

COLLECTIVE AGREEMENT

BETWEEN

THE GOLDEN HILLS SCHOOL DIVISION

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024



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This collective agreement is made this 26 of April 2023 between The Golden Hills School Division ("School Division") and The Alberta Teachers' Association ("Association").

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

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

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

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

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

1. APPLICATION / SCOPE

1.1. *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the School Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the School Division 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 of Schools

1.2.2. Deputy Superintendent(s)

1.2.3. Associate Superintendent(s) or

1.2.4. Director(s) of Learning

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 School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*

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

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

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

1.5. Role of TEBA

1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the School Divisions and to bind the School Divisions in any agreement with respect to central terms.*

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

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

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

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

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

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

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

2. TERM

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

2.2. List Bargaining

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

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

2.3. Central Matters Bargaining

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

2.4. Local Bargaining

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

2.5. Bridging

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

2.6. Meet and Exchange

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

(30) days after notice is given. At the first meeting, the Association and School Division 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 School Division may at any time by mutual agreement negotiate revisions to the local matters contained in this collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.*

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

2.8.1. *As the Association is the bargaining agent for the teachers employed by the School Division, the School Division 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 School Division will identify teachers on leaves of absence greater than five (5) months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

2.8.2. *The School Division 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 School Division financial statements;*

2.8.2.4. *Total benefit premium cost;*

2.8.2.5. *Total substitute teacher cost; and,*

2.8.2.6. *Total allowances cost.*

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

2.8.1. *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division 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 School Division employees who are members of the Association and include the following items for each teacher:

- 2.8.1.1. *name;*
- 2.8.1.2. *certificate number;*
- 2.8.1.3. *home address;*
- 2.8.1.4. *personal home phone number;*
- 2.8.1.5. *the name of their school or other location where employed;*
- 2.8.1.6. *contract type;*
- 2.8.1.7. *full time equivalency (FTE); and,*
- 2.8.1.8. *salary grid placement.*

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

2.8.2. *School Division 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 School Division financial statements;*
- 2.8.2.3. *Total benefit premium cost;*
- 2.8.2.4. *Total substitute teacher cost;*
- 2.8.2.5. *Total principal / vice principal 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 School Division shall pay to each teacher in its employ the salaries and allowances hereinafter set forth and computed. All sums mentioned are 'per annum' unless specifically stated otherwise.*

- 3.1.2. *The monthly salary for each teacher shall be one-twelfth (1/12) part of the salary in effect.*
- 3.1.3. *A teacher's salary, normally paid in July and August, shall be paid by June 30th provided the teacher has submitted such a request to the School Division no later than the last school day prior to May 31.*
- 3.1.4. *The teacher's salary shall be paid to teachers on the twenty-fifth (25) day of each month, with the exception of December (Christmas) and sometimes March or April (Easter Break) where teacher's salary will be paid on the last instructional day of the month. If the twenty-fifth (25) day falls on a weekend, payroll will be delivered on the preceding Friday. A payday schedule will be forwarded to each school early in the school year. It is the employee's responsibility to provide the required information (bank, bank transit number and personal bank account number) in order to receive the electronic deposit.*
- 3.1.5. *Payment of administrative allowances shall commence on the effective date of appointment.*

3.2. Grid

3.2.1. *The years of university education of a teacher and the years of teaching experience computed as hereinafter provided shall together determine the basic salary of each teacher employed by the School Division. The salary schedules are contained in clause 3.2.2.*

3.2.2. Salary Schedules

3.2.2.1. *Effective until June 9, 2022*

Years of Experience	Four	Five	Six
0	\$ 59,325	\$ 62,659	\$ 66,385
1	\$ 62,796	\$ 66,130	\$ 69,865
2	\$ 66,261	\$ 69,605	\$ 73,347
3	\$ 69,731	\$ 73,087	\$ 76,821
4	\$ 73,196	\$ 76,560	\$ 80,304
5	\$ 76,663	\$ 80,036	\$ 83,779
6	\$ 80,134	\$ 83,516	\$ 87,259
7	\$ 83,600	\$ 86,991	\$ 90,735
8	\$ 87,070	\$ 90,464	\$ 94,214
9	\$ 90,541	\$ 93,944	\$ 97,692
10	\$ 94,003	\$ 97,417	\$ 101,174

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

Years of Experience	Four	Five	Six
0	\$ 59,622	\$ 62,972	\$ 66,717
1	\$ 63,110	\$ 66,461	\$ 70,214
2	\$ 66,592	\$ 69,953	\$ 73,714
3	\$ 70,080	\$ 73,452	\$ 77,205
4	\$ 73,562	\$ 76,943	\$ 80,706
5	\$ 77,046	\$ 80,436	\$ 84,198
6	\$ 80,535	\$ 83,934	\$ 87,695
7	\$ 84,018	\$ 87,426	\$ 91,189
8	\$ 87,505	\$ 90,916	\$ 94,685
9	\$ 90,994	\$ 94,414	\$ 98,180
10	\$ 94,473	\$ 97,904	\$ 101,680

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

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

Years of Experience	Four	Five	Six
0	\$ 60,367	\$ 63,759	\$ 67,551
1	\$ 63,899	\$ 67,292	\$ 71,092
2	\$ 67,424	\$ 70,827	\$ 74,635
3	\$ 70,956	\$ 74,370	\$ 78,170
4	\$ 74,482	\$ 77,905	\$ 81,715
5	\$ 78,009	\$ 81,441	\$ 85,250
6	\$ 81,542	\$ 84,983	\$ 88,791
7	\$ 85,068	\$ 88,519	\$ 92,329
8	\$ 88,599	\$ 92,052	\$ 95,869
9	\$ 92,131	\$ 95,594	\$ 99,407
10	\$ 95,654	\$ 99,128	\$ 102,951

