

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE NORTHERN GATEWAY SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2020 to AUGUST 31, 2024**

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This Collective Agreement between

The Northern Gateway School Division  
(hereinafter referred to as the "Employer")

Party of the first part

and

The Alberta Teachers' Association,  
a body corporate incorporated under the laws of the Province of Alberta  
(hereinafter referred to as the "Association")

Party of the second part

This collective agreement is made this 20th of November, 20 between the Employer and The Alberta Teachers' Association (Association).

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

*Effective June 10, 2022, whereas the Teachers' Employer Bargaining Association (TEBA) and The Alberta Teachers' Association (Association) recognize the value of harmonious and mutually beneficial relationships in the conduct of teacher collective bargaining.*

WHEREAS the terms and conditions of employment and *the salaries* of the teachers have been the subject of negotiations between the Parties and are set forth in this Collective Agreement; and

WHEREAS the Employer and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communications between trustees, teachers and administrators.

To this end, the Employer agrees to inform in writing a representative of their respective teaching staff of proposed changes to policies and regulations which directly affect the working conditions of said teachers. The teacher representative will respond to such proposals within fifteen (15) consecutive days of being notified. It is the responsibility of the teaching staff to notify the Employer of the name of its representative.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH that the Parties agree as follows:

**1. APPLICATION/SCOPE**

- 1.1 *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the Employer, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Employer and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
- 1.2 Excluded Positions: the following employees shall be excluded from this Collective Agreement:
- a) Superintendent
  - b) Deputy Superintendent(s)
  - c) Assistant Superintendent(s)
  - d) Associate Superintendent(s)
  - e) Director(s)
- 1.3 *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*
- 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any Collective Agreement with respect to central terms; and*
  - 1.4.2 *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*
- 1.5 *Role of TEBA*
- 1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the Employers in any agreement with respect to central terms.*
  - 1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*



- 1.5.3. *For the purpose of bargaining collectively with the Association, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms.*
- 1.6 *The Employer retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*
- 1.7 *Implementation of this Collective Agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous Collective Agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This Collective Agreement cancels all former Collective Agreements and all provisions appended thereto.*
- 1.9 *This Collective Agreement shall enure to the benefit of and be binding upon the Parties and their successors.*
- 1.10 *All provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

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

### **2.2 List Bargaining**

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

### **2.3 Central Matters**

- 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 60 days after, the Collective Agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*

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

## **2.5 Bridging)**

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

*a) a new Collective Agreement is concluded, or*

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

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

## **2.6 Meet and Exchange**

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

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

## **2.7 Opening with Mutual Agreement**

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

2.7.2 *The Association and the Employer may at any time by mutual agreement negotiate revisions to the local matters contained in this*

*Collective Agreement. Any such revisions shall become effective from the date mutually agreed upon by the Parties.*

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

2.8.1. *As the Association is the bargaining agent for the teachers employed by the Employer, the Employer shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five 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 30;*

2.8.2.2. *Health Spending Account (HSA) / Wellness Spending Account (WSA) / Registered Retirement Savings Plan (RRSP) utilization rates;*

2.8.2.3. *Most recent Employer financial statement;*

2.8.2.4. *Total benefit premium cost;*

2.8.2.5. *Total substitute teacher cost; and*

2.8.2.6. *Total allowances cost.*

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

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

2.8.1.1. *name,*

2.8.1.2. *certificate number,*

2.8.1.3. *home address*

2.8.1.4. *personal home phone number*

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

2.8.1.6. *contract type,*

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

2.8.1.8. *salary grid placement*

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

2.8.2. *Effective June 10, 2022, the Employer shall provide the following information to the Association and to TEBA annually as soon as possible after September 30<sup>th</sup> 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 2.8.2, the full-time assignable hours for a typical full time teacher for each school shall be provided no later than October 31.*

### **3. SALARY**

#### **3.1 Salary Pay Date/Schedule**

3.1.1 Save and except substitute teachers, each teacher shall be paid:

a) One-twelfth of their annual rate of salary on or before the twenty-seventh (27) of each month, excluding December.

b) In December, payment shall be on the last operational day.

3.1.1.1 Notwithstanding where a teacher has resigned, the teacher shall be paid in accordance with the *Education Act* as amended from time to time.

3.1.2 The Employer shall normally make salary payments by electronic funds transfer.

- 3.1.3 Payment of administrative allowances according to article 4.2 of this Collective Agreement shall commence on the effective date of appointment.
- 3.1.4 Substitute teachers will be paid on or before the tenth (10) day of the following month.

**3.2 Grid**

- 3.2.1 *The Employer shall pay its respective teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are 'per annum' unless specifically stated otherwise.*
- 3.2.2 *The number of complete years of teacher education and the years of teaching experience, as computed according to this Collective Agreement, shall together determine the basic salary rate for each teacher employed by the Employer.*
- 3.2.3 *Teachers with three (3) years education shall be placed on year 4 of teacher education and year 4 of teaching experience on the grid.*
- 3.2.4 *Effective September 1, 2020 (until June 9, 2022):*

<b>Years of Experience</b>	<b>Years of Teacher Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	60,145	63,065	66,465
1	63,816	66,774	70,164
2	67,465	70,467	73,889
3	71,137	74,215	77,616
4	74,996	78,138	81,556
5	78,943	82,114	85,566
6	82,820	86,050	89,502
7	86,477	89,772	93,289
8	90,513	93,884	97,402
9	94,220	97,638	101,164

Effective June 10, 2022 (0.5% increase):

<b>Years of Experience</b>	<b>Years of Teacher Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	60,446	63,380	66,797
1	64,135	67,108	70,515
2	67,802	70,819	74,258
3	71,493	74,586	78,004
4	75,371	78,529	81,964
5	79,338	82,525	85,994
6	83,234	86,480	89,950
7	86,909	90,221	93,755
8	90,966	94,353	97,889
9	94,691	98,126	101,670

