

# **COLLECTIVE AGREEMENT**

*[Incorporating language agreed to during Central Table Teacher Collective Bargaining between the Teachers' Employer Bargaining Association (TEBA) and the Alberta Teachers' Association (Association)]*

**BETWEEN**

**THE GRANDE YELLOWHEAD SCHOOL  
DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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



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This collective agreement is made this 1st of February, 2023<sup>4</sup> between The Grande Yellowhead School Division ("Employer") and The Alberta Teachers' Association ("Association").

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

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

**WHEREAS** such teachers' terms and conditions of employment and their salaries have been the subject of negotiations between the parties, and

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

**WHEREAS** the Employer is responsible for the educational success of students; and

**WHEREAS** the Association's members are responsible for assisting with the educational success of each student.

## **1. APPLICATION / SCOPE**

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

### **1.2. Excluded Positions**

- 1.2.1. Superintendent;
- 1.2.2. Chief Deputy Superintendent;
- 1.2.3. Assistant Superintendent;
- 1.2.4. Associate Superintendent; and,
- 1.2.5. Director.

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 employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the Employers and to bind the Employers in any agreement with respect to central terms.*

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

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

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

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

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

1.9. *This collective agreement shall inure 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.*

**1.11. Structural Provisions**

**1.11.1. Teacher Liaison Committee**

1.11.1.1. *The teachers recognize the right and responsibility of the Employer to formulate policy.*

1.11.1.2. *The Employer agrees to participate with members of the Association in a Teacher Liaison Committee. The following principles governing the committee are agreed.*

- a) The Committee shall consist of four (4) Association Local Executive members, four (4) Employer Central Office administrators.
- b) The main direction of the discussion shall be to examine aspects of the quality of work life in The Grande Yellowhead Public School Division including communication among the parties.
- c) Each group (Association, Central Office) will look after personal expenses. The Employer agrees to budget one thousand dollars (\$1,000.00) to look after non-personal expenses.
- d) Policy statements and guidelines introduced or proposed for review, which relate to teachers' working conditions, will be forwarded to members of the committee for an opportunity to discuss at a committee meeting prior to the Employer voting on the policy.
- e) Discussions may include such things as changes to policy, representation to the government, and communicating with the public. External agencies may be invited for information and discussion.

1.11.1.3. There will be a minimum of one (1) meeting of this committee during the school year.

## **2. TERM**

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

### **2.2. List Bargaining**

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

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

### **2.3. Central Matters Bargaining**

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

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

#### **2.4. Local Bargaining**

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

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

#### **2.5. Bridging**

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

a) *a new collective agreement is concluded, or*

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

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

#### **2.6. Meet and Exchange**

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

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

#### **2.7. Opening with Mutual Agreement**

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

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

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

- 2.8.1. *As the Association is the bargaining agent for the teachers employed by the Employer, the Employer shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five (5) months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*

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

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

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

2.8.2.3. *Most recent Employer financial statements;*

2.8.2.4. *Total benefit premium cost;*

2.8.2.5. *Total substitute teacher cost; and,*

2.8.2.6. *Total allowances cost.*

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

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

2.8.1.1. *name;*

2.8.1.2. *certificate number;*

2.8.1.3. *home address;*

2.8.1.4. *personal home phone number;*

- 2.8.1.5. *the name of their school or other location where employed;*
- 2.8.1.6. *contract type;*
- 2.8.1.7. *full-time equivalency (FTE); and,*
- 2.8.1.8. *salary grid placement.*

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

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

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

### **3. SALARY**

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

- 3.1.1. *The Employer shall pay every teacher one-twelfth (1/12) part of their annual salary, at the rate in effect during the month, on or before the last day of each calendar month.*
- 3.1.2. *The Employer agrees to make available to a newly hired teacher during their first month of employment a salary advance of up to two thousand dollars (\$2,000.00) provided the teacher agrees to repay the advance within four (4) months of their date of hire, upon termination, or at the end of June, whichever occurs first.*

#### **3.2. Grid**

- 3.2.1. *The amount of university education and length of teaching experience computed as hereinafter provided shall together determine the basic salary rate for each teacher contracted by the Employer. The minimum salary, maximum*



salary, and increments for each year of teaching experience are outlined in clause 3.2.2.

3.2.2. All sums mentioned in this collective agreement are "per annum" unless specifically stated otherwise.

3.2.2.1. Effective until June 9, 2022

Experience	Years of Training		
	4	5	6
0	\$ 59,607	\$ 62,878	\$ 66,170
1	\$ 63,040	\$ 66,334	\$ 69,668
2	\$ 66,473	\$ 69,773	\$ 73,165
3	\$ 69,905	\$ 73,220	\$ 76,661
4	\$ 73,337	\$ 76,668	\$ 80,163
5	\$ 76,764	\$ 80,111	\$ 83,661
6	\$ 80,196	\$ 83,561	\$ 87,159
7	\$ 83,619	\$ 87,009	\$ 90,654
8	\$ 87,057	\$ 90,456	\$ 94,151
9	\$ 90,489	\$ 93,910	\$ 97,646
10	\$ 93,919	\$ 97,354	\$ 101,150

3.2.2.2. Effective June 10, 2022, zero point five per cent (0.50%) Increase

Experience	Years of Training		
	4	5	6
0	\$ 59,905	\$ 63,192	\$ 66,501
1	\$ 63,355	\$ 66,666	\$ 70,016
2	\$ 66,805	\$ 70,122	\$ 73,531
3	\$ 70,255	\$ 73,586	\$ 77,044
4	\$ 73,704	\$ 77,051	\$ 80,564
5	\$ 77,148	\$ 80,512	\$ 84,079
6	\$ 80,597	\$ 83,979	\$ 87,595
7	\$ 84,037	\$ 87,444	\$ 91,107
8	\$ 87,492	\$ 90,908	\$ 94,622
9	\$ 90,941	\$ 94,380	\$ 98,134
10	\$ 94,389	\$ 97,841	\$ 101,656

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

3.2.2.3. Effective September 1, 2022, one point two-five per cent (1.25%) Increase

Experience	Years of Training		
	4	5	6
0	\$ 60,654	\$ 63,982	\$ 67,332
1	\$ 64,147	\$ 67,499	\$ 70,892
2	\$ 67,640	\$ 70,998	\$ 74,450
3	\$ 71,133	\$ 74,506	\$ 78,007
4	\$ 74,625	\$ 78,014	\$ 81,571
5	\$ 78,112	\$ 81,518	\$ 85,130
6	\$ 81,604	\$ 85,029	\$ 88,690
7	\$ 85,088	\$ 88,537	\$ 92,246
8	\$ 88,586	\$ 92,045	\$ 95,805
9	\$ 92,078	\$ 95,559	\$ 99,361
10	\$ 95,568	\$ 99,064	\$ 102,926

