

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 EAST CENTRAL ALBERTA 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 East Central Alberta Catholic Separate Schools 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 terms and conditions of employment of such teachers and their salaries 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 all the terms of employment of the teachers.

1. APPLICATION / SCOPE

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

1.2. Excluded Positions

1.2.1. Superintendent

1.2.2. Deputy superintendent

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

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

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

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

1.5. Role of TEBA

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

2. TERM

- 2.1. *The term of this collective agreement is September 1, 2020 to August 31, 2024. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2024.*
- 2.2. **List Bargaining**
 - 2.2.1. *Negotiations regarding the list of central and local matters must commence not less than six (6) months and not more than eight (8) months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*
 - 2.2.2. *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*
- 2.3. **Central Matters Bargaining**
 - 2.3.1. *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding Section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than fifteen (15) days and not more than*

thirty (30) days after the central matters and local matters have been determined.

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

2.4. Local Bargaining

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

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

2.5. Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6. Meet and Exchange

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

- 2.6.2. *For local table bargaining, representatives of the Association and an Employer shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first meeting, the Association and 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) / 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. *Payment shall be made on or before the twenty-fourth (24th) day of each month.*

3.2. Grid

- 3.2.1. *The Employer shall pay all teachers the salaries and allowances as herein set forth and computed.*
- 3.2.2. *All sums mentioned herein are "**per annum**" unless specifically stated otherwise.*
- 3.2.3. *The amount of university education of a teacher and the length of teaching experience computed as hereinafter provided, shall together determine the annual salary rate of each teacher employed by the Employer. The minimum salary, the maximum salary, and increments for each year of teaching experience are tabulated below.*
 - 3.2.3.1. *Effective until June 9, 2022*

Years of Experience	Years of Education		
	Four	Five	Six
0	\$ 59,531	\$ 63,221	\$ 66,911
1	\$ 63,371	\$ 67,070	\$ 70,766
2	\$ 67,214	\$ 70,918	\$ 74,621
3	\$ 71,057	\$ 74,766	\$ 78,475
4	\$ 74,901	\$ 78,614	\$ 82,329
5	\$ 78,745	\$ 82,463	\$ 86,180
6	\$ 82,583	\$ 86,309	\$ 90,032
7	\$ 86,427	\$ 90,160	\$ 93,892
8	\$ 90,269	\$ 94,005	\$ 97,744
9	\$ 94,107	\$ 97,856	\$ 101,603

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

Years of Experience	Years of Education		
	Four	Five	Six
0	\$ 59,829	\$ 63,537	\$ 67,246
1	\$ 63,688	\$ 67,405	\$ 71,120
2	\$ 67,550	\$ 71,273	\$ 74,994
3	\$ 71,412	\$ 75,140	\$ 78,867
4	\$ 75,276	\$ 79,007	\$ 82,741
5	\$ 79,139	\$ 82,875	\$ 86,611
6	\$ 82,996	\$ 86,741	\$ 90,482
7	\$ 86,859	\$ 90,611	\$ 94,361
8	\$ 90,720	\$ 94,475	\$ 98,233
9	\$ 94,578	\$ 98,345	\$ 102,111

*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 Experience	Years of Education		
	Four	Five	Six
0	\$ 60,577	\$ 64,331	\$ 68,086
1	\$ 64,484	\$ 68,248	\$ 72,009
2	\$ 68,394	\$ 72,163	\$ 75,932
3	\$ 72,305	\$ 76,079	\$ 79,853
4	\$ 76,216	\$ 79,995	\$ 83,775
5	\$ 80,128	\$ 83,911	\$ 87,694
6	\$ 84,033	\$ 87,825	\$ 91,613
7	\$ 87,945	\$ 91,743	\$ 95,541

Years of Experience	Years of Education		
	Four	Five	Six
8	\$ 91,854	\$ 95,656	\$ 99,461
9	\$ 95,760	\$ 99,575	\$ 103,387

*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 Experience	Years of Education		
	Four	Five	Six
0	\$ 61,788	\$ 65,618	\$ 69,448
1	\$ 65,774	\$ 69,613	\$ 73,449
2	\$ 69,762	\$ 73,607	\$ 77,450
3	\$ 73,751	\$ 77,601	\$ 81,450
4	\$ 77,741	\$ 81,595	\$ 85,450
5	\$ 81,731	\$ 85,589	\$ 89,447
6	\$ 85,714	\$ 89,581	\$ 93,445
7	\$ 89,704	\$ 93,578	\$ 97,452
8	\$ 93,691	\$ 97,569	\$ 101,450
9	\$ 97,675	\$ 101,566	\$ 105,455

*Salary adjustments also apply to allowances and daily rates of substitute teachers.