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

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

Years of Experience	Four	Five	Six
0	\$ 61,574	\$ 65,034	\$ 68,902
1	\$ 65,177	\$ 68,638	\$ 72,514
2	\$ 68,772	\$ 72,244	\$ 76,128
3	\$ 72,375	\$ 75,857	\$ 79,733

Years of Experience	Four	Five	Six
4	\$ 75,972	\$ 79,463	\$ 83,349
5	\$ 79,569	\$ 83,070	\$ 86,955
6	\$ 83,173	\$ 86,683	\$ 90,567
7	\$ 86,769	\$ 90,289	\$ 94,176
8	\$ 90,371	\$ 93,893	\$ 97,786
9	\$ 93,974	\$ 97,506	\$ 101,395
10	\$ 97,567	\$ 101,111	\$ 105,010

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

3.3. Education

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

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

3.4. Experience

Teachers shall:

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

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

Prior Experience

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.*
 - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*
 - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
 - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

- 3.4.7. *The School Division shall recognize prior teaching experience as if it were earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the School Division recognize experience earned with a previous school division shall provide to the School Division written confirmation from the previous school division certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
 - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
 - c) *The written confirmation is signed by an authorized officer of the previous school division.*
- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another school division, the receiving School Division shall assume the recognition of experience provided by the previous school division.*

Effective until June 9, 2022

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

Effective June 10, 2022, repeal 3.4.10

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

3.5. Special Considerations for Other Education and Experience [Vocational Teachers]

- 3.5.1. *The initial placement of vocational teachers shall be in accordance with the grid placement, plus the following special payments:*
- 3.5.1.1. *Teachers trained under the Teacher and Vocational Trades Act will receive additional placement of one (1) increment for each year of industrial experience (as decided by the School Division) in the teacher's vocational area.*
 - 3.5.1.2. *Teachers trained outside or prior to the Teacher and Vocational Trades Act and employed to teach at least fifty per cent (50%) of their time in vocational trades (as recognized by the Foundation Program Plan) or business education will receive half increments for each year of industrial experience, where such experience is*

pertinent to their teaching field, as decided by the School Division up to a maximum of five (5) increments.

- 3.5.1.3. *All increments combined shall be subject to the maximum for their categories of teacher training.*
- 3.5.1.4. *Teachers presently on staff may apply for re-evaluation under clauses 3.5.1.1, 3.5.1.2, and 3.5.1.3 above.*
- 3.5.1.5. *Vocational teachers who transfer to the academic teaching field shall not retain their additional placement on the salary schedule as permitted under clauses 3.5.1.1, 3.5.1.2, 3.5.1.3 and 3.5.1.4 above, unless the transfer is made at the request of the School Division or its agent.*

3.6. Other Rates of Pay

3.6.1. Service Outside the Operational Days

- 3.6.1.1. A teacher regularly assigned to classroom duties who agrees to render service in excess of two hundred (200) days shall be paid at the rate of one two-hundredth (1/200) of the rate of the teacher's total salary for each day the teacher is so employed in excess of two hundred (200) days.
- 3.6.1.2. Notwithstanding clause 3.6.1.1, it is recognized that teachers who are in receipt of an administrative or supervisory allowance shall accept the professional responsibility of having their units operational on the opening day of school each school term, semester, or other division of the school year. In a like manner, all teachers shall accept the professional responsibility of completing all activities connected with school opening and closing.
- 3.6.1.3. Programs operating outside of the school year will operate under separate contracts and will not be considered part of the provisions of clauses 8.4.1, 3.6.1.1, and 3.6.1.2.
- 3.6.1.4. A teacher who is employed in accordance with clause 3.6.1.3 to provide such programs as instruction in credit courses for the School Division's summer school, shall be paid for instructional hours effective the date of ratification as per the grid below, inclusive of general holiday and vacation pay.

Effective Date	Hourly Rate
Until June 9, 2022	\$60.80
June 10, 2022 (0.50% increase)	\$61.10
September 1, 2022 (1.25% increase)	\$61.86
September 1, 2023 (2.0% increase)	\$63.10

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Administration Allowances

4.1.1. *In addition to the foregoing salary, there shall be paid additional allowances in accordance with the following schedule. A single per student rate will be determined by population for each school, and allowances will be paid based on that rate.*

4.1.2. Principal Allowances

4.1.2.1. *Principals shall be paid fourteen per cent (14%) of their position on the grid, plus per student:*

Rate per Student	Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
0-100	\$ 21.04	\$ 21.15	\$ 21.41	\$ 21.84
101-200	\$ 25.01	\$ 25.14	\$ 25.45	\$ 25.96
201-300	\$ 26.40	\$ 26.53	\$ 26.86	\$ 27.40
301-400	\$ 26.29	\$ 26.42	\$ 26.75	\$ 27.29
401-500	\$ 24.90	\$ 25.02	\$ 25.34	\$ 25.84
501-600	\$ 24.40	\$ 24.52	\$ 24.83	\$ 25.33
601-700	\$ 23.70	\$ 23.82	\$ 24.12	\$ 24.60
701-800 plus	\$ 22.78	\$ 22.89	\$ 23.18	\$ 23.64

4.1.2.2. *Notwithstanding any other provision in the collective agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

4.1.3. Vice Principal Allowances

4.1.3.1. *Vice principals shall be paid seven per cent (7%) of their position on the grid, plus per student:*