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

3.2.2.4. *Effective September 1, 2023, two per cent (2.00%) Increase*

Experience	Years of Training		
	4	5	6
0	\$ 61,867	\$ 65,262	\$ 68,679
1	\$ 65,430	\$ 68,849	\$ 72,309
2	\$ 68,993	\$ 72,418	\$ 75,939
3	\$ 72,555	\$ 75,996	\$ 79,568
4	\$ 76,117	\$ 79,575	\$ 83,202
5	\$ 79,674	\$ 83,148	\$ 86,833
6	\$ 83,237	\$ 86,729	\$ 90,464
7	\$ 86,789	\$ 90,308	\$ 94,091
8	\$ 90,358	\$ 93,886	\$ 97,721
9	\$ 93,920	\$ 97,470	\$ 101,348
10	\$ 97,480	\$ 101,045	\$ 104,985

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

3.2.3. *It is agreed that Employment Insurance Commission rebates under the Wage Loss Replacement Plan are included in the salaries paid under this collective agreement.*

**3.3. Education**

3.3.1. *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved*

*by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*

- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1 and February 1.*
- 3.3.3. *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four (4) years education.*
  - 3.3.3.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
  - 3.3.3.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the Employer within sixty (60) operational days from the date of completion of education or commencement of employment.*
  - 3.3.4.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
  - 3.3.4.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

#### **3.4. Experience**

*Teachers shall:*

- a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
  - b) *Not gain experience during vacation periods and leaves of absence without salary.*
- 3.4.1. *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the Employer.*
  - 3.4.2. *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the Employer.*

- 3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

*Prior Experience*

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

*employer, the receiving Employer shall assume the recognition of experience provided by the previous employer.*

*Effective until June 9, 2022*

*3.4.10. Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure from the 2018-20 collective agreement.*

*Effective June 10, 2022, repeal 3.4.10*

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

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

*3.5.1. A vocational teacher shall be designated as one who qualifies in one of the following categories:*

*3.5.1.1. Any teacher accepted by the University of Alberta Faculty of Education Secondary Education Career and Technology Studies, or equivalent program as deemed by the Employer.*

*3.5.1.2. Any teacher who has an Alberta Journeyperson's Certificate or its equivalent and a valid Alberta Teaching Certificate.*

*3.5.2. Vocational experience to be recognized in the above article shall be that experience gained following the date a candidate attains Journeyperson status or equivalent and, further, such experience must be in the vocational area that the candidate is registered in while pursuing the university vocational education program.*

*3.5.3. Once placed on a salary schedule, vocational teachers shall be treated in the same manner as other teachers and may move down the grid as their experience increases and horizontally across as the years of teacher training increases.*

*3.5.3.1. The Employer is to notify the Association of any employees being recognized under this article.*

*3.5.3.2. The Employer shall pay above the salary determined by clause 3.2.2, a vocational allowance of one (1) increment, in the applicable category, for each year of such experience up to five (5) years and one-half (1/2) that increment, in the applicable category, for each additional year of such experience. Experience must be applicable to the subjects taught with proof of experience supplied as in clause 3.4.6.*

*3.5.3.3. The vocational allowance, together with the minimum, shall not exceed the maximum salary in the applicable category.*

3.5.3.4. *Teaching experience following appointment shall be recognized by regular increments until the maximum salary in the applicable category is reached.*

3.5.3.5. *Advancement from one salary category to another shall be made as for any teacher with the vocational allowance as in the former category.*

3.5.4. *Save as aforesaid, no teacher shall receive increments for experience gained while they are not holding a valid teacher's certificate.*

### **3.6. Other Allowances**

#### **3.6.1. Honorarium Paid by Outside Agencies**

3.6.1.1. Individuals can be offered honorarium and other benefits from outside agencies for a variety of activities that are performed while under the employ of the Employer. These duties can include, but are not limited to, presenting at a Teachers' Convention, and working with Student Teacher Placements. The Employer will allow the payment of the honorarium to individual teachers. It is the responsibility of the individual to report these earnings as required.

#### **3.6.2. Teachers Assigned to Multiple Locations Allowance**

3.6.2.1. The Employer shall pay a traveling allowance as per Employer policy to teachers who are required by the Employer to teach in two (2) or more schools.

3.6.2.2. Teachers who apply for two (2) or more positions are not eligible for traveling allowance.

### **3.7. New Teacher Orientation**

3.7.1. Newly hired teachers will be required to attend the New Teacher Orientation and will be placed on contract, and Alberta School Employee Benefit Plan (ASEBP) benefits effective the date of attendance.

3.7.2. All newly hired teachers will receive one two-hundredth (1/200) of their annual salary for each day of New Teacher Orientation.

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

### **4.1. Administration Allowances**

#### **4.1.1. Principal Allowance**

4.1.1.1. *Administrators' Allowances shall be added to the salary payable under clause 3.2.2.*

4.1.1.2. *Administrators' Allowances shall be calculated as follows:*

- 4.1.1.2.1. *A basic allowance of seven and four tenths per cent (7.4%) of the fourth (4) year maximum of the salary grid, plus*
  - 4.1.1.2.2. *An allowance of seven one hundredths of a per cent (.07%) of the fourth (4) year maximum of the salary grid for each of the first fifty (50) students in the school, plus*
  - 4.1.1.2.3. *An allowance of forty-five one thousandths of a per cent (.045%) of the fourth (4) year maximum of the salary grid for each of the next one hundred (100) students in the school, plus*
  - 4.1.1.2.4. *An allowance of forty-two one thousandths of a per cent (.042%) of the fourth (4) year maximum of the salary grid for each additional student in the school.*
  - 4.1.1.2.5. *Notwithstanding any other provision in the collective agreement, principals shall receive a minimum allowance of twenty-five thousand dollars (\$25,000) annually, prorated based on FTE.*
- 4.1.1.3. *The student and teacher count for purposes of administration and Administrative Allowances shall be made on September 30 of each year and to be effective on commencement of the current school year.*
- 4.1.1.4. *Early Childhood Services (ECS) students are counted as full-time students. In the event that ECS programs commence after September 30, ECS enrollments will be based on the projected opening enrollment in those programs. If the actual ECS enrollment varies from the projected enrollment by more than ten per cent (10%), the administrator's allowance shall be adjusted accordingly for the entire term of this agreement.*
- 4.1.1.5. *Where a principal designate of a school is appointed, the principal designate shall be paid an administration allowance based on the projected opening student population of the school.*
- 4.1.2. **Small School Administrator Attraction and Retention Allowance**
- 4.1.2.1. *The small school administrator allowance is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. In no case will the amount of the allowance be less than zero dollars (\$0). The principal of a school shall receive the following:*
  - 4.1.2.2. *Effective until June 9, 2022, seven thousand four hundred seventy dollars and fifty-two cents (\$7,470.52) less twenty-one dollars and thirty-seven cents (\$21.37) per student.*