Effective September 1, 2022 (1.25% increase):

<b>Years of Experience</b>	<b>Years of Teacher Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	61,202	64,172	67,632
1	64,937	67,947	71,396
2	68,650	71,704	75,186
3	72,387	75,518	78,979
4	76,313	79,511	82,989
5	80,330	83,557	87,069
6	84,274	87,561	91,074
7	87,995	91,349	94,927
8	92,103	95,532	99,113
9	95,875	99,353	102,941

Effective September 1, 2023 (2% increase):

<b>Years of Experience</b>	<b>Years of Teacher Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
0	62,426	65,455	68,985
1	66,236	69,306	72,824
2	70,023	73,138	76,690
3	73,835	77,028	80,559
4	77,839	81,101	84,649
5	81,937	85,228	88,810
6	85,959	89,312	92,895
7	89,755	93,176	96,826
8	93,945	97,443	101,095
9	97,793	101,340	105,000

### **3.3 Education**

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

3.3.4.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

### **3.4 Experience**

*Teachers shall:*

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

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

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

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

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

3.4.4 *Uncredited experience shall be carried over for the calculation of experience increments.*

3.4.5 *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

#### *Prior Experience*

3.4.6 *The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this article.*

a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero 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.*

*Effective June 10, 2022, repeal 3.4.10*

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

### **3.5 Special Considerations (Vocational Teachers)**

*3.5.1 Notwithstanding clause 3.4.9, clause 3.5 shall apply to vocational teachers.*

3.5.1.1 *In this clause, a vocational teacher is one who is teaching vocational shop or business education courses for at least half of their teaching day.*

3.5.1.2 *Vocational teacher salary entitlement, provided they have no previous teaching experience as a certified teacher, will be the minimum salary rate according to their evaluation of teacher education for salary purposes.*

3.5.1.3 *In addition to their salary rate, each vocational teacher will be entitled to an industrial experience allowance (as a journeyman or equivalent), as set forth below, provided that in any case their total salary shall not exceed the maximum salary rate according to their evaluation of teacher education.*

<i>Industrial Experience</i>	<i>Increments</i>	<i>Industrial Experience</i>	<i>Increments</i>
<i>10 years</i>	<i>5</i>	<i>4-5</i>	<i>2</i>
<i>8-9</i>	<i>4</i>	<i>2-3</i>	<i>1</i>
<i>6-7</i>	<i>3</i>	<i>0-1</i>	<i>0</i>

3.5.2 *The initial industrial experience allowance shall remain constant throughout the period of employment. The original placement of the vocational teacher on the salary schedule shall be subject to review by the interpretation and grievance committee (established under article 16 of this Collective Agreement).*

3.5.3 *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*

3.5.4 After the evaluation in 3.5.3 has concluded, the Employer may place a teacher on a step greater than their experience and/or education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.

*Effective September 1, 2022*

3.5.4 After the evaluation in 3.5.3 has concluded, the Employer shall recognize additional experience and/or education, up to the maximum provided in the applicable category.

**3.6 Other Rates of Pay**

3.6.1 A teacher not in receipt of an administrative allowance, who agrees to render professional service during any vacation period, at the request of the Superintendent, shall be paid 1/200 of their grid position salary for each day of work.

**3.7 Other Allowances (Northern Travel Benefit)**

3.7.1 Agree in principle to insertion of new wording subject to being approved by Revenue Canada and there being no cost to the Employer.

**4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE**

**4.1 Creation of New Designations/Positions**

4.1.1 The Employer may create and fill administrative positions other than those specifically enumerated in this article, provided that the remuneration for such positions is established by an addendum to this Collective Agreement prior to the appointment.

**4.2 Administration Allowances:** *In addition to the foregoing salary there shall be paid:*

4.2.1 **Principal** *(effective until June 9, 2022)*

<i>Student Population</i>	<i>Base Allowance</i>	<i>Per Student Allowance Over 200</i>
<i>1 to 75 Students</i>	<i>\$13,805</i>	<i>\$0.00</i>
<i>76 to 200 students</i>	<i>\$17,500</i>	<i>\$0.00</i>
<i>201 to 400 students</i>	<i>\$19,500</i>	<i>\$20.00</i>
<i>401 plus students</i>	<i>\$21,000</i>	<i>\$20.00</i>

**Principal (effective June 10, 2022) – 0.5% increase**

<i>Student Population</i>	<i>Base Allowance</i>	<i>Per Student Allowance Over 200</i>
<i>1 to 75 Students</i>	<i>\$13,874</i>	<i>\$0.00</i>
<i>76 to 200 students</i>	<i>\$17,588</i>	<i>\$0.00</i>
<i>201 to 400 students</i>	<i>\$19,598</i>	<i>\$20.10</i>
<i>401 plus students</i>	<i>\$21,105</i>	<i>\$20.10</i>

**Principal (effective September 1, 2022) – 1.25% increase**

<i>Student Population</i>	<i>Base Allowance</i>	<i>Per Student Allowance Over 200</i>
<i>1 to 75 Students</i>	<i>\$14,047</i>	<i>\$0.00</i>
<i>76 to 200 students</i>	<i>\$17,808</i>	<i>\$0.00</i>
<i>201 to 400 students</i>	<i>\$19,843</i>	<i>\$20.35</i>
<i>401 plus students</i>	<i>\$21,369</i>	<i>\$20.35</i>

**Principal (effective September 1, 2023) – 2.00% increase**

<i>Student Population</i>	<i>Base Allowance</i>	<i>Per Student Allowance Over 200</i>
<i>1 to 75 Students</i>	<i>\$14,328</i>	<i>\$0.00</i>
<i>76 to 200 students</i>	<i>\$18,164</i>	<i>\$0.00</i>
<i>201 to 400 students</i>	<i>\$20,240</i>	<i>\$20.76</i>
<i>401 plus students</i>	<i>\$21,796</i>	<i>\$20.76</i>

4.2.1.1 *Should a principal and/or assistant principal incur a reduced allowance as a result of this change of allowance structure, the Employer will 'red circle' the principal and/or assistant principal for the duration of the 2018/2019 school year.*

Thereafter, the 'red circling' shall end and the allowance structure under clause 4.2.1.2 shall apply to its full extent.