3.3. Education

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

- 3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the Employer within sixty (60) operational days from the date of completion of education or commencement of employment.*
- 3.3.4.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
- 3.3.4.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

3.4. Experience

Teachers shall:

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

Prior Experience

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this Article.*
- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero (0) years of experience on the salary grid.*
- b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*

c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

3.4.7. *The Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*

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

a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*

b) *The position held while earning the experience was one that required a valid teaching certificate; and,*

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

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

Effective until June 9, 2022

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

Effective June 10, 2022, repeal and replace clause 3.4.10 above.

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

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

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

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

3.5.1.2. *This evaluation shall be conducted when a teacher is hired to teach a CTS or other program where trade or other specialized education*

or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.

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

Effective until August 31, 2022

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

Effective September 1, 2022 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. Service Outside the Operational Calendars

3.6.1. Teachers who are directed by the superintendent or designate to provide service outside the regular school calendar shall be compensated at a rate of one two-hundredth (1/200th) per full day or one four-hundredth (1/400th) per half (1/2) day.

3.7. Long Service Recognition

3.7.1. Effective September 1, 2024, teachers on their twentieth (20th) and thirtieth (30th) year anniversary will receive one (1) lieu day which must be used in the year of the anniversary of employment.

3.8. New Teacher Orientation Day

3.8.1. If new teacher orientation occurs outside the operational school year, the new teachers will be provided with a day in lieu and will have benefit coverage for the day.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Administration Allowances

4.1.1. Administration Allowance as follows:

4.1.1.1. Principal Allowance

	<i>Effective until June 9, 2022</i>	<i>Effective June 10, 2022 0.50% Increase</i>	<i>Effective September 1, 2022 1.25% Increase</i>	<i>Effective September 1, 2023 2.00% Increase</i>
Base allowance;	\$10,018.79	\$ 10,068.88	\$ 10,194.74	\$ 10,398.64

	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
For each of the first 100 students;	\$ 56.00	\$ 56.28	\$ 56.98	\$ 58.12
For each of the next 450 students;	\$ 29.84	\$ 29.99	\$ 30.36	\$ 30.97
For all remaining students;	\$ 7.79	\$ 7.83	\$ 7.93	\$ 8.09
For each home schooling student.	\$ 4.65	\$ 4.67	\$ 4.73	\$ 4.82

Each kindergarten child enrolled as of September 30th of each year shall be added to the preceding counts on the basis of zero point five (0.5) FTE per child for the purpose of calculating the principal allowance.

- 4.1.1.2. *Notwithstanding any other provision in the collective agreement, principals shall receive a minimum allowance of twenty-five thousand dollars (\$25,000) annually, prorated based on FTE.*
- 4.1.1.3. *Administration allowance will be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. Only per student additions increased by the same percentage as the salary grid.*

4.1.2. Vice Principal's Allowance

- 4.1.2.1. *The vice principal will receive an administrative allowance equal to fifty per cent (50%) of the sum allowed the principal.*
- 4.1.2.2. *The minimum allowance for vice principal will be adjusted in accordance with current proportionality to the principal allowance.*
- 4.1.2.3. *Where there is more than one (1) person sharing the vice principal position (management team) each person will share an administrative allowance equal to fifty per cent (50%) of the sum allowed the principal. The distribution of this share will be determined by those sharing the position in consultation with the Employer.*

- 4.1.3. **Coordinator Allowance:** *A teacher who is designated as a coordinator will receive an annual allowance equivalent to the base allowance payable to the principal. Part time coordinators' allowances will be prorated according to the FTE of the appointment.*

- 4.1.4. *The student count for purposes of this clause shall be taken September 30th.*

4.2. Acting / Surrogate Administrators – Compensation

4.2.1. When the principal and vice principal are unable to carry out their administrative duties for more than half (1/2) a day, a teacher shall be designated as the acting principal.