Rate per Student	Effective until June 9, 2022	Effective June 10, 2022 (0.50% increase)	Effective September 1, 2022 (1.25% increase)	Effective September 1, 2023 (2% increase)
0-100	\$10.53	\$10.58	\$10.71	\$10.92
101-200	\$12.51	\$12.57	\$12.73	\$12.98
201-300	\$13.20	\$13.27	\$13.44	\$13.71
301-400	\$13.16	\$13.23	\$13.40	\$13.67
401-500	\$12.44	\$12.50	\$12.66	\$12.91
501-600	\$12.19	\$12.25	\$12.40	\$12.65
601-700	\$11.86	\$11.92	\$12.07	\$12.31
701-800 plus	\$11.37	\$11.43	\$11.57	\$11.80

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

4.1.4. Educational Consultants Allowance

4.1.4.1. *Teachers designated by the School Division as Educational Consultants shall, in addition to their placement on the grid, be paid:*

<i>Effective until June 9, 2022</i>	<i>Effective June 10, 2022 (0.50% increase)</i>	<i>Effective September 1, 2022 (1.25% increase)</i>	<i>Effective September 1, 2023 (2% increase)</i>
\$ 11,442	\$ 11,499	\$ 11,643	\$ 11,876

4.1.4.2. *An Educational Consultant who is employed on a part-time basis for the full school year or a portion thereof shall be paid that fraction of the annual entitlement which corresponds to the fraction of time employed.*

4.1.5. *The pupil count for all allowances to be as of September 30 in each school year and kindergarten students shall be counted in the same fashion as they are counted for grant purposes by Alberta Education.*

4.2. Acting / Surrogate Administrators—Compensation

4.2.1. In the absence of the principal and the vice principal or in the absence of the principal in a school where there is no vice principal, excluding in district administrator meetings, a teacher shall be designated acting principal. The acting principal shall be paid, per full day, an administrative allowance calculated at one-half (1/2) of one two-hundredth (1/200th) of the vice principal administrative allowance, based on a three hundred (300) student school and on the salary schedule of four years (4) education and maximum experience, for each full or half-day they are acting principal. This clause does not apply to colony schools, outreach schools, anchor programs, or multiple site schools.

4.2.2. When in the absence of the principal, the vice principal or other designee acts in the principal's place for a period of five (5) or more consecutive school days. The vice principal or other designee shall be designated as acting principal and shall receive an allowance computed as per clause 4.1.2 effective the fifth (5) day and every consecutive day thereafter of the period during which they are so designated.

4.2.3. In schools where there is no vice principal, a teacher shall be designated acting principal and will be paid in accordance with the administration allowance formula specified in clause 4.1.2 effective the fifth (5) consecutive day of the principal's absence, retroactive to the first (1) day designated as acting principal.

4.3. Teachers with Principal and 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 School Division 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 a 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 School Division 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 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 a vice principal is five (5) years. When the total length of the vice principal's designation will be five (5) years between September 1, 2023, and January 1, 2024, the School Division 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 vice principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2023, the School Division may extend the temporary contract for one (1) additional year and must decide by January 1, 2024, whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

4.4 Other Administrator Conditions

4.4.1. Lieu Days

Effective until August 31, 2023, upon request to the superintendent or designate, each principal and vice principal shall be granted one (1) day in lieu per school year.

Effective September 1, 2023, upon request to the superintendent or designate, each principal and vice principal shall be granted two (2) days in lieu per school year.

4.4.2. Administrative Allowance for Administration of Multiple School Sites

4.4.2.1. In recognition of the additional administrative responsibilities for principals and vice principals assigned to multiple school community sites, an additional administrative allowance as outlined below will be allocated.

4.4.2.2. A school community site is defined as a standalone school serving the educational needs in a different and / or unique community of students and parents with a designated school parent council. For the purposes of this clause, all Hutterite schools in the School Division will be considered together as one (1) additional school community site. Outreach and Storefront Schools are not considered as additional school community sites.

4.4.2.3. Effective until August 31, 2023, in addition to the provisions provided in clauses 4.1.2 and 4.1.3 a principal assigned to one (1) or more than one (1) school community site will receive an additional annual administrative allowance, in recognition of the additional school community(ies), of two thousand dollars (\$2,000) per additional school site.

Effective September 1, 2023, in addition to the provisions provided in clauses 4.1.2 and 4.1.3 a principal assigned to one (1) or more than one (1) school community site will receive an additional annual administrative allowance, in recognition of the additional school community(ies), of twelve per cent (12%) of the minimum administration allowance as per 4.1.2.2. or 4.1.3.2 for each additional school site.

4.4.2.4. A principal who is employed on a part-time basis for the full school year or a portion thereof shall be paid that fraction of the annual additional administrative allowance which corresponds to the fraction of time employed.

4.4.2.5. A designated vice principal with the multiple school site responsibilities, who is employed on a part-time basis for the full school year, or a portion thereof may be paid that fraction of half of the annual additional principal administrative allowance which corresponds to the fraction of time employed.

4.4.3. Allocation and Appointment of Administrators

4.4.3.1. *In a school, that does not have a full-time administrator on site (colony schools, outreach schools, anchors, multiple site school) a teacher in charge shall be designated and paid an additional allowance of;*

- 4.4.3.1.1. *Effective until June 9, 2022, \$1,995 per annum.*
- 4.4.3.1.2. *Effective June 10, 2022, 0.50% increase, \$2,005 per annum.*
- 4.4.3.1.3. *Effective September 1, 2022, 1.25% increase, \$2,030 per annum.*
- 4.4.3.2. *Effective September 1, 2023, in a school, that does not have a full-time administrator on site (outreach schools, anchors, multiple site school), a teacher in charge shall be designated and paid an additional allowance of \$2,100 per school year. This does not include teachers assigned to provide service in colony schools.*
- 4.4.3.3. *Effective September 1, 2023, full time teachers in colony schools shall be paid an additional allowance of \$2,071 per school year. A colony school teacher who is employed on a part-time basis for the full school year, or a portion thereof, shall be paid that fraction of the annual allowance which corresponds to the fraction of the time employed.*
 - a) Colony Teacher Geographic / Travel Allowance – Effective September 1, 2023, full time teachers in colony school shall be paid a geographic / travel allowance of five hundred and twenty-nine dollars (\$529.00) per school year.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