- 4.2.1.2 Notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.
- 4.2.1.3 Student count shall be on September 30 of each year. In cases where a principal is designated responsibility for ECS, ECS students shall be included in the student count and each ECS student shall be counted as one-half student.
- 4.2.3 **Assistant Principal:** Each Assistant Principal shall receive one half (1/2) the allowance paid to the Principal under this clause.
- 4.2.3.1 The minimum allowance for Assistant Principal allowance will be adjusted in accordance with current proportionality to the Principal allowance.
- 4.2.4 **Coordinator:** \$4,951 (effective until June 9, 2022).  
Effective June 10, 2022, \$4,976  
Effective September 1, 2022, \$5,038  
Effective September 1, 2023, \$5,139  
The position of Coordinator shall be approved by the Superintendent or designate.
- 4.2.5 **Pre-school Programs:** - \$7.52 per child  
Effective June 10, 2022, \$7.56  
Effective September 1, 2022, \$7.65  
Effective September 1, 2023, \$7.81  
provided:  
a) such programs are approved but not administered by the Employer;  
and,  
b) the children participating in these programs are attending two half-days per week; and,  
c) the Principal has been assigned responsibility for administrative matters related to such programs.
- 4.2.6 **Divisional Coordinator:** A teacher in a position of Divisional Coordinator will work a 12-month year with six weeks' vacation. A minimum of three consecutive weeks can be accessed during the summer vacation period. The salary for a Divisional Coordinator shall be \$114,497 per annum (until June 9, 2022); \$115,069 effective June 10, 2022; \$116,508 effective September 1, 2022; \$118,838 effective September 1, 2023.

### 4.3 Red Circling

- 4.3.1 If an administrator is transferred to a position with a lesser allowance, that Principal or Assistant Principal shall retain the same administrative

allowance as currently earned for a period of two years or until the allowance of the new position exceeds the amount of the retained allowance, whichever occurs first.

#### **4.4 Acting/Surrogate Administrators – Compensation**

- 4.4.1 When in the absence of the principal an assistant principal acts in their place for a period of five (5) or more consecutive school days, said assistant principal shall be designated as acting principal and shall receive an allowance equivalent to that of the principal for the period during which they are so designated commencing on the sixth (6) day.
- 4.4.2 In a school where there is no assistant principal, a teacher shall be designated by the Employer to be acting principal in the absence of the principal. The designate so appointed shall be paid 80 per cent of the daily rate of that principal's allowance, or applicable prorated portion, for each day of such acting.
- 4.4.3 When both the principal and assistant principal are absent, a teacher shall be designated by the Employer to be acting principal. The designate so appointed shall be paid 80 per cent of the daily rate of that principal's allowance, or applicable prorated portion, for each day of such acting.

#### **4.5 Teachers with Principal Designations**

- 4.5.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years.*
- 4.5.3 *Effective September 1, 2023 a teacher designated as an assistant or vice principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.4 *Any current assistant or vice principal who has had a term contract(s) for a term(s) of a total of less than five 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 years. When the total*

*length of the assistant's or vice principal's designation will be five 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 2023/24 school year, and if it continues, it is deemed to be a continuing designation.*

4.5.5 *For any current assistant or vice principal who is on a term contract(s) for a period of five years or more as of September 1, 2023, the Division may extend the temporary contract for one additional year and must decide by January 1, 2024 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

#### **4.6 Other Administrator Designations**

4.6.1 *No teacher designated as assistant-principal on or before September 1, 1997, shall have that designation terminated by reason of the Employer's decision to eliminate the position, unless the Superintendent recommends an alternate administrative arrangement in a school where the number of teachers on staff drops below eight.*

#### **4.7 Other Administrator Conditions**

##### **4.7.1 Principal / Assistant Principal Lieu Days**

In recognition of additional days of work above and beyond the school calendar established by the Employer, two (2) lieu days will be provided by the Employer to school-based principals and two (2) lieu days for school-based assistant principals during the school calendar. A lieu day shall not be accumulated or paid out under any circumstance.

The request for approval to use a lieu day must be made in accordance with the following conditions:

- (a) in writing,
- (b) stating the specific reason(s) the lieu day will be used for,
- (c) to the Superintendent or designate,
- (d) at least two (2) weeks in advance of the date(s) the principal or assistant principal wishes to use the lieu day,
- (e) stating the replacement arrangement, and
- (f) the availability of a substitute teacher (if required) at the time of the request.

A lieu day shall not be used:

- (a) to extend Christmas Break, Spring Recess, or Summer Vacation,
- (b) during any scheduled Parent-Teacher Interview days,
- (c) to engage in any activity for financial gain,
- (d) during scheduled professional development days, or
- (e) on any planned event day at the principal's or assistant principal's school.

4.7.2 A teacher with an administrative designation who agrees to render professional service during any vacation period with the written approval of the superintendent or designate, shall, in the month following the month in which the work was performed, be paid 1/200 of the administrator's salary for each day of work or shall be granted equivalent leave with pay which must be taken at a mutually agreeable time prior to the end of the school year. If the leave is not taken, the administrator shall submit a claim for payment to the superintendent or designate no later than June 30 of the current school year. This clause does not apply to the work experience program.