4.1.2.3. *Effective June 10, 2022, zero point five per cent (0.50%) increase, seven thousand five hundred seven dollars and eighty-seven cents (\$7,507.87) less twenty-one dollars and thirty-seven cents (\$21.48) per student.*

4.1.2.4. *Effective September 1, 2022, one point two-five per cent (1.25%) increase, seven thousand six hundred one dollars and seventy-two cents (\$7,601.72) less twenty-one dollars and thirty-seven cents (\$21.75) per student.*

4.1.2.5. *Effective September 1, 2023, two per cent (2.00%) increase, seven thousand seven hundred fifty-three dollars and seventy-six cents (\$7,753.75) less twenty-one dollars and thirty-seven cents (\$22.18) per student.*

**4.1.3. Assistant Principal Allowance**

4.1.3.1. *Assistant principals' allowance shall be fifty per cent (50%) of the principal's allowance.*

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

**4.1.4. Supervisor, Coordinator or Chartered Psychologist Allowance**

4.1.4.1. *Payment for allowances to a teacher designated by the Employer to be a supervisor, coordinator or chartered psychologist are as follow:*

4.1.4.1.1. *Effective until June 9, 2022, eleven thousand two hundred and twenty dollars (\$11,220.00).*

4.1.4.1.2. *Effective June 10, 2022, zero point five per cent (0.50%) increase, eleven thousand two hundred seventy-six dollars and ten cents (\$11,276.10)*

4.1.4.1.3. *Effective September 1, 2022, one point two-five per cent (1.25%) increase, eleven thousand four hundred seventeen dollars and five cents (\$11,417.05)*

4.1.4.1.4. *Effective September 1, 2023, two per cent (2.00%) increase, eleven thousand six hundred forty-five dollars and thirty-nine cents (\$11,645.39)*

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

4.2.1. If a principal is absent from school for a period of one (1) or more school days, the following shall apply:

4.2.1.1. An assistant principal, where one is available will be designated to act in place of the principal and will receive one two-hundredth (1/200) of the principal's allowance on the first (1) and consecutive



school days for such acting designation. The assistant principal allowance will be in abeyance during this period of time.

- 4.2.1.2. Where no assistant principal is available, a teacher will be designated to act in place of the principal and will receive one two-hundredth (1/200) of the principal's allowance on the first (1) and consecutive school days for such acting designation.
- 4.2.1.3. Any of the above-mentioned acting designations shall terminate upon the principal's return, or at the date defined in the offer of designation.

#### **4.3. Teachers with Principal and Assistant / Vice-Principal Designations**

- 4.3.1. *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.3.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2017, may continue under the term contract until the total number of years designated as a principal is five (5) years.*
- 4.3.3. *Effective September 1, 2023, a teacher designated as an assistant or vice-principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.3.4. *Any current assistant or vice-principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2023, may continue under the term contract until the total number of years designated as an assistant or vice-principal is five (5) years. When the total length of the Assistant's or Vice-Principal's designation will be five (5) years between September 1, 2023 and January 1, 2024, the Employer must decide by January 1, 2024, whether or not the designation will continue in the 2023-24 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.3.5. *For any current assistant or vice-principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2023, the Employer may extend the temporary contract for one (1) additional year and must decide by January 1, 2024 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term*

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

#### **4.4. Other Administrator Conditions**

##### **4.4.1. Allocation and Appointment of Administrators**

*4.4.1.1. An assistant principal shall be appointed in schools where the number of teachers is equal to or greater than eight (8).*

#### **4.5. School Administrator Lieu Days**

- 4.5.1. School principals shall be granted three (3) lieu days per school year.*
- 4.5.2. Assistant principals shall be granted two (2) lieu days per school year.*
- 4.5.3. These days shall be separate from their personal days.*
- 4.5.4. Any unused days not taken by the last operational day in June will be forfeited.*

### **5. SUBSTITUTE TEACHERS**

#### **5.1. Rates of Pay**

*5.1.1. The substitute teacher daily rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*

*5.1.2. The substitute teachers' daily rates of pay will be;*

*5.1.2.1. Effective until June 9, 2022, two hundred dollars (\$200.00) plus six per cent (6%) vacation pay of twelve dollars (\$12.00) for a total of two hundred and twelve dollars (\$212.00).*

*5.1.2.2. Effective June 10, 2022, zero point five per cent (0.50%) increase, two hundred and one dollars (\$201.00) plus six per cent (6%) vacation pay of twelve dollars and six cents (\$12.06) for a total of two hundred thirteen dollars and six cents (\$213.06).*

*5.1.2.3. Effective September 1, 2022, one point two-five per cent (1.25%) increase, two hundred fifteen dollars and seventy-two cents (\$215.72) plus two per cent (2%) in lieu of benefits, four dollars and thirty-one cents (\$4.31) for a total of two hundred and twenty dollars and four cents (\$220.04).*

*5.1.2.4. Effective September 1, 2023, two per cent (2.00 %) increase, two hundred twenty dollars and four cents (\$220.04) plus two per cent (2%) in lieu of benefits, four dollars and forty cents (\$4.40) for a total of two hundred and twenty-four dollars and four cents (\$224.44).*

*5.1.3. Substitute teachers providing service:*

*5.1.3.1. For a day will receive the daily rate;*

- 5.1.3.2. *Only in the morning or only in the afternoon shall be paid at the daily rate multiplied by the percentage of instructional time offered to students during that part of the day. The minimum substitute teacher rate shall be fifty per cent (50%) of the daily rate. Where a substitute teacher works two (2) assignments in any one (1) day the total remuneration shall not exceed the daily rate for substitute teachers.*