5.1.1. *Substitute teachers shall be paid a per diem rate as follows.*

5.1.2. Full Daily Rate

- 5.1.2.1. *Effective until June 9, 2022, the substitute teachers' full daily rates of pay will be \$207.36 plus six per cent (6%) vacation pay of \$12.44 for a total of \$219.80.*
- 5.1.2.2. *Effective June 10, 2022, 0.50% increase, the substitute teachers' full daily rates of pay will be \$208.40 plus six per cent (6%) vacation pay of \$12.50 for a total of \$220.90.*
- 5.1.2.3. *Effective September 1, 2022, 1.25% increase, the substitute teachers' full daily rate of pay will be \$223.67 plus two per cent (2%) in lieu of benefits \$4.47 for a total of \$228.14.*
- 5.1.2.4. *Effective September 1, 2023, 2.00% increase, the substitute teachers' full daily rate of pay will be \$228.13 plus two per cent (2%) in lieu of benefits \$4.56 for a total of \$232.70.*

5.1.3. Half Daily Rate

- 5.1.3.1. *Effective until June 9, 2022, the substitute teachers' half daily rates of pay will be \$103.66 plus six per cent (6%) vacation pay of \$6.22 for a total of \$109.88.*
- 5.1.3.2. *Effective June 10, 2022, 0.50% increase, the substitute teachers' full daily rates of pay will be \$104.19 plus six per cent (6%) vacation pay of \$6.26 for a total of \$110.45.*
- 5.1.3.3. *Effective September 1, 2022, 1.25% increase, the substitute teachers' full daily rate of pay will be \$111.82 plus two per cent (2%) in lieu of benefits \$2.25 for a total of \$114.07.*
- 5.1.3.4. *Effective September 1, 2023, 2.00% increase, the substitute teachers' full daily rate of pay will be \$114.06 plus two per cent (2%) in lieu of benefits \$2.29 for a total of \$116.35.*

5.2. Commencement of Grid Rate

- 5.2.1. **Number of days to go on grid:** *A substitute teacher who teaches five (5) or more consecutive days in the same teaching position shall be paid effective the sixth (6) day and every consecutive day thereafter a daily rate equivalent to one two-hundredth (1/200) of their placement on the salary schedule.*
- 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. Substitute teachers will not be assigned supervision prior to their first instructional block of the first day of an assignment.
- 5.3.2. Effective on the date of ratification of the local agreement [April 26, 2023], when a substitute teacher has accepted employment, such employment shall not be cancelled without twenty-four (24) hours' notice. Cancellation without twenty-four (24) hours' notice will result in the substitute teacher receiving their daily rate and will attend the school site where they had accepted the assignment to provide service as assigned by the school administrators. Where the scheduled employment is greater than one (1) day, the second and subsequent days may be cancelled in twenty-four (24) hours' notice.

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. *A teacher who is employed to teach on a part-time basis for the full school year or a portion thereof shall be paid that fraction of the annual salary schedule entitlement which corresponds to the fraction of time taught.*

6.3. Other Part-time Teacher Conditions

6.3.1. Job Sharing

6.3.1.1. *Where the School Division approves a job-sharing arrangement involving two (2) teachers sharing a single full-time position, the parties agree that the teachers involved will share, on a prorated basis, the cost of the provisions of this collective agreement so that no additional cost to the School Division will occur as a result of an approved job-sharing agreement.*

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier, and Premiums

7.1.1. *The School Division shall contribute toward the costs of the various premiums as follows:*

7.1.1.1. *The Alberta School Employee Benefit Plan (ASEBP) Extended Disability Benefit (EDB), Plan D, Life and Accidental Death and Dismemberment (AD&D) Insurance, Plan 2—one hundred per cent (100%) of each teacher's monthly premium.*

7.1.1.2. *ASEBP Extended Health Care (EHC) Plan 1—one hundred per cent (100%) of each teacher's monthly premium.*

7.1.1.3. *ASEBP Dental Care Plan 3—one hundred per cent (100%) of each teacher's monthly premium.*

7.1.1.4. *ASEBP Vision Plan 3—one hundred per cent (100%) of each teacher's monthly premium.*

7.1.1.5. *Provided that it is consistent with the provisions of the Federal Income Tax Act, the School Division contributions under this article will be applied in the most tax advantageous manner for each teacher enrolled.*

7.1.1.6. *School Division contributions will be applied in the following order:*

- *ASEBP EHC*
- *ASEBP Dental Care*
- *ASEBP EDB*
- *ASEBP Life and AD&D*
- *ASEBP Vision Care*

7.2. Group Benefits Eligibility

7.2.1. *Participation in the plans is a condition of employment for all teachers who meet the requirements of the plan.*

7.2.2. *When enrollment and other requirements for group participation in various plans have been met, the School Division will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.*

7.2.3. *Subject to the provisions of the master policies, all teachers appointed to the staff of the School Division after the signing of this collective agreement shall be required to enroll in these ASEBP Plans. All teachers enrolled in the plans on the signing date of this agreement shall continue to be enrolled in the plans. A teacher may be exempted from participation in the Extended Health Care Plan and the Dental Plan upon submitting proof of participation in these or similar plans through the teacher's spouse.*