## 5. SUBSTITUTE TEACHERS

### 5.1 Rates of Pay

5.1.1 *A substitute teacher is a teacher employed on a day-to-day or half-day basis.*

5.1.2 *Effective until June 9, 2022, substitute teachers' daily rates of pay will be \$200 plus six per cent (6%) vacation pay of \$12 for a total of \$212.*

*Effective June 10, 2022, substitute teachers' daily rates of pay will be \$213.06 (including 6 per cent vacation pay).*

*Effective September 1, 2022, substitute teachers' daily rates of pay will be \$220.04 (including 2 per cent in lieu of benefits).*

*Effective September 1, 2022, substitute teachers' daily rates of pay will be \$224.44 (including 2 per cent in lieu of benefits).*

5.1.2.1 The half day rate of pay for substitute teachers will be 60 per cent of the daily substitute rate, inclusive of vacation pay.

5.1.2.2 Under no circumstance will a substitute teacher receive more than the daily rate of pay for any single day of substitution.

### 5.2 Commencement of Grid Rate

5.2.1 *Number of days to go on grid: Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive school days, shall be paid effective the sixth (6) day*



*according to placement on the salary grid subject to the terms of this Collective Agreement.*

- 5.2.2 *A substitute teacher shall provide evidence of teacher education and teaching experience as per articles 3.3 and 3.4 (depending on the effective dates) within 60 calendar days of being eligible for placement on the grid.*
- 5.2.3 *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 teacher is absent, a certificated substitute will be hired to perform that teacher's instructional responsibilities, whenever reasonably possible.
- 5.3.2 (a) In the event that a substitute teacher's assignment is cancelled by the Employer and notice of such cancellation is not transmitted to the substitute teacher prior to 6:00 PM on the day prior to the assignment, the substitute teacher shall report to work as directed by the Employer and carry out those duties that are assigned to the substitute teacher by the Employer.
- (b) The provisions of clause 5.3.2 (a) shall not apply where the cancellation of assignment is due to inclement weather, cancellation of classes, school closure for any reason, or if another assignment is offered by the Employer for the same date as the cancelled assignment.

## **6. PART-TIME TEACHERS**

- 6.1 *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 *For the Employer's portion of the benefit premium contributions, the provisions of this Collective Agreement shall apply to part-time teachers on a pro-rated basis for those teachers who teach less than 0.5 FTE per school year. Any teacher at 0.3 FTE or less may opt out of the benefit plans listed in clause 7.1.1.*
  - 6.2.2 *For a part-time teacher, one day of leave under articles 12, 13.1 and 14 means one of the teacher's scheduled working days.*

## **7. GROUP BENEFITS**

### **7.1 Group Health Benefit Plans Carrier and Premium paid by the Employer**

7.1.1 *The Employer will contribute on behalf of each participating teacher the following percentage of premiums for the following noted health care plans:*

- a) *Extended Disability Plan D - Alberta School Employee Benefit Plan (ASEBP) – 100 per cent*
- b) *Life Insurance Plan 2 - ASEBP – 100 per cent*
- c) *Extended Health Care Plan 1 – ASEBP – 100 per cent*
- d) *Dental Plan 3 - ASEBP – 100 per cent*
- e) *Vision Care Plan 3 - ASEBP – 100 per cent*
- f) *Accidental Death and Dismemberment Plan 2 – ASEBP – 100 per cent*

7.1.2 *The only obligation of the Employer pursuant to this provision shall be to pay its percentage share of premiums. The benefits provided are provided through insurance plans and the administration of such plans shall be subject to, and governed by, the terms and conditions of the policies or contracts entered into with the underwriters of the plan.*

### **7.2 Group Benefits Eligibility**

7.2.1 *Participation in the aforesaid Extended Disability and Life Insurance Plans is mandatory for teachers appointed to staff as of November 9th, 1971 and thereafter. Participation in the Extended Health Care plan aforesaid is mandatory for all teachers hired or appointed to staff as of September 1, 1998 and thereafter. Participation in the Dental plan aforesaid is mandatory for all teachers appointed as of September 1, 1982 and thereafter. Participation in the Vision Care aforesaid is mandatory for all teachers appointed as of September 1, 2003 and thereafter.*

7.2.2 *Any teacher who has equivalent coverage provided through their spouse may waive coverage under the ASEBP Dental Plan, Extended Health Care and Vision Care Plan 3.*

### **7.3 Health Spending Account**

7.3.1 *The Employer will establish, for each eligible teacher, a Health Spending Account (HSA) for the use of the eligible teacher, their spouse and dependents, which adheres to Canada Revenue Agency (CRA) requirements. The Employer will establish annual HSA credits of \$725 per eligible teacher, contributed in equal monthly installments, prorated*

*to the teachers' FTE. For the purposes of this clause, eligible teachers shall mean any teacher on a continuing, probationary, interim, or temporary contract. The unused balance will be carried forward to the extent permitted by the CRA. No HSA credits will be contributed for teachers who are on extended disability benefits (EDB), the non-health related portion of maternity leave, or unpaid leaves of absence of 30 days duration or more. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.*

### **7.3 Combined Health Spending Account /Wellness Spending Account**

7.3.1 *The Employer will establish, for each eligible teacher, a combined Health Spending Account (HSA)/Wellness Spending Account (WSA) for the use of the eligible teacher, their spouse and dependents, which adheres to Canada Revenue Agency (CRA) requirements. The Employer will establish annual HSA/WSA credits of \$725 per eligible teacher, contributed in equal monthly installments, prorated to the teachers' FTE. For the purposes of this clause, eligible teachers shall mean any teacher on a continuing, probationary, interim, or temporary contract. The unused balance will be carried forward to the extent permitted by the CRA. No HSA credits will be contributed for teachers who are on extended disability benefits (EDB), the non-health related portion of maternity leave, or unpaid leaves of absence of 30 days duration or more. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.*

7.3.2. *Effective September 1, 2022, notwithstanding the amount of the Health Spending Account as listed in collective agreements, the maximum allowed Health Spending Account credit contributions per school year shall be \$900. Teachers with Health Spending Account balances greater than \$900 shall be allowed to be carry forward any current unused balance to the extent permitted by the CRA.*

### **7.4 Other Group Benefits**

7.4.1 Payments made toward benefit plans by the Employer shall permit the Employer to retain and not pass onto teachers any rebates of employment insurance premiums.