## **5.2. Commencement of Grid Rate**

- 5.2.1. **Number of days to go on grid:** *The first five (5) days of substitution service in the same teaching position will be compensated at the substitution rate and that commencing the sixth (6) day in the same position, the rate shall increase to one two-hundredth (1/200) of their grid position per day of substitute teaching. There shall be no retroactivity of substitute compensation to the beginning of the continuous teaching period.*

*It is agreed that the rates shall be deemed to include holiday pay (until August 31, 2022).*

- 5.2.2. *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day, or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

## **5.3. Other Substitute Teacher Conditions**

### **5.3.1. Cancellation of Assignment**

- 5.3.1.1. *When a substitute teacher has accepted employment, such employment shall not be cancelled without at least twenty-four (24) hours' notice.*
- 5.3.1.2. *If the appropriate notice is not provided, the substitute teacher shall be reassigned to other duties within the school.*

## **6. PART TIME TEACHERS**

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

### **6.2. Part-time Teachers Salaries**

- 6.2.1. *Teachers employed on a basis other than full-time for the full school year, shall be paid an annual salary as determined above multiplied by the ratio that their employment bears to full-time employment.*

### **6.3. Other Part-time Teacher Conditions**

#### **6.3.1. Job Sharing**

- 6.3.1.1. Where two (2) teachers wish to share one (1) full-time teaching position, they may apply to the Employer for a shared job assignment. Such application must be made no later than April 30 of the school year immediately preceding the year in which the job sharing is to take place.
- 6.3.1.2. A shared job assignment may be granted by the Employer in accordance with the following terms.
  - 6.3.1.2.1. The proportion of a full-time position taught by each teacher shall be mutually decided by the two (2) teachers and must be agreeable to the Employer.
  - 6.3.1.2.2. On approval of the application of the teachers, the Employer shall grant the shared job assignment for a guaranteed period of one (1) school year. By April 30 in the school year of the shared job assignment, the teachers involved must advise the Employer that they wish to return to their former status, or they must apply for a continuation of the shared job assignment.
- 6.3.1.3. In the event that one (1) of the teachers involved in the shared teaching position ceases to perform their teaching duties for any reason whatsoever, the Employer may, upon fourteen (14) days' notice in writing, require the other teacher involved to assume the full-time duties of the formerly shared position.

#### **6.3.2. Alteration of Part-time Equivalent**

- 6.3.2.1. The assignment of a teacher on a part-time contract shall not be altered more than zero point three (0.30) FTE in a school year unless mutually agreed upon.

#### **6.3.3. Attendance at the Association Convention**

- 6.3.3.1. *Attendance of part-time teachers, who are not job sharing pursuant to clause 6.3.1 of this agreement, at the Association North Central Teachers' Convention shall be recognized as full days of employment and the teacher shall be compensated accordingly.*

#### **6.3.4. Movement Between Part-time and Full-time Assignment**

- 6.3.4.1. Full-time teachers who hold a continuing contract with the Employer may apply to the Employer for a part-time assignment. Such application must be made no later than April 30 of the school year immediately preceding the year in which the part-time assignment is to take effect.

6.3.4.2. The Employer may provide a part-time assignment to a full-time teacher under the following terms:

6.3.4.2.1. The part-time assignment shall continue from year to year at the same level full-time equivalency unless:

- a) the teacher provides notice of their intention to resume full-time duties;
- b) the Employer provides notice to the teacher that they shall resume full-time duties; or
- c) the Employer and the teacher mutually agree to a change in the level of full-time equivalency.

For both (a) and (b) above, notice shall be provided no later than April 30 of the school year immediately preceding the year in which the resumption of full-time duties is to take place.

6.3.4.3. Notwithstanding clause 6.3.4.2.1 above, the Employer and a teacher may agree to a change in full-time equivalency at any mutually acceptable time.

## **7. GROUP BENEFITS**

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

7.1.1. *As a condition of employment, teachers working the minimum requirement of the benefit carrier shall be enrolled in Alberta School Employee Benefit Plan (ASEBP) Life Insurance Plan 2 and Accidental Death and Dismemberment Plan 2. The Employer agrees to pay one hundred per cent (100%) of the premiums for these programs.*

7.1.2. *As a condition of employment, teachers working the minimum requirement of the benefit carrier shall be enrolled in ASEBP Extended Disability Benefits Plan D. The Employer shall be responsible for one hundred per cent (100%) of the premiums of this program.*

7.1.3. *The Employer shall make available to teachers working the minimum requirement of the benefit carrier, an ASEBP Extended Health Care Plan 1. The Employer agrees to pay that portion of the premium for this program which corresponds to the full-time equivalency of the teacher.*

7.1.4. *The Employer shall make available to teachers working the minimum requirement of the benefit carrier, ASEBP Dental Care Plan 3. The Employer agrees to pay that portion of the premium for this program which corresponds to the full-time equivalency of the teacher.*

7.1.5. *The Employer shall make available to teachers working the minimum requirement of the benefit carrier, a vision insurance program. The program will*

be, or equivalent to, ASEBP Vision Plan 3. The Employer agrees to pay that portion of the premium for this program which corresponds to the full-time equivalency of the teacher.

- 7.1.6. The parties agree that a **Group Benefits Committee** consisting of one (1) representative of the Employer, one (1) representative of the Association, and one (1) representative of the Canadian Union of Public Employees (CUPE) be formed and empowered to make decisions regarding the carrier to be used for the various insurance and benefit plans made available pursuant to this agreement. A quorum of this committee shall consist of all members and all motions shall require one hundred per cent (100%) unanimity to carry.

## **7.2. Health Spending Account (HSA) and Health Wellness Account (WSA)**

- 7.2.1. The Employer will establish for each eligible teacher an HSA / WSA that adheres to Canada Revenue Agency (CRA) requirements. **“Eligible teacher”** under this provision means a teacher on a continuing, probationary, interim, or temporary contract.
- 7.2.2. The Employer shall provide an HSA / WSA to all eligible teachers. The Employer will contribute seven hundred and twenty-five dollars (\$725.00) in twelve (12) equal monthly installments for each full-time eligible teacher and dependent(s). Part-time employees, as per clause 7.2.3. shall be eligible on a pro-rata basis. The plan shall be administered by ASEBP in accordance with CRA and the Income Tax Act of Canada.
- 7.2.3. The Employer agrees to pay that portion of the annual contribution for this program which corresponds to the full-time equivalency of the teacher.
- 7.2.4. No contributions will be made during a month that a teacher is on an unpaid leave of absence in excess of thirty (30) days and for the duration of the leave. Contributions will continue for teachers on maternity leave and extended disability leave; however, monthly contributions shall continue to be made at the contribution level in effect at the time their leave commenced.
- 7.2.5. Any unused balance from the plan year will be carried forward to the next plan year. The carried forward amount must be used by the end of the next plan year, or it will be lost.
- 7.2.6. Teachers leaving the employ of the Employer for any reason will automatically forfeit any unused balance in the teacher’s health care spending account once the run off period is completed.
- 7.2.7. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.