4.2.1.1. A teacher appointed as acting principal shall receive an allowance equivalent to that of a vice principal for each day the teacher is designated as the acting principal.

4.3. Teachers with Principal and Assistant / Vice Principal Designations

4.3.1. *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.*

4.3.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2017, may continue under the term contract until the total number of years designated as a principal is five (5) years.*

4.3.3. *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.*

4.3.4. *Any current assistant or vice principal who has had a term contract(s) for a term(s) of a total of less than five 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.*

4.3.5. *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.*

4.4. Principal and Vice Principal Lieu Days

- 4.4.1. Effective January 1, 2024, school-based principals will be granted three (3) days, in lieu per school year, at a time mutually agreeable to the principal and the superintendent. The lieu days must be taken by June 30th of the school year, or days will be forfeited, and no payment shall be made in lieu.
- 4.4.2. Effective January 1, 2024, school-based vice principals will be granted two (2) days, in lieu per school year, at a time mutually agreeable to the principal. The lieu days must be taken by June 30th of the school year, or days will be forfeited, and no payment shall be made in lieu.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

5.1.1. *A substitute teacher means a teacher employed on a day-to-day basis.*

5.1.2. *The substitute teacher rate will be:*

5.1.2.1. **Full Day Rate**

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

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

5.1.2.1.3. *Effective September 1, 2022, 1.25% increase, the substitute teachers' daily rates of pay will be \$215.72 plus two per cent (2%) in lieu of benefits \$4.31 for a total of \$220.04.*

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

5.1.2.2. **Half (1/2) Day Rate**

5.1.2.2.1. *Effective until June 9, 2022, the substitute teachers' half (1/2) daily rate of pay will be \$97.67 plus six per cent (6%) vacation pay of \$5.86 for a total of \$103.53.*

5.1.2.2.2. *Effective June 10, 2022, 0.50 % increase, the substitute teachers' half (1/2) daily rates of pay will be \$98.16 plus six per cent (6%) vacation pay of \$5.89 for a total of \$104.05.*

5.1.2.2.3. *Effective September 1, 2022, 1.25% increase, the substitute teachers' half (1/2) daily rates of pay will be \$105.35 plus two per cent (2%) in lieu of benefits \$2.11 for a total of \$107.46.*

5.1.2.2.4. *Effective September 1, 2023, 2.00 % increase, the substitute teachers' half (1/2) daily rates of pay will be \$107.46 plus two per cent (2%) in lieu of benefits \$2.15 for a total of \$109.61.*

5.1.3. *Substitute teacher rate will be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

5.1.4. *If the substitute teacher is employed for more than a half (1/2) day the substitute teacher shall be paid the full day rate.*

5.1.5. *When the assignment of a substitute teacher involves teaching before and after the noon intermission at the school, the substitute teacher shall be paid the full day rate specified in clause 5.1.2.1 depending on the effective date.*

5.2. Commencement of Grid Rate

5.2.1. **Number of days to go on grid:** *Payment shall be made at the daily rate for the first five (5) consecutive school days. On the sixth (6th) and subsequent days in the same school, where a substitute teacher continues to replace the same regular teacher, payment shall be made according to placement on the salary schedule effective the first (1st) day.*

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. When a substitute teacher is required for a period in excess of five (5) consecutive days in the same teaching assignment, the same substitute teacher shall be retained unless that teacher is unwilling to continue in the assignment.

5.3.2. Where reasonably practicable, where a teacher books a substitute teacher they shall supply lesson plans for the period of the absence, up to a maximum of four (4) days.

5.3.3. Where reasonably practicable, a substitute teacher shall be hired for each absence on instructional days.

5.3.4. Substitute teachers shall not be assigned morning supervision prior to the start of the first day of the assignment.

5.3.5. Substitute teachers who travel more than fifty kilometers (50 km) from their home will be provided a travel allowance of thirty dollars (\$30.00) for the round

trip. This only applies to the first four (4) consecutive teaching days in the same teaching assignment unless otherwise determined solely by the Employer to continue. This provision does not apply to teachers under probationary, interim, temporary, or continuous contracts.