7.4.2 The Employer's contribution shall be applied first to non-taxable components.

7.4.3 A teacher may request in writing that the Employer, through payroll deductions, make electronic Registered Retirement Savings Plan (RRSP) deposits to the financial institution, Capital Estate Planning.

## 8. CONDITIONS OF PRACTICE

### 8.1 **Teacher Instructional and Assignable Time**

- 8.1.1 *Teacher instructional time will be capped at 907 hours per school year until August 31, 2022.*
- 8.1.2 *Effective September 1, 2022, teacher instructional time will be capped at 916 hours per school year commencing the 2022-23 school year.*
- 8.1.3 *Teacher assignable time will be capped at 1200 hours per school year.*

### 8.2 **Assignable Time Definition**

*Assigned Time is defined as the amount of time that Employers/School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*

- a) *operational days (including teachers' convention)*
  - b) *instruction*
  - c) *supervision, including before and after classes, transition time between classes, recesses and lunch breaks*
  - d) *parent teacher interviews and meetings*
  - e) *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*
  - 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/School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*
- 8.2.3. *Time spent traveling to and from professional development opportunities identified in 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*
- a) *the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*

- b) *the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.*
- c) *the time is spent traveling to and from the teacher's annual convention.*

### **8.3 Other Conditions of Practice**

- 8.3.1 *For the purpose of this Collective Agreement, "operational days" shall be as established in the Employer's school year annual calendar.*
- 8.3.2 *Teachers will not be required to render service for more than 200 operational days commencing the opening day of school in each school year, exclusive of vacation periods, weekends and holidays.*
- 8.3.3 *Notwithstanding clause 8.3.2, administrators shall be responsible to organize their schools in order that the schools are ready for operation.*
- 8.3.4 *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.*
  - 8.3.4.1 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the Employer.*
  - 8.3.4.2 *When reasonable, this break shall occur in the middle of the assignment.*
  - 8.3.4.3 *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.*
- 8.3.5 *Extracurricular Activities - Teacher participation in extracurricular activities is voluntary and therefore no additional salary will be paid.*

### **8.4 School Calendar**

- 8.4.1 *The date upon which a teacher will be required to render the first (1) day of service in any school year shall be announced by the Employer by April 30 of the previous school calendar year.*

## 8.5 **New Teacher Orientation**

- 8.5.1 Teachers who attend the new teacher orientation shall receive 1/200th of their annual salary per day and shall have their benefits commence on the first day of orientation.

## 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 Professional improvement leave shall mean a leave of absence granted by the Employer in its discretion on application by a teacher for study or experience designed to improve the teacher's academic or professional education.
- 9.2.2 To be eligible for professional improvement leave under clause 9.2.1 the teacher shall have served an Employer for five (5) consecutive years, immediately prior to granting of such leave.
- 9.2.3 Professional improvement leave for a period of less than one year may be granted by the Employer and remuneration shall be pro-rated to amount of salary set forth in Clause 9.2.8.
- 9.2.4 A teacher who is granted professional improvement leave shall give an undertaking in writing to return to their duties following expiration of their leave and shall not resign or retire from teaching service, other than by mutual agreement between the Employer and the teacher for a period of at least two years after resuming their duties.
- 9.2.5 All applications for professional improvement leave shall be submitted to the Employer by February 1 preceding the school year in which the professional improvement leave is to commence.
- 9.2.6 The Employer shall, after reviewing the applications for professional improvement leave, determine both the number and the persons to be granted professional leave of absence.
- 9.2.7 The Employer shall notify each applicant by March 1 as to whether or not professional improvement leave is granted.

9.2.8 A teacher who is granted professional improvement leave for the year shall receive salary, payable in equal installments on the last day of each month, in accordance with the following schedule

—\$35,816

9.2.9 A teacher who is granted Professional Improvement Leave shall be entitled to participate in the ASEBP. The Employer shall contribute toward required premiums as indicated in clauses 7.1.1, 7.2.1, 7.4.1 and 7.4.2.

9.2.10 Prior to leave being granted, the Employer and the teacher shall agree to the terms and conditions of resumption of duties on the part of the teacher.

### 9.3 Professional Development Fund

9.3.1 A Professional Development Fund shall be established each school year with the minimum amount being \$200.00 per teacher per year prorated to the months in the school year that a teacher has worked. This is limited to probationary and continuous contract teachers.

## 10. SICK LEAVE / Medical Certificates and Reporting

10.1 *Annual sick leave with pay will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness or disability, in accordance with the following schedule:*

a) *In accordance with the provision of the Education Act, a teacher in their first year of service with the Employer and whose contract commences after the beginning of a school year shall receive sick leave on a pro-rata basis as follows:*

*$$\frac{\text{number of school days under contract}}{9} = \text{number of sick leave days}$$*

9

b) *a teacher in their first year of service with the Employer whose contract commences at the beginning of a school year shall have 20 sick leave days available effective the first day of the school year.*

c) *a teacher with one or more years of service with the Employer shall have 90 calendar days of sick leave available effective the first day of the school year.*

10.2 *When any teacher has been continuously absent due to medical disability for 90 calendar days, the ASEBP extended disability plan shall take effect and no remaining entitlements to salary or benefit premiums shall be paid. Prior to expiry of the qualifying period under the extended disability plan, a teacher absent due to sickness shall make application for extended disability benefits and upon expiry of the said qualifying period such teacher shall no longer be eligible to receive sick leave benefits.*



