

# **COLLECTIVE AGREEMENT**

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

**BETWEEN**

**THE LETHBRIDGE SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

This collective agreement is made this 25<sup>th</sup> of February, 2024, between The Lethbridge 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.

## **NOW THEREFORE, THIS AGREEMENT WITNESS:**

### **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. The Superintendent
  - 1.2.2. The Deputy Superintendent
  - 1.2.3. The Associate Superintendents
  - 1.2.4. Director of Student Services, Director of Curriculum, Director of Technology, and any other Director position created by the School Division.
- 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. Teacher Working Conditions Committee**
  - 1.10.1. *The School Division and Lethbridge Alberta Teachers' Association (ATA) Local 41 recognize the mutual benefits of effective communication and consultation. The parties acknowledge that the Teacher Working Conditions Committee shall continue to meet a minimum of three (3) times per school year unless otherwise mutually agreed upon. This advisory committee shall establish its own Terms of Reference with membership from the School Division and appointed by the ATA Local 41.*
- 1.11. *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 clause 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 clause 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<sup>st</sup> and March 31<sup>st</sup>, 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 months. Nothing in this Article 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<sup>th</sup> 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<sup>th</sup>;*
  - 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<sup>st</sup> and May 31<sup>st</sup>, 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 months. Nothing in this Article 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<sup>th</sup> but no later than the last operational day in December:*

2.8.2.1. *HSA / WSA / RRSP utilization rates;*

2.8.2.2. *Most recent 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 / assistant principal allowance cost;*

2.8.2.6. *Total other allowance cost; and*

2.8.2.7. *Notwithstanding the timeline set out in clause 2.8.2, the full-time assignable hours for a typical full-time teacher for each school shall be provided no later than October 31<sup>st</sup>.*

### 3. SALARY

#### 3.1. Salary Pay Date / Schedule

- 3.1.1. One month's salary shall be considered to be one-twelfth (1/12) of the annual salary rate applicable in that month.

#### 3.2. Grid

- 3.2.1. The School Division shall pay all of the teachers in its employ the salaries and allowances as herein set forth and computed.
- 3.2.2. The amount of teacher education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Division. Tabulated below are the minimum and the maximum salary rates and the experience increments for each year of teacher education.

#### 3.2.3. Salary Grids

##### 3.2.3.1. Effective until June 9, 2022

Years	4	5	6
0	\$ 59,485	\$ 62,828	\$ 66,710
1	\$ 62,922	\$ 66,271	\$ 70,159
2	\$ 66,371	\$ 69,717	\$ 73,595
3	\$ 69,811	\$ 73,157	\$ 77,040
4	\$ 73,256	\$ 76,602	\$ 80,482
5	\$ 76,700	\$ 80,045	\$ 83,926
6	\$ 80,143	\$ 83,489	\$ 87,372
7	\$ 83,587	\$ 86,929	\$ 90,813
8	\$ 87,030	\$ 90,374	\$ 94,258
9	\$ 90,473	\$ 93,815	\$ 97,701
10	\$ 93,914	\$ 97,261	\$ 101,139

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

##### 3.2.3.2. Effective June 10, 2022, 0.50% Increase

Years	4	5	6
0	\$ 59,782	\$ 63,142	\$ 67,044
1	\$ 63,237	\$ 66,602	\$ 70,510
2	\$ 66,703	\$ 70,066	\$ 73,963
3	\$ 70,160	\$ 73,523	\$ 77,425
4	\$ 73,622	\$ 76,985	\$ 80,884

Years	4	5	6
5	\$ 77,084	\$ 80,445	\$ 84,346
6	\$ 80,544	\$ 83,906	\$ 87,809
7	\$ 84,005	\$ 87,364	\$ 91,267
8	\$ 87,465	\$ 90,826	\$ 94,729
9	\$ 90,925	\$ 94,284	\$ 98,190
10	\$ 94,384	\$ 97,747	\$ 101,645