- 5.3.6. Substitute teachers who are on the substitute teacher list and accept assignments in the current year shall be eligible to attend Mission and Ministry Day at substitute daily rate. The superintendent may invite substitutes to additional professional days which the Employer feels would benefit the substitutes at the substitute daily rate.

6. PART TIME TEACHERS

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

6.2. *Part time Teachers Benefits and Proration*

6.2.1. *Benefits for part time staff and job share staff shall be prorated according to their percentage of full-time equivalency:*

6.2.1.1. *Alberta School Employee Benefits Plan (ASEBP) Extended Disability–Plan D*

6.2.1.2. *ASEBP Life and Accidental Dismemberment–Plan 2*

6.2.1.3. *ASEBP Dental Plan–Plan 3*

6.2.1.4. *ASEBP Extended Health Care–Plan 1*

6.2.1.5. *ASEBP Vision–Plan 3*

6.2.2. *The balance of the premiums shall be deducted from the monthly salary of the participating teachers.*

7. GROUP BENEFITS

7.1. *Group Health Benefit Plans, Carrier, and Premiums*

7.1.1. *The Employer shall pay one hundred per cent (100%) of the monthly premiums of the following plans in which a teacher is enrolled:*

7.1.1.1. *ASEBP Extended Disability–Plan D*

7.1.1.2. *ASEBP Life and Accidental Dismemberment–Plan 2*

7.1.1.3. *ASEBP Dental Plan–Plan 3*

7.1.1.4. *ASEBP Extended Health Care–Plan 1*

7.1.1.5. *ASEBP Vision–Plan 3*

7.2. Group Benefits Eligibility

7.2.1. *Subject to the provisions of the master policies, all teachers appointed to the staff of the Employer, after the signing of this collective agreement, shall be required to enroll in the ASEBP. All teachers enrolled in the ASEBP on the signing date of this agreement shall continue to be enrolled in the plan. A teacher may be exempted from participation in the ASEBP and the Alberta Health Care Plan where they receive coverage through the spouse.*

7.2.1.1. *Effective September 1, 2022, all references to Alberta Health Care Plan / insurance or premiums is removed from this collective agreement.*

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

7.3.1. *For the purpose of this Article, “**Eligible Teachers**” are defined as those teachers on a continuing, probationary, or temporary contract of at least five (5) months duration.*

7.3.2. *On September 1st of each year, the Employer will provide an HSA / WSA for all eligible teachers. This HSA / WSA shall be administered by ASEBP in accordance with the Canada Revenue Agency (CRA) and the Income Tax Act of Canada requirements and will be in the amount of seven hundred and twenty-five dollars (\$725.00) annually, prorated to an Employee’s FTE. The unused balance will be carried forward to the extent permitted by CRA.*

Notwithstanding the above, no HSA / WSA credits will be contributed for teachers who are in receipt of extended disability benefits (EDB), in receipt of a pension under the Alberta Teachers Retirement Fund, or on leaves of absence of thirty (30) days duration or more.

Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.

7.4. Other Group Benefits

7.4.1. *Payments made towards benefit plans by the Employer shall permit the Employer to retain and not pass on to teachers any rebates of premiums otherwise required under Canada Employment and Immigration Commission Regulations.*

7.4.2. **Teacher Retirement Incentive Plan:** *The Employer shall maintain a Teacher Retirement Incentive plan as per policy.*

7.4.3. *Retired teachers over sixty-five (65) who are ineligible for ASEBP and commence work for the Employer, shall be reimbursed for benefit premiums up to the equivalent amount that the Employer would have contributed had the teacher participated in all eligible plans in ASEBP upon proof of coverage.*

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

- 8.1.1. *Effective until August 31, 2022, teacher instructional time will be capped at 907 hours per school year.*
- 8.1.1. *Effective September 1, 2022, teacher instructional time will be capped at 916 hours per school year commencing the 2022-2023 school year.*
- 8.1.2. *Teacher assignable time will be capped at 1200 hours per school year.*

8.2. Assignable Time Definition

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

instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.