- 10.3 *Where a teacher has suffered an illness and/or has been paid under the provisions of the ASEBP, upon their return to full-time duty, they shall be entitled to sick leave benefits in accordance with the following schedule:*
- a) *In instances where the teacher has been continuously absent for a period of sixty (60) or more calendar days, reinstatement of the sick leave entitlement will be made contingent upon the Employer receiving a certificate signed by a medical practitioner verifying that the teacher is able to return to work and assume all duties and responsibilities on a continuing basis.*
  - b) *If the same illness reoccurs within a six (6) month period, under the terms of the ASEBP the teacher shall make application to resume benefits under the plan.*
  - c) *Teachers who acquire and exhaust their sick leave under clause 10.1 c), shall be eligible for sick leave for any new illness in accordance with clause 10.1 c), provided the teacher returns to work for ten (10) consecutive operational days.*
  - d) *Teachers who acquire and exhaust their sick leave in accordance with clause 10.1 b), and who return to work for ten (10) consecutive operational days, shall be eligible for a further two days per month for the remainder of the school year.*
- 10.4 *All sick leave shall terminate upon the termination of the employment with the Employer.*
- 10.5 *A teacher absent for three (3) consecutive operational days or less due to illness or other disability must submit with the pertinent month end form the reason for the absence.*
- 10.6 *A certificate of illness from a qualified medical practitioner is required by the Employer to support a request for sick leave with pay if the absence exceeds three (3) consecutive operational days. Requests with the supporting certificate must be submitted to the office of the Employer and must be attached with the month end reports, unless the teacher is unable for circumstances beyond their control, to provide the supporting certificate. Additional certification may be requested to validate continued absence.*
- 10.7 *The Employer may require a teacher to submit to a medical examination by an Employer designated doctor. The expense of the medical examination will be borne by the Employer. Travel and meal rates will be paid in accordance with Employer policy.*
- 10.8 *Sick leave shall be recorded for full days or half days only.*



## **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.*

### **11.3A Salary and Benefit Premium Payment (Health-Related)**

- 11.3.1A *The Employer shall top up Supplementary Employment Benefits (SEB) to 100 per cent 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.*
- 11.3.2A *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3A *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.*
- 11.3.4A *The Employer shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5A *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 Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of a of parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Employer to prepay one hundred (100) per cent 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 Temporary Personal Leave of Absence for not more than three (3) operational days in total in any school year shall be granted to each teacher.

12.2 *The first day of such leave shall be at full salary and benefits.* The remaining two days under this clause shall be at full salary and benefits provided that an amount equivalent to the salary of a substitute is forthcoming to the Employer through payroll deductions, regardless of whether the school required a substitute to cover that teacher's duties.

12.3 A teacher taking such leave shall present a signed statement regarding the reason for absence (for clarity, it is understood that a reason, other than "personal leave/reason", must be provided). The principal shall receive reasonable advance notice that such leave is to be taken. Requests for leave under this clause shall not be used to extend the Christmas break, spring recess or summer vacation periods.

12.4 This leave must be taken as half days or full days.

12.5 The salary of the substitute is to be as per clause 5.1.

12.6 The first day of personal leave in any given year may be accumulated to a maximum of four (4) operational days.

12.7 Requests for leave under this clause shall not be used to extend the Christmas break, spring recess or summer vacation periods, and the Employer, at its discretion, may restrict such leave to a maximum of five (5) consecutive operational days. Under exceptional circumstances a teacher may access additional leave under clause 14.7.

- 12.8 Requests for leave under this clause require prior consultation with the principal. Reasons for such leave must be outlined and the appropriate form must be completed. Failure to comply with these provisions will result in loss of salary. It is the teacher's responsibility to ensure they have sufficient leave to meet this request. Accumulated personal leave shall be granted unless such leave unduly interferes with the operation of the school and/or system.

### **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.*
- 13.3.1 *Release time shall be provided up to 0.25 FTE for the Local President to conduct local business, with the Local covering the cost. This time is to be allocated in the regularly scheduled assignment with consideration to the operational requirements of the school.*
- 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 the teacher's behalf while on secondment under this clause.*

*Effective September 1, 2022*

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

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

## **14. OTHER LEAVES**

### **14.1 Critical Illness and Death Leave**

- 14.1.1 *Temporary leave of absence necessitated by critical illness or death of a relative of the teacher shall be granted by the Employer, with salary and benefits, according to the following schedule:*
- a) *In the event of death of a teacher's spouse or child a time up to and including five operational days,*
  - b) *In the event of critical illness on the part of the teacher's spouse or child, time up to and including four (4) operational days,*
  - c) *In the event of critical illness or death of a teacher's relative, time up to and including three (3) operational days provided such relative is a parent, brother, sister, parent of spouse, grandparent, grandchild, or relative who is a member of the teacher's household,*

- d) *In the event of the death of a teacher's brother-in-law, son-in-law, sister-in-law, daughter-in-law, or grandparent of spouse, a time up to one operational day.*
- e) *Additional such leave as outlined above, where required, may be granted upon application to the Employer. This additional leave will not be counted as personal leave.*

14.1.2 *For the purposes of Clause 14.1.1 critical illness shall be determined by a certificate from a medical doctor if required by the Employer.*

## 14.2 **Impassable Roads Leave**

14.2.1 A teacher is entitled to salary and benefits for those operational days in which the teacher is unable to reach the school from their usual place of residence because of impassable roads only when payment for the absence is approved by the superintendent of schools. If there is an official road closure that prevents attendance, the superintendent will grant impassable road leave.

## 14.3 **Graduation and Convocation Leave**

14.3.1 The Employer shall grant a temporary leave of absence with salary and benefits, of one (1) operational day, to a teacher to attend their own wedding, convocation or graduation from a post-secondary institution or to attend their child's high school convocation/graduation.

## 14.4 **Leave for Child's Arrival**

14.4.1 The Employer shall grant temporary paternal leave, with salary and benefits, of one (1) operational day in the event of a birth. The day taken shall be either the day of birth, the first day immediately after the birth, or the day the mother or child comes home from the hospital.