## **7.3. Other Group Benefits**

- 7.3.1. The Employer shall make an **Employee Assistance Plan** available to teachers and their dependents who may be suffering from problems such as stress, psychological or physical illness, marital / family difficulties, drug / alcohol

*abuse, bereavement, etc. which may affect the performance of the teacher. Leave from duties to access Employee Assistance Plan services shall be defined as sick leave. The first six (6) sessions are at no cost to the teacher or dependents. A fee of twenty dollars (\$20.00) per session will be assessed to the teacher or dependent for any further sessions required. Teachers subject to this agreement shall appoint two (2) representatives to the Employee Assistance Plan Steering Committee.*

7.3.2. *The Employer shall make available a Group Registered Retirement Savings Plan through a payroll deduction system.*

7.3.3. *Teachers who are hired after age 65 will be reimbursed for benefits up to limits as per ASEBP Early Retiree Benefits and also HSA / WSA.*

## **8. CONDITIONS OF PRACTICE**

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

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

8.1.2. *Effective September 1, 2022, teacher instructional time will be capped at nine hundred and sixteen (916) hours per school year commencing the 2022-23 school year.*

8.1.3. *Teacher assignable time will be capped at twelve hundred (1,200) hours per school year.*

### **8.2. Assignable Time Definition**

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

*a) operational days (including teachers' convention)*

*b) instruction*

*c) supervision, including before and after classes, transition time between classes, recesses, and lunch breaks.*

*d) parent teacher interviews and meetings*

*e) employer and school directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3*

*f) staff meetings*

*g) time assigned before and at the end of the school day*

*h) other activities that are specified by the Employer to occur at a particular time and place within a reasonable workday.*

- 8.2.2. *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by Employers. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*
- 8.2.3. *Time spent traveling to and from professional development opportunities identified in clause 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*
- a) *the teacher is being provided any other pay, allowances, or a per diem for that travel time (excluding any compensation provided for mileage).*
  - b) *the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.*
  - c) *the time is spent traveling to and from the teacher's annual convention.*

### **8.3. Duty Free Lunch**

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

- 8.3.1. *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the Employer.*
- 8.3.2. *When reasonable, this break shall occur in the middle of the assignment.*
- 8.3.3. *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

### **8.4. Extracurricular**

- 8.4.1. *Teacher participation in extracurricular activities is voluntary.*

### **8.5. Other Conditions of Practice**

#### **8.5.1. Staff Deployment**

- 8.5.1.1. *Staff deployment within a school shall be the responsibility of the Superintendent of Schools or designate and the principal in prior consultation with each individual staff member concerned. In the event of lack of agreement, the matter shall be referred to the Superintendent of Schools.*



## 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 Growth Fund**

- 9.2.1. The Employer shall annually contribute:
  - 9.2.1.1. Thirty-five per cent (35%) of three and half (3.5) times the fourth (4) year maximum of the salary grid as of September 1 of each year of this collective agreement; plus
  - 9.2.1.2. Sixty-five per cent (65%) of three and half (3.5) times the fourth (4) year maximum of the salary grid as of September 1 of each year of this collective agreement times Total FTE as of September 30 of each year of this collective agreement times three hundred and zero point three three one per cent (0.331%) to a professional growth fund.
- 9.2.2. Funds not expended in a given year shall be added to the total the following year to a maximum of forty per cent (40%) of the total funds available for that year. Funds not expended, in excess of forty per cent (40%) will be returned to the Employer. Any deficit in one (1) year shall be taken from the total of the following year.
- 9.2.3. The fund shall be administered by a committee consisting of:
  - 9.2.3.1. the Association Evergreen Local No. 11 Professional Development chairperson, or designate;
  - 9.2.3.2. one (1) teacher representative from each of the five (5) zones, selected according to the constitution of the Association Evergreen Local No. 11;
  - 9.2.3.3. three (3) Employer Administration members; and,
  - 9.2.3.4. each person in clauses 9.2.3.1 and 9.2.3.2 shall have one (1) vote. Each person in clauses 9.2.3.3 shall have two (2) votes.

#### 9.2.4. Appeals

- 9.2.4.1. Where the committee is unable to come to a final decision regarding the final distribution of funds, a decision can be appealed to the Board of Trustees.

### 10. SICK LEAVE / MEDICAL CERTIFICATES AND REPORTING

- 10.1. *Upon the recommendation of a qualified medical practitioner, sick leave for planned treatment outside the Province of Alberta shall be approved by the Employer. The Employer may require that the recommendation come from an employer-approved medical practitioner.*
- 10.2. *For the purpose of this article, a teacher who is granted leave of absence by the Employer shall be advised at the time the leave is granted whether or not he or she shall be considered to be continuously employed during such leave of absence.*
- 10.3. *Teachers participating in the ASEBP shall be allowed sick leave as follows.*
- 10.3.1. *Annual sick leave, with pay shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness, or disability, in accordance with the following schedule:*
- 10.3.1.1. *In the first (1) year of service with the Employer, a teacher shall be granted twenty (20) days of sick leave availability on commencement of employment, with no additional earning of sick leave entitlement during the first year of employment.*
- 10.3.1.2. *After one (1) year of service with the Employer, a teacher shall have an entitlement of ninety (90) calendar days sick leave available continuously.*
- 10.3.1.3. *In the event of recurring absences related to an illness, disability, or injury, only ninety (90) days sick leave shall be available for that particular illness, disability, or injury. The Employer will accept the insurer's definition of a recurring illness, disability, or injury.*
- 10.4. *Sick leave credits shall not accumulate during periods of sickness, disability, or injury during the first (1) year of employment.*
- 10.5. *Application for extended disability benefits shall be made as soon as there is medical evidence that the absence is of a long-term nature.*
- 10.6. *The Employer may require that a teacher receiving benefits under the extended disability plan shall participate in a treatment program through the Employee Assistance Plan.*
- 10.7. *A certificate, acceptable to the Employer, from an attending qualified medical or dental practitioner detailing the general nature of the affliction and providing an estimate of the date of return to work may be required by the Employer to support claims for sick leave of three (3) or more days.*