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

8.3. 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 (2) periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the Employer.*

8.3.2. *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. **General:** Teachers shall be assigned for not more than two hundred (200) days in any school year. Any teacher who is in receipt of the administrative allowance as provided in Article 4, shall accept the responsibility for having the school unit operational on the commencement day of each school term, semester, or other division of the school year.

8.4.2. **Noon-Hour Supervision:** A school staff may implement a noon-hour supervision program on a non-profit or cost recovery basis.

8.4.3. Home Schooling

8.4.3.1. Home schooling students are those students registered with the Home-Schooling Program established by the Employer.

8.4.3.2. A teacher providing instruction in a classroom setting other than school of Hope and Vermilion Home School shall not have home schooling students assigned unless the teacher agrees.

8.5. Extracurricular

8.5.1. Teacher participation in extracurricular activities is strictly voluntary.

8.6. School Calendar

8.6.1. Teachers will be assigned one Professional Development Day, in the school calendar, for the purpose of working on their Professional Growth Plan.

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. Professional Improvement Leave

- 9.2.1. *After five (5) years of continuous service with the Employer, a teacher may be granted Professional Improvement Leave for the purpose of improving their education training.*
 - 9.2.1.1. *The teacher shall be required to return to the employ of the Employer for a period of three (3) years after completing the Professional Improvement Leave.*
- 9.2.2. *A teacher on Professional Improvement Leave shall receive an annual salary of fifty per cent (50%) of their salary at time of leave.*
 - 9.2.2.1. *A teacher who resigns from service of the Employer before completing the required three (3) year period of service following such leave, shall repay the Professional Improvement Leave salary on a prorated basis.*
 - 9.2.2.2. *Should a teacher fail to return to the employ of the Employer following Professional Improvement Leave, the teacher shall repay the Professional Improvement Leave salary.*
- 9.2.3. *A teacher who takes Professional Improvement Leave of absence shall retain their years of service and position. Upon resumption of duties, the teacher shall be returned to a position no less favourable than the one the teacher held before the leave was taken; where reduction of staff is required the teacher resumes their status in relation to the staff as a whole.*
- 9.2.4. *Written application for a Professional Improvement Leave of absence must be made by a teacher before February 1st prior to the school year for which such Professional Improvement Leave is requested.*
- 9.2.5. *If application is made, the Employer may grant one (1) Professional Improvement Leave per year, and may in its discretion, grant more than one (1). Preference shall be given to years of service.*

9.3. Payment of Non-Credit and Credit Courses

- 9.3.1. The Employer agrees to pay the sum of the course expenses incurred by the teacher for courses taken at the request of the Employer. Travel, living expenses, or per diem will be paid at the discretion of the Employer.
- 9.3.2. Tuition fees for post-secondary courses of a religious or theological nature shall be reimbursed on proof of successful completion of the course. Application procedures must be made in accordance with Administrative Procedure 441. The Employer is not required to reimburse a teacher for more than one (1) course every two (2) school years.

10. SICK LEAVE

- 10.1. *Sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness, or disability, in accordance with the following schedule:*
 - 10.1.1. *Twenty (20) school days upon commencement of employment.*
 - 10.1.2. *Ninety (90) calendar days after one (1) year of employment*
- 10.2. *After ninety (90) calendar days of continuous absence due to disability ASEBP shall take effect.*
- 10.3. *Whereas a teacher is off due to sickness or on disability for more than three (3) days, the Employer may require medical certificates at regular intervals.*
- 10.4. *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident or sickness for a period of three (3) consecutive teaching days or less may be required to present to the Employer a signed statement giving the reason for such absence upon return to teaching duties.*
- 10.5. *In case of prolonged sick leave with pay, the Employer may require, at its expense, a certificate from a medical or dental practitioner designated by the Employer.*
- 10.6. *Where a teacher has suffered an illness and / or has been paid under the provisions of ASEBP, upon their return to full-time duty, they shall be entitled to sick leave under the provision of clause 10.1.*
- 10.7. *When a teacher leaves the employ of the Employer all accumulated sick leave shall be cancelled.*
- 10.8. *Notwithstanding clause 10.7 in the case of a teacher who has five (5) or more years of service with the Employer and re-enters its employ, the sick leave accumulated under clause 10.1 during the period of employment with the Employer shall be reinstated, provided that the teacher re-enters within a period of two (2) years.*
- 10.9. *If a teacher has been absent on extended disability, the teacher shall, prior to resumption of duties, provide medical certification of ability to return to work on a continuing basis.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