14.4.2 The Employer shall grant temporary adoption leave, with salary and benefits, of one operational day on the date of adoption or receipt of the child.

## 14.5 **Family Medical Leave:**

14.5.1 *A teacher is entitled to 2 operational days per school year for family medical attention at full salary and benefits.*

14.5.1.1 *Effective the first day of the month following the date on which the parties sign the Collective Agreement, a teacher on a 1.0 FTE contract for the full school year shall be eligible for one (1) additional operational day per school year for family medical attention at full salary and benefits.*

14.5.2 *For the purposes of clause 14.5, a family member shall be as per clause 14.1.1 (b) and (c).*

14.5.3 *The Employer at its discretion may require a signed certificate by a medical practitioner or a letter of notification submitted to the Superintendent within ten (10) days of return to duties.*

#### **14.6 Jury Duty Leave**

14.6.1 Leave of absence without loss of salary and benefits shall be granted:

- a) for jury duty or any summons related thereto,
- b) to answer a subpoena or summons to attend as a witness in any proceedings authorized by law to compel the attendance of a witness 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.
- c) 14.6 (b) shall not apply when a teacher or the Association is taking action against the Employer.

#### **14.7 Discretionary Leave**

14.7.1 Additional leaves of absence may be granted by the Superintendent: with salary and benefits, with salary and benefits less the cost of the substitute, or without salary and benefits.

#### **14.8 Deferred Salary Leave**

14.8.1 The Employer agrees to implement a Deferred Salary Leave Plan as approved by the Canada Revenue Agency.

14.8.2 A maximum of five (5) teachers shall be granted a deferred salary plan leave of absence for a given school year.

14.8.3 The Deferred Salary Leave Memorandum of Agreement shall be concluded by May 31 of the year of application to participate in the deferred salary leave plan.

#### **14.9 Emergency Leave**

14.9.1 A paid leave of absence when providing emergency services for Fire Fighters, Emergency Medical Services and Victim Services voluntary positions provided by teachers will be granted without loss of salary.

14.9.2 The Employer will grant one (1) paid day for emergency leave per calendar year at the cost of a substitute teacher.

### **15. CENTRAL GRIEVANCE PROCEDURE**

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



- 15.1. *This procedure applies to differences:*

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

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



*bear the expense of the grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*

- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in 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 School Division and/or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three member arbitration board, and the nominees shall endeavour to select an independent Chair.*
  - 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The arbitrator/arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator/arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator/arbitration board is final and binding on:*
  - 15.15.1. *the School Division and the Association; and,*
  - 15.15.2. *teachers covered by the Collective Agreement who are affected by the award.*
- 15.16. *TEBA Involvement in Grievance Proceedings*

- 15.16.1. *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.*
- 15.16.2. *At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the School Division.*
- 15.16.2.1. *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.*
- 15.16.2.2. *Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*
- 15.16.2.3. *Within five (5) operational days of the meeting set out in 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*
- 15.16.3. *In the event that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2, TEBA will provide written notice to the Superintendent or designate and the Associate Coordinator—Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*
- 15.16.4. *In instances where TEBA assumes carriage over a grievance process, all references to School Divisions in this article shall be read to apply to TEBA.*

#### *15.17. Optional Mediation Process*

- 15.17.1. *The parties may mutually agree at any point in the Grievance Procedure to engage in a non-binding mediation process to attempt to resolve the grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.*
- 15.17.2. *The mediator shall be appointed by mutual agreement of the parties and the expenses of the mediator shall be equally borne by the parties. If the parties cannot reach agreement on a mediator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.17.3. *The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions,*

*proposals, and/or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an Arbitration Board for resolution.*

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

#### **15.18. Administration**

*15.18.1. All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays and statutory holidays. For the purposes of this article, an "operational" day is an instructional or non-instructional day in the 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 Transfers**

16.1.1 The Employer requesting a teacher to transfer to another school shall pay the reasonable moving expenses necessarily incurred by him/her and their family as a result of such transfer, providing such transfer requires a change of residence.

16.1.2 Reasonable moving expenses shall be defined as the average of two (2) appraisals submitted by professional household movers.

### **16.2 Subrogation**

16.2.1 Interpretation:

16.2.1.1 *Cost of Absence* means the total remuneration paid by the Employer during a period when the teacher was absent from work.

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

- 16.2.2.6 upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
  - 16.2.2.7 the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
  - 16.2.2.8 the Employer's consent to settlement shall not be unreasonably withheld.
- 16.2.3 When as a result of judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest.
- 16.2.4 When as a result of a judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest.
- 16.2.5 The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this section 17.2.
- 16.2.6 In exercising any of its rights under section 17.2, the Employer shall have due regard for the interests of the teacher.

### **16.3 Personal Property**

- 16.3.1 Where, as a result of maintaining order and discipline among students, a teacher suffers damage or destruction to personal property, the teacher shall be entitled to receive reasonable compensation for financial losses incurred. The Employer shall determine the amount of compensation, upon being provided with such documentation as may be required.

### **16.4 Teacher-Board Advisory Committee (TBAC)**

- 16.4.1 The Employer / Teachers will create a teacher/employer liaison committee, conferring on local matters outside the scope of the collective agreement. The TBAC shall meet upon the request of either party. Participants will include up to five (5) Association members (including local president or designate), two (2) trustees, and a superintendent designate.

**IN WITNESS THEREOF** the Parties hereto executed this Collective Agreement by affixing the signatures of their proper officers on their behalf on the date(s) as set out below.