7.2.4. *Subject to the Master Plan, as amended from time to time, any teacher previously exempted under the 1993/95 collective agreement shall retain that exemption if desired.*

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

7.3.1. *The School Division will establish, exclusive to teachers on contract with the School Division and their dependents only, an HSA / WSA based on full-time equivalency that adheres to Canada Revenue Agency (CRA) requirements.*

7.3.2. *The minimum amount of the HSA / WSA will be seven hundred and twenty-five dollars (\$725.00).*

7.3.3. *In the case of a teacher with a full-time equivalency between zero point four-nine (0.49) and zero point two (0.2), the minimum amount of HSA / WSA account will be five hundred and seven dollars and fifty cents (\$507.50).*

7.3.4. *Any unused balance from the plan year will be carried forward to the next plan year as allowed by CRA requirements. The carried forward amount must be used by the end of the next plan year, or it will be lost.*

- 7.3.5. *Teachers leaving the employ of the School Division for any reason will automatically forfeit any unused balance in the teacher's HSA / WSA*
- 7.3.6. *This account will be administered by ASEBP.*
- 7.3.7. *Teachers who request to share a single position will share the School Division's HSA / WSA in accordance with the full-time equivalency of the position based on each teacher's full-time equivalency.*
- 7.3.8. *Teachers may allocate their HSA / WSA contribution between the Health Spending Account and a Wellness Account. Allocations of funds must be in accordance with guidelines established by ASEBP and cannot be changed during the school year.*

7.4. Other Group Benefits

7.4.1. Employment Insurance Premium Reduction

- 7.4.1.1. *Payments towards benefit plans by the School Division shall permit it to retain and not pass on to teachers, any rebates of employment insurance premiums.*

7.4.2. Benefits for Retirees on Contract

- 7.4.2.1. *When a teacher over age 65 is hired, the School Division will reimburse premium costs, upon provision of receipts, to a maximum outlined in clause 7.1.*

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

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

8.2. Assignable Time Definition

- 8.2.1. *Assigned Time is defined as the amount of time that School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
 - a) *operational days (including teachers' convention);*
 - b) *instruction;*

- c) *supervision, including before and after classes, transition time between classes, recesses, and lunch breaks;*
- d) *parent teacher interviews and meetings;*
- e) *School Division and school-directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3;*
- f) *staff meetings;*
- g) *time assigned before and at the end of the school day; and,*
- h) *other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*

8.2.2. *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

8.2.3. *Time spent traveling to and from professional development opportunities identified in 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 School Division will provide each teacher assigned work for five (5) hours or longer a thirty (30) minute rest period during each five (5) hours worked.

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

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

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

8.4. Other Conditions of Practice

- 8.4.1. No teacher shall be required to render service for more than two hundred (200) days in a school year, exclusive of designated and statutory holidays.
- 8.4.2. *Where two (2) teachers on a continuing contract wish to share one full-time teaching position, they may apply to the superintendent of human resources or delegated authority for a shared job assignment. Such application must be made no later than March 15 of the school year immediately preceding the year in which the job sharing is to take place.*

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 School Division's goals.*
- 9.1.2. *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*
- 9.1.3. *School Divisions and / or schools are not restricted in developing their own staff development plan in which the School Division and / or school may require teachers to participate.*

9.2. Sabbatical Leave

- 9.2.1. *Sabbatical leave shall mean any long term leave of absence granted to a teacher for professional development through study.*
- 9.2.2. *Sabbatical leave may be granted at the discretion of the School Division.*
- 9.2.3. *The remuneration of a teacher granted sabbatical leave shall be determined by the difference between category four (4) minimum and four (4) maximum salary rates in effect at the time the leave commences.*
- 9.2.3.1. *Sabbatical leave for the duration of a semester or trimester may be granted by the School Division. Remuneration shall be calculated on a prorata basis in accordance with clause 9.2.3.*
- 9.2.4. *A teacher who is granted sabbatical leave shall give an undertaking in writing to return to their duties following the expiry of their leave and shall not resign or retire from teaching service other than by mutual agreement between the School Division and the teacher, for a period of at least two (2) years after resuming duties.*

- 9.2.5. *Should a teacher, by mutual consent, resign or retire from the service of the School Division before completing their two (2) years of service following such leave, repayment of sabbatical leave salary shall be made to the School Division on a prorata basis. Teachers on Extended Disability Benefits shall not have this counted as a repayment period.*
- 9.2.6. *Experience increments will not be granted to teachers for the period of leave.*
- 9.2.7. *A teacher granted sabbatical leave shall enter into an individual written agreement with the School Division as to the conditions under which they may return to the school system at the conclusion of the leave provided the individual contract does not contravene the collective agreement.*
- 9.2.8. *For leaves commencing on or after September 1, applications must be made on or before March 1.*
- 9.2.9. *The School Division shall consider all applications before March 15 each year. All applicants shall be informed of the School Division's decision on or before March 31 in each year.*

10. SICK LEAVE / MEDICAL CERTIFICATES AND REPORTING

- 10.1. *Sick leave benefits are sponsored by the School Division and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.*
- 10.2.
 - a) *In the first year of employment with the School Division, the teacher shall be entitled to statutory sick leave. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*
 - b) *During the second and subsequent years under contract, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness, or disability for ninety (90) calendar days.*
 - c) *A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days.*
 - d) *For the purpose of this collective agreement, an interrupted illness for the same illness shall be counted as one illness.*
- 10.3. *Before any payment is made under the foregoing provisions, the teacher shall provide:*
 - a) *A statement, in a form approved by the School Division, signed by the teacher substantiating the illness.*