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

11.2. Parental Leave

- 11.2.1. *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2. *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3. *The teacher shall give the Employer at least six (6) weeks' written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4. *The teacher may terminate the leave at any time. The teacher shall give the Employer no less than four (4) weeks' notice, in writing, of the intended date of return.*
- 11.2.5. *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6. *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case,*

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

11.3. Salary Payment and Benefit Premium

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

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

- 11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of a of parental leave.*
- 11.4.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Employer to prepay one hundred per cent (100%) of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3. *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Employer portion of the benefit premiums.*
- 11.4.4. *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*

- 11.4.5. *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums and shall reimburse the Employer upon receipt of an invoice.*
- 11.4.6. *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE

- 12.1. *A teacher shall be granted two (2) paid personal days each school year in accordance with the provisions of this section.*
- 12.2. *Teachers may accumulate unused personal days up to a maximum of five (5) days in total and take such leave for personal purposes. Any unused accumulated leave may be carried forward for further accumulation up to the five (5) day total maximum.*
- 12.3. *Personal leave shall be taken in consultation with the Employer's designate and where possible, two (2) weeks' notice shall be provided.*
- 12.4. *No more than five (5) days personal leave may be taken in any school year.*
- 12.5. *Non-cumulative personal leave days shall be accessed first.*
- 12.6. *Leave is subject to operational considerations of the school and will not be unreasonably denied.*
- 12.7. *Personal leave under this Article shall be prorated for part time teachers based on FTE.*
- 12.8. *All unused personal leave days shall be forfeited upon termination of employment.*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

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

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

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

Effective September 1, 2022

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

14. OTHER LEAVES

14.1. Bereavement Leave

- 14.1.1. *A teacher is entitled to bereavement leave with salary and benefits for not more than five (5) days for each occurrence because of the death of a spouse, child, parent of teacher or spouse, brother, sister, or a relative who is a member of the teacher's household, and up to five (5) additional days at full salary and benefits less the cost of a substitute teacher.*

- 14.1.2. *A teacher is entitled to bereavement leave with salary and benefits for not more than three (3) days for each occurrence because of the death of a grandparent of teacher or spouse, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or to act as a pallbearer, and up to five (5) additional days at full salary and benefits less the cost of a substitute teacher.*
- 14.1.3. *A teacher is entitled to bereavement leave with salary and benefits for not more than one (1) day for each occurrence because of the death of an aunt or uncle of teacher or spouse, niece, nephew, godparent of teacher or spouse, godparent of child and up to two (2) additional days at full salary and benefits less the cost of a substitute teacher.*
- 14.1.4. *A teacher is entitled to bereavement leave with salary and benefits less the cost of a substitute teacher for not more than two (2) days for each occurrence because of the death of a friend.*
- 14.1.5. *Bereavement leave under this Article shall be prorated for part time teachers based on FTE.*

14.2. Critical Illness Leave

- 14.2.1. *A teacher is entitled to critical illness leave with salary and benefits for not more than five (5) days for each occurrence because of the critical illness of a spouse, child, parent of teacher or spouse, brother, sister, or a relative who is a member of the teacher's household, and up to five (5) additional days at full salary and benefits less the cost of a substitute teacher.*
- 14.2.2. *A teacher is entitled to critical illness leave with salary and benefits for not more than three (3) days for each occurrence because of the critical illness of a grandparent of teacher or spouse, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or to act as a pallbearer, and up to five (5) additional days at full salary and benefits less the cost of a substitute teacher.*
- 14.2.3. *A teacher is entitled to critical illness leave with salary and benefits for not more than one (1) day for each occurrence because of the critical illness of an aunt or uncle of teacher or spouse, niece, nephew, godparent of teacher or spouse, godparent of child and up to two (2) additional days at full salary and benefits less the cost of a substitute teacher.*
- 14.2.4. *A teacher is entitled to critical illness leave with salary and benefits less the cost of a substitute teacher for not more than two days for each occurrence because of the critical illness of a friend.*
- 14.2.5. *Critical illness leave under this article shall be prorated for part time teachers based on FTE.*