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

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

Years	4	5	6
0	\$ 60,530	\$ 63,931	\$ 67,882
1	\$ 64,027	\$ 67,435	\$ 71,391
2	\$ 67,537	\$ 70,941	\$ 74,888
3	\$ 71,037	\$ 74,442	\$ 78,393
4	\$ 74,543	\$ 77,947	\$ 81,895
5	\$ 78,047	\$ 81,451	\$ 85,400
6	\$ 81,551	\$ 84,955	\$ 88,906
7	\$ 85,055	\$ 88,456	\$ 92,408
8	\$ 88,558	\$ 91,961	\$ 95,913
9	\$ 92,062	\$ 95,463	\$ 99,417
10	\$ 95,563	\$ 98,969	\$ 102,915

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

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

Years	4	5	6
0	\$ 61,741	\$ 65,210	\$ 69,240
1	\$ 65,308	\$ 68,784	\$ 72,819
2	\$ 68,888	\$ 72,360	\$ 76,386
3	\$ 72,458	\$ 75,931	\$ 79,961
4	\$ 76,034	\$ 79,506	\$ 83,533
5	\$ 79,608	\$ 83,080	\$ 87,108
6	\$ 83,182	\$ 86,654	\$ 90,684
7	\$ 86,756	\$ 90,225	\$ 94,256
8	\$ 90,329	\$ 93,800	\$ 97,831
9	\$ 93,903	\$ 97,372	\$ 101,405



Years	4	5	6
10	\$ 97,474	\$ 100,948	\$ 104,973

*\*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<sup>st</sup>, and February 1<sup>st</sup>.*
- 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: Evaluation of Education and Experience for Teachers with Credentialing that Certifies them as Trade Persons or Health Care Professionals:***

3.5.1.

- a) A **Certified Tradesperson** teacher is one who is provincially trade certified to work in a compulsory trade and teaches Career and Technology courses at the middle and / or senior high level.*
- b) A **Health Care Professional** teacher is one who is a teacher certified through a health care college regulated under the Health Professions Act employed to teach courses at the middle and / or senior high school level.*

3.5.2. *The education and experience of teachers under clause 3.5.1 shall be evaluated according to clauses 3.3 and 3.4 of this collective agreement.*

3.5.3. *Recognition of one (1) year of education beyond the evaluation granted according to clause 3.3 of this collective agreement may be given by the School Division to teachers under clause 3.5.1 who possess any or all of the*

*following qualifications which have not contributed to the evaluation under clause 3.3:*

- i) A certificate of proficiency in a designated trade (journeyman's certificate or Red Seal) recognized by the Alberta Apprenticeship and Industry Training Board provided the trade is related to the teacher's assignment.*
- ii) Certified in the health services profession under a regulatory college that is governed under the Health Professions Act.*
- iii) Other related training which the School Division wishes to recognize.*

**3.5.4.** *Recognition of relevant trade experience which has not contributed to the evaluation of experience granted under clause 3.4 of this collective agreement may be granted by the School Division under the following conditions:*

- i) The experience must be in a field related to the teacher's assignment.*
- ii) The experience must be obtained after the teacher has obtained the formal training listed in clause 3.5.3 (i) and / or (ii) above.*

**3.5.5.** *Recognition of training and experience under clauses 3.5.3 and 3.5.4 above shall not exceed that of a teacher currently on staff with similar training and experience.*

### **3.6. Other Rates of Pay**

**3.6.1.** A teacher employed on a course basis to provide instruction in credit courses at the School Division's summer school shall be paid at a rate of one two-hundredth (1/200<sup>th</sup>) per full day of service, inclusive of general holiday and vacation pay.

**3.6.2.** A teacher designated by the School Division as the Administrator responsible for the summer school shall be paid at a rate of one two-hundredth (1/200<sup>th</sup>) of the applicable administrative designation identified in clause 4.2, per full day of service inclusive of general holiday and vacation pay.