- b) *At the request of the School Division, a certificate from the teacher's attending medical or dental practitioner where the absence is for a period of more than three (3) days.*
- c) *At the request of the School Division or its designate, a certificate from a physician or dentist designated by the School Division attesting to the illness or disability claimed provided there is no cost to the teacher.*
- 10.4. a) *Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under ASEBP.*
- b) *After ninety (90) continuous calendar days of illness or medical disability, no further salary shall be paid.*
- 10.5. *Provisions of this article shall not be applicable when a teacher is on another leave (other than sick leave) without pay, or while on strike.*
- 10.6. *In the event that a teacher wrongfully claims sick leave benefits or abuses the privileges, they shall be considered absent without leave and subject to disciplinary action.*
- 10.7. *When a teacher leaves the employ of the School Division, all benefits contained under these provisions are cancelled.*
- 10.8. *From the date teachers become eligible for disability benefits under ASEBP, no further sick leave benefits shall be paid by the School Division for the period of that disability.*
- 10.9. *Teachers receiving disability benefits from the plan shall not receive sick leave benefits during the period of disability.*

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 School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4. *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The*

teacher shall give the School Division no less than four (4) weeks' notice, in writing, of the intended date of return.

- 11.1.5. *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.*

11.2. Parental Leave

- 11.2.1. *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2. *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3. *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4. *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks' notice, in writing, of the intended date of return.*
- 11.2.5. *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6. *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one (1) teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

11.3. Salary Payment and Benefit Premium

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

- 11.3.3. *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. *The School Division 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 School Division shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The HSA / 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 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 School Division 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 School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*
- 11.4.4. *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5. *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums and shall reimburse the School Division upon receipt of an invoice.*
- 11.4.6. *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE

- 12.1. *Upon request to the principal, a teacher shall be granted one (1) day personal leave per school year except where circumstances put such a leave in conflict with the interests of the school, such as appropriate coverage. Upon request to the superintendent, a*

principal shall be granted one day personal leave per school year except where circumstances put such leave in conflict with the interests of the school.

- 12.1.1. *For any teacher under contract for sixty (60) days or less in a school year, the provisions of clause 12.1 do not apply.*
- 12.1.2. *Any teacher under contract for sixty-one (61) to one hundred (100) days in a school year shall be granted half (1/2) day personal leave per school year.*
- 12.1.3. *Each teacher shall be entitled to accumulate unused personal leave to a maximum of five (5) days, in addition to the current school year entitlement. Under no circumstances shall a teacher be approved for personal leave of more than five (5) days of personal leave in any one school year. The personal leave shall not conflict with the interests of the school.*
- 12.1.4. *The teacher will be able to take one additional personal leave day, per school year, which the teacher will reimburse the School Division for the cost of a substitute teacher as provided in clause 5.1.1 regardless of whether a substitute teacher is required. Accumulation will not apply to this clause.*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

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

- 13.5. *The School Division shall be reimbursed one two-hundredth (1/200) of the teacher's salary for each day a teacher is absent to participate in the grievance procedure in any way. The teacher shall inform the Secretary-treasurer of the School Division regarding the appropriate billing procedure. If payment is not received within ninety (90) days of the date of billing, then the amount due shall be deducted from the teacher's salary.*

Effective September 1, 2022

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

14. OTHER LEAVES

A leave of absence shall be granted with pay under the following conditions:

14.1. Critical Illness, Death, or Bereavement Leave

- 14.1.1. *Up to three (3) school days for the critical illness and five (5) school days for the death, of a teacher's spouse, son or daughter, parent, brother, sister, parent of spouse, grandparent, grandchild, or grandparent of spouse;*

14.1.2. *Up to three (3) school days for critical illness and three (3) school days for death of brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relative who is a member of the teacher's household.*

14.1.3. *Up to one (1) school day for bereavement leave not covered by clause 14.1.1 or 14.1.2. For such leave the teacher shall reimburse the School Division an amount equivalent to the cost of a substitute teacher.*

14.1.4. *Before payment is made under clause 14.1, the School Division may require a medical certificate stating that critical illness was the reason for the absence.*

14.2. Family Medical Leave

14.2.1. *Up to two (2) school day to attend to the medical needs of the teacher's child or spouse.*

14.2.1.1. *Those days referred to in clause 14.1 and 14.2.1 may be extended at the discretion of the School Division should additional time be required for travel.*

14.3. Convocation and Exam Leave

14.3.1. A teacher is entitled to leave of absence with pay for one (1) day per calendar year to attend the teacher's own convocation or that of a teacher's spouse.

14.3.1.1. A teacher is entitled to one (1) day for the writing of an examination related to the teacher's academic studies.

14.4. Impassable Roads and Inclement Weather Leave

14.4.1. A teacher who, despite reasonable effort, is unable to travel to their school from their usual place of residence because of

14.4.1.1. inclement weather,

14.4.1.2. impassable road conditions, or

14.4.1.3. failure of transportation facilities other than their own,

14.4.1.4. is entitled to their salary for the periods of absence so occasioned.