14.3. Family Medical Needs Leave

- 14.3.1. *Teacher is entitled to a maximum of four (4) days of leave during a school year to attend to the medical needs of a parent, child, or spouse. Such leave shall be at full pay and benefits.*

- 14.3.2. *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident or sickness with regard to a parent, spouse, or child, may be required to present to the Employer a signed statement giving reason for such absence upon return to teaching duties.*
- 14.3.3. *The Employer may grant family medical needs leave, with pay, for the treatment of immediate family illness or injury that is considered an emergency or is the result of a local doctor's referral.*
- 14.3.4. *Family medical needs leave under this article shall be prorated for part time teachers based on FTE.*

14.4. Leave for Child's Arrival

- 14.4.1. *A parent shall be entitled to one (1) day leave with pay to attend the birth of their child.*

14.5. Convocation Leave

- 14.5.1. *A teacher is entitled to leave of absence with pay and applicable benefits for one (1) day for each, convocation of the teacher, the teacher's spouse, and the teacher's children and for the writing of an examination related to the teacher's academic studies provided that the convocation or the examination falls on a school day. Where possible, a minimum of thirty (30) calendar days' notice shall be given to the superintendent.*

14.6. Jury Duty or Subpoena

Leave of absence without loss of salary and benefits shall be granted.

- 14.6.1. *For jury duty or any subpoena related thereto:*
- 14.6.1. *To answer a subpoena to attend as a witness in any proceeding, except against the employee or an employee's defense against the Employer, authorized by law to compel the attendance of witnesses, provided that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and / or expenses) set by the Court or other body.*

14.7. Weather, Road Conditions, Transportation Failure Leave

- 14.7.1. *A teacher who, despite reasonable effort, is unable to travel to school because of inclement weather, impassable road conditions, or the failure of transportation facilities other than the teacher's own, is entitled to full salary and benefits for the period of absence.*

14.8. General Discretionary Leave

- 14.8.1. *Additional general discretionary leaves of absence may be granted by the Employer on application, with or without pay.*

14.9. Deferred Salary Leave

- 14.9.1. *The Employer shall maintain a Deferred Salary Leave Plan as per policy.*

15. GRIEVANCE PROCEDURE

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

- 15.1. *This procedure applies to differences:*

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

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

16. EMPLOYMENT

16.1. Voluntary Transfers

- 16.1.1. Teachers who wish to change grade and / or subject assignment and / or who desire a transfer to another school must file a written request with the superintendent prior to May 1st annually. Such request must include the subjects and / or grade levels desired and the school(s) to which the teacher seeks transfer.
- 16.1.2. Prior to and including the last day of the school year, when a vacancy occurs, a teacher who has filed a notice of intent to transfer for that type of assignment shall be interviewed. Should the teacher not be selected, the teacher may request a written explanation of the reason(s).
- 16.1.3. If the Administrator requests a transfer the affected administrator's new administrative allowance shall be paid at the rate prescribed in Article 4.

16.2. Involuntary Transfers

- 16.2.1. Involuntary transfers will occur only in the event of school closure or certificated staff reduction as per Administrative procedure 417 revised March 2014.
- 16.2.2. When the superintendent requests a teacher transfer to a different school, the Employer shall pay approved moving expenses, to a maximum of two thousand dollars (\$2,000.00) incurred by the relocation.
- 16.2.3. When a teacher is transferred subsequent to the beginning of the school year, the teacher will be provided unassigned time to prepare for the new assignment. The amount of time will be by consensus between the two (2)

principals and the teacher. If there is no consensus, the superintendent shall determine the amount of time, to be no less than one (1) day.

- 16.2.4. In the case that the superintendent or designate transfers an administrator, the affected administrator's administrative allowance shall not be reduced below their current administrative allowance for two (2) school years following the transfer or when the administrative allowance exceeds the old one.

