.3. Schools shall assist in reimbursing the certified staff for registration fees exclusive of membership fees.
 - 5.4. Schools shall not use funds to reimburse university accredited courses. Reflect three (3) professional development days per certified staff substitute cost.

LETTER OF INTENT FOR THE 2020–2024 COLLECTIVE AGREEMENT

When creating the school year calendar, the Employer shall attempt to work with partnering school divisions in the hopes they may provide around a half (1/2) day non-operational day directly preceding the first day of the Teachers' Convention, so long as the location of the convention necessitates travel.

APPENDIX A: RETURN FROM MEDICAL LEAVE CERTIFICATE

Return from Medical Leave Certificate

1. Employee Name: _____

2. Job Title / Occupation: _____

3. Current Work Capacity:

- Return to work with no restrictions.
- Return to work with modified Work

Restrictions on work (i.e. Modified hours or modified duties)

Attending Physician: _____

Date: _____

APPENDIX B: NEW CONDITION CERTIFICATE

Certification that Required Medical Leave Is Due to a New Condition Certificate

1. Employee Name: _____
2. Job Title / Occupation: _____

I certify that the condition causing the above-named person to be absent from work is different than the condition that required them to be absent on the dates of _____.

Attending Physician: _____

Date: _____