14.5. Jury Duty / Court Appearance Leave

Leave with pay 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 any court proceedings as a witness in a cause other than the teacher's own.*

14.5.3. *The teacher shall reimburse the School Division an amount equivalent to any witness or jury fee set by the court.*

14.6. Leave for Child's Arrival

14.6.1. *One (1) day leave with pay shall be provided to a teacher to attend the adoption of their child.*

14.6.2. *One (1) day of leave with pay shall be provided to a teacher occasioned by the arrival of their child (birth or adoption).*

14.7. Extended Child Care Leave

14.7.1. *Extended Child Care leave may be granted to a teacher without pay, allowances and other benefits of this agreement for a period up to one (1) school year, following the period covered by maternity leave and/or parental leave:*

14.7.1.1. *to provide care to the teacher's child less than two (2) years of age; or*

14.7.1.2. *to care for the teacher's adopted child less than three (3) years of age or the teacher's adopted child who is identified as a special needs child.*

14.7.2. *The teacher shall, in consultation with the superintendent, determine the commencement date of the leave. This consultation and notice of leave requirements shall occur three (3) months in advance of the leave where possible, and in any event, at least one (1) month prior to the commencement of the leave.*

14.7.3. *A teacher requesting return prior to the expiry of the extended child care leave will be considered for appropriate vacancies.*

14.7.4. *Leave taken for the purpose of extended child care shall not be considered teaching experience for the purpose of granting a salary increment.*

14.7.5. *Only one (1) parent shall be granted extended child care leave under these provisions.*

14.8. General Discretionary Leave

14.8.1. *Additional leave of absence may be granted by the School Division with or without pay.*

14.9. Deferred Salary Leave

14.9.1. *The School Division shall offer to all teachers on a continuing contract a Deferred Salary Leave Plan as approved by Revenue Canada.*

- 14.9.2. A teacher granted a Deferred Salary Leave shall be on leave from the School Division and not from a particular position. Efforts shall be made to place the teacher, upon return from leave, in the position and / or school site held prior to the commencement of the leave or, if not available, in a position consistent with the previous experience and location of the teacher and / or one consistent with the training gained by the teacher while on Deferred Salary Leave.
- 14.9.3. It is understood that increments will not be credited to a teacher for the period of leave this article unless the teacher is actively engaged in teaching during the leave period and meets the requirements of the experience increments provisions as per article 3 of this collective agreement.
- 14.9.4. A teacher's benefits will be maintained by the School Division during their leave of absence. The teacher shall pay to the School Division the full cost of any benefit premiums paid on the teacher's behalf for the period of leave from the School Division.

15. GRIEVANCE PROCEDURE

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

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

- 15.4.4. *the remedy or correction being sought.*
- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.*
- 15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in 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 School Division and / or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three- (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 (2) representative, either party may request the Director of Mediation Services to appoint a chair.*

- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the chair.*
- 15.14. *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator / arbitration board is final and binding on:*
- 15.15.1. *the School Division and the Association; and,*
- 15.15.2. *teachers covered by the collective agreement who are affected by the award.*

15.16. TEBA Involvement in Grievance Proceedings

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

15.17. Optional Mediation Process

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

15.18. Administration

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

16. EMPLOYMENT

16.1. Information & Files

- 16.1.1. The School Division shall make available in each school sufficient true copies of the collective agreement for each teacher. Upon engagement, each new teacher shall be given a copy.
- 16.1.2. Newly appointed teachers may be required to present a medical certificate of good health, and evidence of teaching experience.

16.2. Reduction of Teaching Staff

- 16.2.1. *The following conditions shall not be deemed to be an extension of a teacher's individual contract which has been terminated:*
 - 16.2.1.1. *Compassionate Leave*
 - 16.2.1.2. *Maternity Leave*
 - 16.2.1.3. *Sabbatical or other special leaves of absence.*

16.3. Notice for Teachers on Probationary Contract

- 16.3.1. *A teacher on a probationary contract shall be notified in writing by the superintendent or designate on or before June 5 as to whether or not the teacher will be offered a continuing contract.*

16.4. Transfer

- 16.4.1. The School Division may transfer teachers subject to the following conditions:
 - 16.4.1.1. A teacher shall not be transferred to another school within three (3) calendar years of a previous involuntary transfer unless the teacher agrees to said transfer.
 - 16.4.1.2. Teachers who are involuntarily transferred to another school shall be entitled to meet with the Superintendent of Schools prior to said transfer and receive, in writing, the reasons for the transfer.
 - 16.4.1.3. When a teacher is involuntarily transferred to another school subsequent to the commencement of the school year, the teacher will be provided three (3) days of unassigned preparation time to prepare for the new assignment.
 - 16.4.1.4. The School Division shall pay to a teacher who has been involuntarily transferred to another school, the reasonable moving expenses necessarily incurred by the teacher and the teacher's family as a result of said involuntary transfer.
 - 16.4.1.5. If the teacher is involuntarily transferred to another school due to downsizing or school closure, clause 16.4.1.1 above shall not apply.

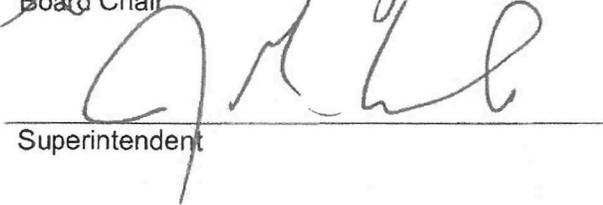
SIGNATURE PAGE

The parties hereto execute this collective agreement by affixing hereto the signatures of their proper officers on their behalf.

**ON THE BEHALF OF THE GOLDEN HILLS
SCHOOL DIVISION**

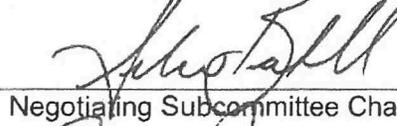


Board Chair

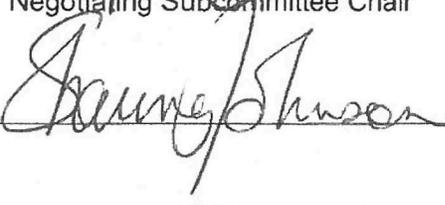


Superintendent

**ON THE BEHALF OF THE ALBERTA
TEACHERS' ASSOCIATION**



Negotiating Subcommittee Chair



Associate Coordinator—Collective Bargaining
Teacher Employment Services



Associate Coordinator—Collective Bargaining
Teacher Employment Services

LETTERS OF UNDERSTANDING: CENTRAL

LETTER OF UNDERSTANDING #1

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2
RE: INTERIM GRIEVANCE PROCEDURE