16.3. School of Hope and Vermilion Home School

- 16.3.1. Moves under the School of Hope and Vermilion Home School will not be defined as a transfer but rather a relocation of employment within a school as the School of Hope is a virtual school.
- 16.3.2. In the event the Employer needs to restructure the School of Hope and Vermilion Home School the Employer will meet with the Association prior to any restructuring. The Employer commits that it will try to not change location of a teacher's employment more than seventy-five kilometers (75 km). If the relocation is more than seventy-five kilometers (75 km), the Employer will work with the teacher as to options available.
- 16.3.3. The Employer shall pay approved moving expenses to a maximum of two thousand dollars (\$2,000.00) for moving expenses incurred by the relocation.

16.4. Kilometrage

- 16.4.1. All teachers will be paid kilometrage, at the Employer rate, when an Employee is on authorized Employer Business and have received prior approval by superintendent or designate to use their own vehicle.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties have executed this collective agreement on this _____ day of _____, 202X.

The East Central Alberta
Catholic Separate School Division

The Alberta Teachers' Association

Superintendent of Schools

Coordinator, Teacher Employment Services

LETTERS OF UNDERSTANDING: CENTRAL

LETTER OF UNDERSTANDING # 1

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2

RE: INTERIM GRIEVANCE PROCEDURE

WHEREAS at the time of signing this letter of understanding (LOU), the Association and TEBA were actively engaged in central bargaining;

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

This LOU 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 (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 *Employers and teachers may be subject to new obligations if and when the Act is fully proclaimed and associated Regulations are implemented;*

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING # 4

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

LETTER OF UNDERSTANDING #5

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING #6

EXPEDITED ARBITRATION (12 MONTH-PILOT)

1. *The intent of this letter of understanding is to have a matter decided expeditiously through an arbitration. Ideally, unless agreed to otherwise by the parties or required by the arbitrator, hearings will take no longer than a single day and require an agreed upon Statement of Facts.*
2. *As an alternative to the arbitration process set out in Article 15, two (2) days at the end of each October, March, and June shall be held for Expedited Arbitrations in accordance with this article. No more than two (2) cases shall be heard on any single (1) day, with a maximum of four (4) cases over the course of two (2) days.*
3. *The Association, TEBA, and Employers with grievance(s) that may be suited for an Expedited Arbitration, shall meet during the first 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 arbitrators who have been agreed to by the Association and TEBA will hear Expedited Arbitration files on a rotating basis, where possible.*
8. *Arbitration decisions may not be used to alter, modify, or amend any part of the appropriate collective agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon the parties to the grievance and no further action may be taken on that grievance by any means.*
9. *Ideally, the designated arbitrator will issue an award for each Expedited Arbitration within four weeks of the hearing. The designated arbitrator remains seized to each Expedited Arbitration in order to determine any issues left pending by the award. The award will contain the following paragraph:*

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

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

LETTER OF UNDERSTANDING #7

DUTY TO ACCOMMODATE

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

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

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

LETTER OF UNDERSTANDING #8

DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

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

LETTER OF UNDERSTANDING #9

EXPERIENCE FORM

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

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

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing Employer: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

Employer Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

b) *Not gain experience during vacation periods and leaves of absence without salary.*

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

3.4.2. *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the Employer.*

3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*

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

Prior Experience

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

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

LETTERS OF UNDERSTANDING: LOCAL

LETTER OF UNDERSTANDING #10

AUTOMATED SUBSITUTE SYSTEM

The Employer would like to enter into a letter of understanding to explore automated substitute scheduling systems and prepare a report to the superintendent by June 30, 2024 and will share information with a committee of Association representatives.

LETTER OF UNDERSTANDING #11
PROFESSIONAL DEVELOPMENT FUND COMMITTEE

A Professional Development Fund Committee shall be struck comprised of two (2) members appointed by the local Association and two (2) members appointed by the superintendent shall develop criteria for eligibility and review the submissions based on alignment with the teacher's professional growth plan, school education plans, priorities of the Employer, and potential to enhance teacher practice (as outlined in the Teaching Quality Standard). All teachers shall abide by the Terms of Reference, which is developed and approved by the Professional Development Fund Committee which would be established by the committee.

The Employer shall contribute to a maximum twenty thousand dollars (\$20,000.00) in the fund.

The Professional Development Fund shall be come active as of September 1, 2024.

LETTER OF UNDERSTANDING #12
TEMPORARY AND PROBATIONARY TEACHERS

Temporary and Probationary Teachers will be given notice of their employment status as soon as possible.