- 10.8. *For purposes of clause 10.7, the duration of a sick leave shall be deemed to be from the last day worked to the day of return to work.*
- 10.9. *Rather than adhere to clauses 10.7 and 10.8 on a universal basis, the Employer agrees to rely on its administrators to identify those staff members who may be using sick leave privileges in an unprofessional manner.*
- 10.10. *When a teacher leaves the employ of their Employer, all accumulated sick leave credits shall be canceled.*

## **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 (1) parent of the child at the same time.*

**11.3. Salary Payment and Benefit Premium Payment (Set Supplementary Employment Benefits [SEB] Plan)**

- 11.3.1. *At the commencement of maternity leave, the teacher shall be eligible for one (1) of the following options:*
- 11.3.2. *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3. *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*
  - a) *The teacher may access sick leave entitlement with pay as specified in article 10 for the period of illness or disability.*
  - b) *The Employer shall implement a SEB plan, which shall provide teachers on maternity leave with one hundred per cent (100%) of their salary during eighteen (18) weeks of leave.*
- 11.3.4. *The Employer shall pay the portion of the teacher's benefits plan premiums and contribute HSA / WSA amounts specified in article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The Employer shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The HSA / WSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA / WSA during this time.*

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

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

#### **12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE**

- 12.1. *Subject to the school principal being able to arrange for coverage of a teacher's assignment, each teacher is eligible for*
  - 12.1.1. *Four (4) days leave of absence during each school year. The first (1) and second (2) days shall be with full pay, the third (3) day shall be at fifty per cent (50%) of the cost of substitute, the fourth (4) day shall be at the cost of a substitute.*
- 12.2. *Personal leave days not used in a year may be carried forward to the next year. Unused personal days may accumulate to a maximum of five (5) days with full pay, and five (5) days with partial loss of pay. The pay status of personal days carried forward will be the same as if the leave had been taken in the year earned.*
- 12.3. *Teachers who have greater than five (5) unused personal days in either category, at the time of the signing of this collective agreement, will maintain such days until they are used by the teacher and until reduced to five (5) in each category.*

### 13. ASSOCIATION LEAVE AND SECONDMENT

*Effective until August 31, 2022*

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

*Effective September 1, 2022*

- 13.1. *The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this article by providing advance notice when possible and committing to making best efforts in resolving challenges.*
- 13.2. *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.3. *Upon written request to the superintendent or designate, the Employer may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Employer. The Association will reimburse the Employer as per clause 13.1. Such leaves will not be unreasonably denied.*

- 13.4. Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.
- 13.5. During such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on the teacher's behalf while on secondment under this clause.

**14. OTHER LEAVES**

**14.1. Bereavement and Critical Care Leave**

**14.1.1. Definitions**

- 14.1.1.1. **Bereavement Leave** shall be specifically defined as permission for teachers to be absent from duty in the event of a death of a member of the teacher's immediate family as defined in clause 14.1.2 or because of a request to serve as a pallbearer.
- 14.1.1.2. **Critical Care Leave** shall be specifically defined as permission for teachers to be absent from duty in the event of critical illness, critical accident, illness, or accident requiring emergency medical treatment of an immediate member of their family as defined in clause 14.1.2.

14.1.2. For the purpose of this section a teacher's immediate family shall be interpreted as consisting of the following memberships:

**Group "A" Relationships**

<i>Husband</i>	<i>Son</i>	<i>Son-in-law</i>
<i>Wife</i>	<i>Daughter</i>	<i>Daughter-in-law</i>
<i>Mother</i>	<i>Mother-in-law</i>	<i>Brother</i>
<i>Father</i>	<i>Father-in-law</i>	<i>Sister</i>

**Group "B" Relationships**

<i>Brother-in-law</i>	<i>Grandson</i>	<i>Niece</i>
<i>Sister-in-law</i>	<i>Granddaughter</i>	<i>Nephew</i>
<i>Grandfather</i>	<i>Grandfather-in-law</i>	<i>Aunt</i>
<i>Grandmother</i>	<i>Grandmother-in-law</i>	<i>Uncle</i>



- 14.1.3. *The teacher shall apply through their supervisor to the superintendent for Bereavement and Critical Care leave of absence. The application must identify the relationship of the family member, the nature of the affliction and the location to which the employee is required to travel.*
- 14.1.4. *Bereavement and Critical Care Leave of absence with full pay and benefits will be granted, in either full- or half-day portions, according to the following schedule:*

Group "A" relationships:	0.51 - 1.00 FTE = up to five (5) operational days
	0.01 - 0.50 FTE = up to three (3) operational days
Group "B" relationships:	0.51 - 1.00 FTE = up to two (2) operational days
	0.01 - 0.50 FTE = one (1) operational day

- 14.1.5. *In addition, up to two (2) operational days leave of absence with full pay may be granted for the purpose of travel.*
- 14.1.6. *At the discretion of the superintendent, an additional leave of up to five (5) operational days may be granted with partial loss of pay.*

**14.2. Compassionate Care Leave**

- 14.2.1. *Compassionate Care Leave shall be granted for teachers to be absent from duty, temporarily, to provide care or support to a family member who is gravely ill or who has a significant risk of death within twenty-six (26) weeks (six (6) months). A teacher shall be entitled to leave of absence without pay but with benefits at the normal cost sharing, for a period up to six (6) weeks. Additional compassionate care leave may be considered on extenuating circumstances.*
- 14.2.2. **Qualified Relative** means a person in a relationship to the teacher for whom the teacher would be eligible for the compassionate care benefit under Employment Insurance legislation.
- 14.2.3. *The teacher shall apply through their supervisor to the superintendent for Compassionate Care Leave. Teachers may be required to submit proof, satisfactory to the Employer, demonstrating the need for compassionate leave.*

**14.3. Family Medical Leave**

- 14.3.1. *On application to the Superintendent of Schools, a teacher shall be granted up to three (3) days leave of absence with pay per year for family medical attention. For the purposes of this clause, family members shall be defined as parent, spouse, sons, and daughters.*

**14.4. Parental Leave**

- 14.4.1. *Two (2) days of parental leave for the partner on the birth or adoption of their child.*