**3.6.3. Lethbridge Alternative Schools and Programs (LASP):** A teacher working at LASP who agrees to render service for distance learning courses during the summer vacation period, will take an equivalent time off in lieu as approved by the Associate Superintendent, Human Resources.

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

### **4.1. Creation of New Designations / Positions**

**4.1.1.** If the School Division creates a new administrative designation which is to be covered by this collective agreement, the School Division will establish an allowance for that designation. The School Division shall notify to both the President of the ATA Local No 41 and the Chair of the Teacher Welfare Committee ATA Local 41 of the administrative designation, provide a summary

of responsibilities as soon as it is available and identify the allowance established.

## **4.2. Administration Allowances**

### **4.2.1. Principal Allowances**

4.2.1.1. *A teacher designated by the School Division to be the principal of a school will receive an annual allowance to be calculated using the following formula:*

- i) A basic allowance equal to thirteen-point eight percent (13.8%) of the annual salary at maximum and four (4) years education, plus*
- ii) An additional allowance of point five percent (0.5%) of the annual salary at maximum and four (4) years education per full-time equivalent (FTE) teacher for each of the first ten (10) teachers, plus*
- iii) An additional allowance of point five five percent (0.55%) of the annual salary at maximum and four years of education for each of the next fifteen (15) FTE, plus*
- iv) An additional allowance of point four seven five percent (0.475%) of the annual salary at maximum and four (4) years of education for all remaining teachers.*
- a) However, the minimum allowance for a school principal will be twenty-one thousand, seven hundred and eighty-eight dollars (\$21,788).*

4.2.1.2 *b) Notwithstanding Clause 4.2.1.1 (a) or any other provision in the collective agreement, principals shall receive a minimum allowance of twenty-five thousand dollars (\$25,000) annually, prorated based on FTE.*

### **4.2.2. Vice Principal Allowance**

4.2.2.1. *A teacher designated by the School Division to be the only vice principal in a school will receive an annual allowance equal to sixty percent (60%) of the applicable principal's allowance. When more than one vice principal is designated to a school, each vice principal will receive an annual allowance equal to fifty-five percent (55%) of the applicable principal's allowance.*

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

**4.2.3 Assistant Principal Allowance**

- 4.2.3.1. *An assistant principal shall be paid fifty percent (50%) of the allowance paid to a vice principal, whether there is a vice principal assigned to a school or not.*
- 4.2.3.2. *The minimum allowance for assistant principal allowance will be adjusted in accordance with current proportionality to the Principal allowance.*

**4.2.4. Principal / Consultant Allowance**

- 4.2.4.1. *A teacher designated by the School Division to be a principal / consultant shall receive an annual allowance equal to that of the percentage of time assigned as principal plus that of the percentage of time assigned as consultant. The combined total percentage of time will not exceed one hundred percent (100%).*

**4.2.5. Coordinator Allowance**

- 4.2.5.1. *A teacher designated by the School Division to be a coordinator will receive an annual allowance equal to twenty-two percent (22%) of the annual salary at maximum and four (4) years of teacher education.*

**4.2.6. Consultant Allowance**

- 4.2.6.1. *A teacher designated by the School Division to be a consultant will receive an annual allowance equal to thirteen-point eight percent (13.8%) of the annual salary at maximum and four (4) years of teacher education.*

**4.2.7. District Principal to the Superintendent Allowance**

- 4.2.7.1. *A teacher designated by the School Division to be a district principal to the Superintendent will receive an annual allowance of the average (arithmetic mean) of all other principal allowances in the School Division.*
- 4.2.7.2. *Notwithstanding any other provision in the collective agreement, district principal shall receive a minimum allowance of twenty-five thousand dollars (\$25,000) annually, prorated based on FTE.*

**4.3. Red Circling**

- 4.3.1. *In the event that the School Division requests a principal or a vice principal to transfer and then transfers them to a school for which the administrative allowance is a lesser amount than they are receiving, the principal or vice principal will continue to receive the allowance in effect on the date of notice of transfer until such time as that amount equals the allowance in effect for the*

position to which they have been transferred, or for three (3) years, whichever period of time is less. If the transfer is at the request of the principal or vice principal, the allowance will be based upon the formula found within clause 4.2.1 of the collective agreement.