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

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

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

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

TRANSITION OF EXISTING GRIEVANCES

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

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

INTERIM GRIEVANCE PROCEDURE

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

- 15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the School Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in 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 School Division and / or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three- (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 School Division and the Association; and,*

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

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

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

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

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

15.17. Optional Mediation Process

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

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

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

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

15.18. Administration

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

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

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

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

LETTER OF UNDERSTANDING #3

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING #6

EXPEDITED ARBITRATION (12 MONTH-PILOT)

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

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

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

LETTER OF UNDERSTANDING #7
DUTY TO ACCOMMODATE

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

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

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

LETTER OF UNDERSTANDING #8
DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

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

LETTER OF UNDERSTANDING #9
EXPERIENCE FORM

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

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

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4 Experience

Teachers shall:

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

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

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

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

Prior Experience

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

school division, the receiving School Division shall assume the recognition of experience provided by the previous school division.

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

LETTERS OF UNDERSTANDING: LOCAL

LETTER OF UNDERSTANDING #10

**JOINT TEACHER / SCHOOL DIVISION PROFESSIONAL DEVELOPMENT (PD) BUDGET:
PILOT PROJECT CONTINUATION**

- Pilot project will continue until the conclusion of the next round of local bargaining.
- Effective September 1, 2023, contribution to a Central Teacher / School Division PD Budget - sixty dollars (\$60.00) from Association and ninety dollars (\$90.00) from School Division (maximum amount) per FTE teacher.
- Individual funds may be accumulated on a per teacher basis year to year to a maximum of one thousand and fifty dollars (\$1,050.00) per teacher.
- All funds jointly contributed to this professional development pilot project will remain designated in that fund to a total maximum of \$275,000. If the funds are used within the school year, the fund will be replenished up to a maximum of \$275,000, for the start of the next school year, with the Association and the School Division contributing to the fund, on a pro-rated basis, up to the total annual dollar allocation per teacher as per above. The school division will cover any unfunded liability caused by the maximum fund cap, should the fund become unable to cover individual teacher requests to access their professional development account. The Joint Teacher/School Division PD Committee will notify each party prior to September 30 of each school year the respective dollar amount (up to the maximum allocation as per above) per FTE teacher they are to contribute for the respective school year.
- The Joint Teacher /School Division PD Committee shall meet during the school year and will determine application procedures and timelines, criteria for approval, method of communication to stakeholders, measures/indicators of success and will also be responsible for developing an annual report of how the PD funds were utilized.
- Prior to next round of local bargaining the Joint Teacher / School Division PD Committee will make a recommendation to the Bargaining Committees whether to continue or whether to end the pilot project based upon the realized benefits to individual teacher growth, support for system goals and initiatives and support for student learning.

LETTER OF UNDERSTANDING #11
SUBSTITUTE TEACHER TRAVEL—COLONY SCHOOLS

Effective until August 31, 2023, where a substitute teacher travels fifty (50) kilometres (km) or more round trip to a colony school, they will be paid a flat mileage allowance of twenty dollars (\$20.00) per each day. This letter of understanding will continue until the conclusion of the next round of local bargaining, at which time both parties will review this letter of understanding for effectiveness.

Effective September 1, 2023, where a substitute teacher travels up to sixty (60) kilometres (km) one (1) way to a colony school, they will be paid a flat mileage allowance of twenty dollars (\$20.00) per day. Substitute teachers who travel more than sixty (60) kilometres (km) one (1) way to a colony school will be paid a travel allowance as per the Letter of Understanding—Substitute Teacher Travel Allowance.

Letter of Understanding #11 will continue until the conclusion of the next round of local bargaining, at which time both parties will review this Letter of Understanding for effectiveness.

LETTER OF UNDERSTANDING #12
TEACHER LIAISON ADVISORY COMMITTEE

The School Division and the Association recognize the advantages and mutual benefits of effective communication and consultation. Effective the start of the 2023-2024 school year, the School Division will establish a Teacher Liaison Advisory Committee (TLAC) which shall be comprised of a minimum of seven (7) teacher representatives and representatives of the executive staff of the School Division. Three (3) teacher representatives will be chosen by the Local, in addition to the Local President. The TLAC will meet a minimum of two (2) times per year; once in the first semester and once in the second semester.

LETTER OF UNDERSTANDING #13
SUBSTITUTE TEACHER TRAVEL ALLOWANCE

Effective September 1, 2023, where a substitute teacher lives further than sixty (60) km one way from the school they are to report to, and the substitute teacher is required to travel more than sixty (60) km (one way) to the school they are to report to, the substitute teacher shall be paid a per day travel allowance as per the table below. This only applies to the first five (5) consecutive teaching days in the same teaching assignment unless otherwise determined solely by the School Division to continue. This provision does not apply to teachers under probationary, interim, temporary, or continuous contracts.

Mileage (One Way)	Travel Daily Travel Allowance
0 km to 60 km	No Travel Allowance
61 km to 90 km	\$30.00
91 km and over	\$40.00

This Letter of Understanding will continue until the conclusion of the next round of local bargaining. At which time both parties will review the Letter of Understanding for effectiveness.

LETTER OF UNDERSTANDING #14
STATEMENT OF PRACTICE – EXTRACURRICULAR ACTIVITES

The School Division and the Association agree that while both the School Division and the Association acknowledge the value of extracurricular activities in enriching our schools, it is recognized that teacher involvement in extracurricular activities is voluntary and does not count as assignable time.