#### **14.5. Jury / Witness Leave of Absence**

Leave of absence without loss of salary shall be granted:

- 14.5.1. *for jury duty or any summons related thereto;*
- 14.5.2. *to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.*

*provided that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and / or expenses set by the Court or other body).*

*Notwithstanding the above, such leaves shall not apply in cases where the teacher is appearing as the defendant.*

#### **14.6. Convocation and Graduation Leave**

- 14.6.1. A teacher is entitled to leave of absence with pay and applicable benefits for one (1) day of each of the teacher's own convocation in which the teacher is participating as a degree or diploma recipient provided the convocation falls during the school year and the convocation falls on a school day.
- 14.6.2. The Employer shall grant up to one (1) teaching day with pay and applicable benefits to attend the post-secondary convocation exercises for spouse or children that are participating as a degree or diploma recipient provided the convocation falls during the school year and the convocation falls on a school day.
- 14.6.3. The Employer shall grant one (1) operational day with pay and applicable benefits, to attend high school graduation of their child provided the graduation falls during the school year.

#### **14.7. Deferred Salary Leave Plan**

- 14.7.1. A maximum of eight (8) teachers shall be granted a deferred salary plan leave of absence for a given year.
- 14.7.2. The Deferred Salary Leave Memorandum of Agreement shall be concluded by June 30 in the year of application to participate in the deferred salary leave plan.
- 14.7.3. Upon the conclusion of the leave of absence under the deferred salary plan, the teacher shall resume employment with the Employer.
- 14.7.4. "**Eligible Teacher**" shall be defined as any teacher on continuous contract and covered by the collective agreement while on leave.
- 14.7.5. Participants in the deferred salary plan shall pay the cost of group benefits covered by the collective agreement while on leave.

## **14.8. Impassable Roads**

- 14.8.1. In the event of a road closure by the Royal Canadian Mounted Police (RCMP), the superintendent or designate will authorize those affected staff not to report to work, to postpone their journey to work or to work online at home under the direction of the principal.
- 14.8.2. Where roads are reopened during the workday, the teacher is expected to attend at their place of work.

## **14.9. General Discretionary Leave**

- 14.9.1. Upon application to the superintendent or designate, a teacher may be granted a leave:
- a) with pay and benefits,
  - b) without pay but with benefits, or
  - c) without pay and without benefits.
- 14.9.2. A Teacher accessing a general discretionary leave of absence will be returned to their assignment where reasonably practicable or to a comparable assignment if the leave is less than one (1) school year. Longer leaves will not be guaranteed a return to their assignment.

## **15. GRIEVANCE PROCEDURE**

*Subject to Letter of Understanding on Interim Grievance Procedure, current articles 15 and 16 from the 2018-20 collective agreement apply until date of ratification of local agreements.*

15.1. *This procedure applies to differences:*

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

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

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

15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the superintendent or designate and the Associate Coordinator—Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*

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

15.12. *By mutual consent, the parties may agree to convene a three- (3-) member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three- (3-) member arbitration board, and the nominees shall endeavour to select an independent Chair.*

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

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

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

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

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

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

**15.16. TEBA Involvement in Grievance Proceedings**

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

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

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

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

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

15.16.3. *In the event, that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2, TEBA will provide written notice to the*

*superintendent or designate, and the Associate Coordinator—Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*

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

#### **15.17. Optional Mediation Process**

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

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

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

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

#### **15.18. Administration**

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

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

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

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

## **16. EMPLOYMENT**

### **16.1. Transfer**

16.1.1. The Employer shall pay all reasonable moving expenses incurred by a teacher who is transferred from one school zone to another at the request of the Employer. Reasonable shall be defined as the average of two (2) appraisals submitted by professional household movers.

### **16.2. Liability Policy**

16.2.1. All teachers are covered under a liability policy giving them protection against liability imposed by law for negligence resulting in bodily injury or property damage to students and any other person or persons in limits of one million dollars (\$1,000,000) inclusive.

### **16.3. Expense Claims**

16.3.1. Any teacher on approved Employer business shall be reimbursed at Employer rates for expenses incurred. Only activities authorized by the Superintendent of Schools or designate shall be reimbursed.

### **16.4. Job Postings**

16.4.1. In the event of:

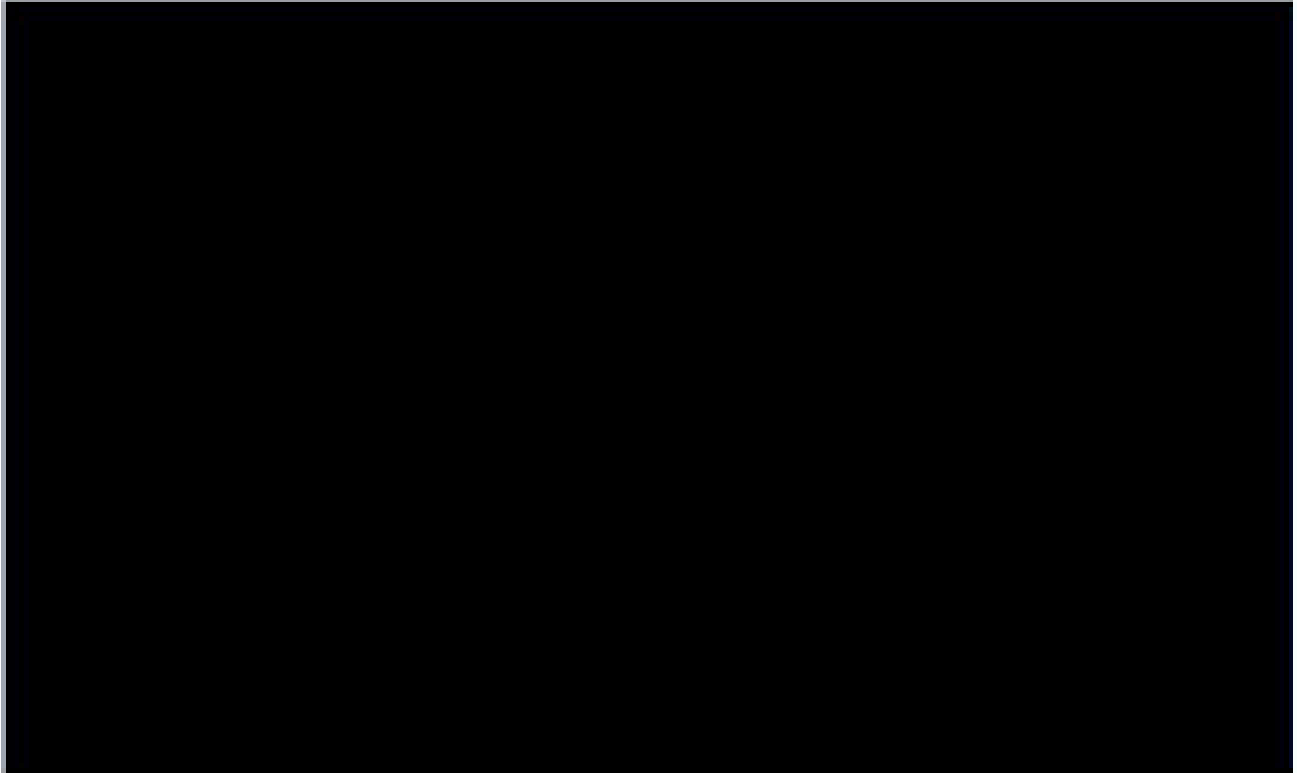
- a) the creation of a new position,
- b) a vacancy of a current position expected to exceed ninety (90) calendar days,