Signed on NOVEMBER 15, 2023


Signed on November 9, 2023

On Behalf of the Association


On Behalf of the Employer

  
\_\_\_\_\_  
NSC Chair

  
\_\_\_\_\_  
Bargaining Committee Chair

  
\_\_\_\_\_  
Secretary Treasurer

Signed on November 20, 2023

  
\_\_\_\_\_  
Associate Coordinator—Collective Bargaining,  
Teacher Employment Services

## **LETTERS OF UNDERSTANDING—CENTRAL**

### **LETTER OF UNDERSTANDING #1**

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

*Signed by the parties on October 11, 2018.*



## **LETTER OF UNDERSTANDING #2**

### **RE: INTERIM GRIEVANCE PROCEDURE**

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

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

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

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

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

### **THE PARTIES AGREE AS FOLLOWS:**

#### **EFFECTIVE DATES**

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

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

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

#### **TRANSITION OF EXISTING GRIEVANCES**

1. For grievances filed under Article 15 (Central Grievance Procedure) of 2018–20 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.
  - a. If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.
  - b. If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.



2. For grievances filed under Article 16 (Local Grievance Procedure) of 2018-20 teacher collective agreements prior to February 1, 2022, the school division and the Association will meet no later than March 31, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.
  - a. If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.
  - b. If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.

## **INTERIM GRIEVANCE PROCEDURE**

- 15.1.** This procedure applies to differences:
  - 15.1.1. about the interpretation, application, operation or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;
  - 15.1.2. where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,
- 15.2.** Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.
- 15.3.** If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the Superintendent or designate and the Associate Coordinator—Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence/event giving rise to the grievance.
- 15.4.** The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association or the School Division and shall contain the following:
  - 15.4.1. the name(s) of the parties aggrieved;
  - 15.4.2. a statement of facts giving rise to the grievance;
  - 15.4.3. the article(s) of the agreement that are alleged to have been violated; and,
  - 15.4.4. the remedy or correction being sought.
- 15.5.** A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the school division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.
  - 15.5.1. When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.

- 15.6.** *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7.** *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8.** *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in 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 School Division and/or the Association may convey a grievance to arbitration.*
- 15.11.** *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12.** *By mutual consent, the parties may agree to convene a three member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13.** *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14.** *The arbitrator/arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator/arbitration board shall make any order they consider appropriate.*

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

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

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

**15.16. TEBA Involvement in Grievance Proceedings**

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

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

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

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

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

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

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

**15.17. Optional Mediation Process**

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

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

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

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

**15.18. Administration**

15.18.1. *All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays and statutory holidays. For the purposes of this article, an "operational" day is an instructional or non-instructional day in the Employer's school calendar on which teachers are scheduled to work, and the months of July and August shall not be included.*

15.18.2. *In the event, at any stage of this procedure (except clause 15.3) the grieving party fails to take the necessary action within the time limits specified, the grievance shall be deemed to be abandoned.*

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

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

**LETTER OF UNDERSTANDING #3**

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

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

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

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

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

**LETTER OF UNDERSTANDING # 4**  
**BILL 32 (RESTORING BALANCE IN ALBERTA'S WORKPLACES ACT)**

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

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

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

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

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

**LETTER OF UNDERSTANDING #5**

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

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

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

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

*During the term of this agreement, if the proclamation of the above noted legislation results in additional costs for teachers or school divisions, TEBA and the association shall meet within 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 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 cases shall be heard on any single day, with a maximum of four cases over the course of two days.*
3. *The Association, TEBA, and School Divisions with grievance(s) that may be suited for an Expedited Arbitration, shall meet during the first week of each of September, February, and May. During each of these "Pre-Expedited Arbitration Meetings," the Parties will propose grievances for referral to Expedited Arbitration. Where there is mutual agreement between the parties to the grievance to advance to Expedited Arbitration, the hearing will take place at the end of the following month. Where there are no grievances slated for the held dates, they will be cancelled in order to mitigate cancellation costs, with the cancellation costs shared equally by the Association and TEBA.*
4. *There is no limitation on the parties to a grievance from mutually agreeing to proceed to Expedited Arbitration outside of the Pre-Expedited Arbitration Meetings in Clause 3, and/or mutually agreeing to book alternative dates to those in Clause 2 where the hearing can be facilitated sooner.*
5. *The Parties to the grievance shall cover their own costs of the hearing and equally share the cost of the Arbitrator. If no hearing occurs, TEBA and the Association shall share equally the cancellation costs for the arbitrator.*
6. *To minimize cost, and where the hearing is not done virtually, the offices of the Association, TEBA, or a School Division will be used as the venues for the Hearings where possible.*
7. *The Association and TEBA agree to jointly meet with the Director of Mediation Services to identify three (3) mutually agreed sole arbitrators to hear the matters at the Expedited Arbitration Hearings. For the purposes of this letter of understanding, three 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 School Divisions acknowledge and commit to the duty to accommodate for disability as required by the Alberta Human Rights Act. The provisions of this agreement shall be administered in accordance with such law.*

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

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

**LETTER OF UNDERSTANDING #8**  
**DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE**

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

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

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

**NOW THEREFORE THE PARTIES AGREE THAT:**

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

**LETTER OF UNDERSTANDING #9**  
**EXPERIENCE FORM**

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

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

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

**TEACHING EXPERIENCE FORM**

Date: \_\_\_\_\_

Issuing School Division: \_\_\_\_\_

Teacher Name: \_\_\_\_\_

Teaching Certificate Number  
\_\_\_\_\_

**Teaching Experience**

Recognized Years of Experience: \_\_\_\_\_

Uncredited Experience:  
*(In days, in accordance with clause 3.4.4)* \_\_\_\_\_

**School Division Contact**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**APPENDIX A—Teaching Experience Provisions**

**3.4. Experience (Effective September 1, 2019)**

*Teachers shall:*

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

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

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

*Prior Experience*

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the Employer in accordance with this article*
  - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero 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/School Divisions 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 3.4.19 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**

**VALLEYVIEW AREA SCHOOL SUBSTITUTE TEACHER**

Northern Gateway School Division will make every effort possible to hire an itinerant substitute teacher to service the Valleyview area schools by September 30, 2023.

This letter of understanding will expire on June 30, 2024.