16.4.2. The Employer shall advise each school of available job postings at least five (5) working days prior to the posting being closed for application. The Employer shall consider its teachers ahead of external applicants based on abilities, qualifications, and other relevant factors.

16.4.3. This provision may be waived by the Employer during the non-operational periods of July and August.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF** 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.



## LETTERS OF UNDERSTANDING: CENTRAL

### LETTER OF UNDERSTANDING #1

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

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



## **LETTER OF UNDERSTANDING #2**

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

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

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

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

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

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

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

#### **EFFECTIVE DATES**

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

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

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

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

1. *For grievances filed under article 15 (Central Grievance Procedure) of 2018–20 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
  - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
  - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*
2. *For grievances filed under article 16 (Local Grievance Procedure) of 2018-20 teacher collective agreements prior to February 1, 2022, the Employer and the Association will meet no later than*

March 31, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.

- a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
- b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

## **INTERIM GRIEVANCE PROCEDURE**

15.1 *This procedure applies to differences:*

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

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

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

15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the superintendent or designate and the Associate Coordinator—Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*

15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association or the Employer and shall contain the following:*

15.4.1. *the name(s) of the parties aggrieved;*

15.4.2. *a statement of facts giving rise to the grievance;*

15.4.3. *the article(s) of the agreement that are alleged to have been violated; and,*

15.4.4. *the remedy or correction being sought.*

15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the Employer, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.*

15.5.1. *When requested by TEBA, the Employer shall provide additional information on grievances in a form determined by the TEBA Chair.*

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

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

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

**15.16. TEBA Involvement in Grievance Proceedings**

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

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

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

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

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

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

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

**15.17. Optional Mediation Process**

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

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

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

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

#### **15.18 Administration**

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

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

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

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

**LETTER OF UNDERSTANDING #3**

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

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

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

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

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

**LETTER OF UNDERSTANDING # 4**

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

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

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

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

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

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

**LETTER OF UNDERSTANDING #5**  
**BILL 15 (EDUCATION (REFORMING TEACHER PROFESSION DISCIPLINE)**  
**AMENDMENT ACT, 2022)**

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

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

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

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



## LETTER OF UNDERSTANDING #6

### EXPEDITED ARBITRATION (12 MONTH-PILOT)

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

*Arbitration in order to determine any issues left pending by the award. The award will contain the following paragraph:*

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

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

## **LETTER OF UNDERSTANDING #7**

### **DUTY TO ACCOMMODATE**

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

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

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

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

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

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

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

**NOW THEREFORE THE PARTIES AGREE THAT:**

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

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

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

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

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

**TEACHING EXPERIENCE FORM**

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

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

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

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

**Teaching Experience**

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

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

**School Division Contact**

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

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

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

**APPENDIX A—Teaching Experience Provisions**

**3.4. Experience**

*Teachers shall:*

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

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

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

*Prior Experience*

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

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



**LETTERS OF UNDERSTANDING: LOCAL**

**LETTER OF UNDERSTANDING #10**

**DISMISSAL TO ATTEND TEACHERS' CONVENTION**

Jasper and Grande Cache teachers will be dismissed at 12:00 p.m. and Hinton, Edson, Fulham, Niton teachers at 1:00 p.m., to attend the Annual North Central Teachers' Convention, so long as the location of the convention necessitates travel.

**LETTER OF UNDERSTANDING #11**

**SUBSTITUTE TEACHERS EXTENDED DAILY RATE**

Substitute teachers who accept assignments at the Wildwood School will receive a one hundred and ten per cent (110%) of the full-day rate and one hundred and ten per cent (110%) of the half-day rate.

This letter of understanding shall expire on the closure of Wildwood School.

**LETTER OF UNDERSTANDING #12**

**PILOT PROJECT ITINERANT SUBSTITUTE TEACHERS**

The Employer and the Association recognize the need to have certificated substitute teachers to fill certificated teacher vacancies where required as determined by the Employer. The Employer also recognizes the importance of itinerant substitute teachers to support wellness and work life balance.

This letter of understanding expires on June 30, 2025.

**LETTER OF UNDERSTANDING #13**  
**COLLABORATIVE DECISION-MAKING MODEL**

The Teacher Liaison Committee will work to discuss a collaborative decision-making process for schools to engage teacher pedagogically and functionally appropriate decisions at their schools.

The outcome of the discussions shall be presented to the superintendent no later than March 31, 2024.

This letter of understanding expires on June 30, 2024.

**LETTER OF UNDERSTANDING #14**

**PROFESSIONAL GROWTH FUND**

The Employer committee representatives will work with the Professional Growth Committee to modify the Administrative Procedure 423 to address the Masters, Doctoral, and / or Leadership Quality Standard Programs portion of the Professional Growth Fund.

The modification will allow employees to apply for two thousand dollars (\$2,000) per employee, per school year, allocation for a Masters, Doctoral and / or Leadership Quality Standard Programs.

Applicants may combine monies from the general professional growth fund with monies listed above.

This letter of understanding expires on June 30, 2026, unless the language is replaced through the collective bargaining process.

**LETTER OF UNDERSTANDING #15**

**SERVICE TO OTHER AGENCIES**

Teachers will have access to leave for service to other agencies through Administrative Procedure 408 which outlines a process for leaves of absence for teachers who provide services to emergency management organizations.