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

- 4.4.1. An acting vice principal shall be appointed when both the principal and the vice principal(s) are absent from the school. Should this absence exceed five (5) consecutive school days, the acting vice principal will receive an allowance equal to the actual days worked multiplied by the daily rate of that vice principal.

#### **4.5. Teachers with Principal and Assistant / Vice Principal Designations**

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

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

#### **4.6. Other Administrator Conditions**

- 4.6.1. Effective until March 31, 2023, two (2) Lieu days for principals in each school year, at a time mutually agreeable to the Superintendent or designate. Substitutes, when needed for teaching administrators, will be paid by the School Division.
- 4.6.1. Effective April 1, 2023, three (3) lieu day for principals in each school year, at a time mutually agreeable to the Superintendent or designate. Substitutes, when needed for teaching administrators, will be paid by the School Division.
- 4.6.2. Effective until March 31, 2023, one (1) lieu day for vice principals in each school year, at a time mutually agreeable to the Superintendent or designate. Substitutes, when needed for teaching administrators, will be paid by the School Division.
- 4.6.2. Effective April 1, 2023, two (2) lieu days for vice principals in each school year, at a time mutually agreeable to the Superintendent or designate. Substitutes, when needed for teaching administrators, will be paid by the School Division.

### **5. SUBSTITUTE TEACHERS**

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

- 5.1.1. *Substitute teacher means a teacher employed on a day-to-day basis, for a full day or for a half day.*
- 5.1.2. *Full Day*
  - 5.1.2.1. *Effective until June 9, 2022, substitute teachers' daily rates of pay will be \$200.00 plus six percent (6%) vacation pay of \$12.00 for a total of \$212.00.*
  - 5.1.2.2. *Effective June 10, 2022 (0.50 % Increase) substitute teachers' daily rates of pay will be \$201.00 plus six percent (6%) vacation pay of \$12.06 for a total of \$213.06.*
  - 5.1.2.3. *Effective September 1, 2022 (1.25% Increase) substitute teachers' daily rates of pay will be \$215.73 plus two percent (2%) in lieu of benefits \$4.31 for a total of \$220.04.*
  - 5.1.2.4. *Effective September 1, 2023 (2.00 % Increase) substitute teachers' daily rates of pay will be \$220.04 plus two percent (2%) in lieu of benefits \$4.40 for a total of \$224.44.*



### 5.1.3 Half Day

#### 5.1.3.1 Morning Session

- 5.1.3.1.1. *Effective until June 9, 2022. Notwithstanding the full day rate, a substitute teacher who works less than a full day and who works the morning session only shall be paid \$116.60, including vacation pay (six percent (6%), \$6.60).*
- 5.1.3.1.2. *Effective June 10, 2022 (0.50 % Increase). Notwithstanding the full day rate, a substitute teacher who works less than a full day and who works the morning session only shall be paid \$117.18, including vacation pay (six percent (6%), \$6.63).*
- 5.1.3.1.3. *Effective September 1, 2022 (1.25% Increase). Notwithstanding the full day rate, a substitute teacher who works less than a full day and who works the morning session only shall be paid \$118.65 plus two percent (2%) in lieu of benefits \$2.37 for a total of \$121.02.*
- 5.1.3.1.4. *Effective September 1, 2023 (2.00% Increase). Notwithstanding the full day rate, a substitute teacher who works less than a full day and who works the morning session only shall be paid \$121.02 plus two percent (2%) in lieu of benefits \$2.42 for a total of \$123.44.*

#### 5.1.3.2 Afternoon Session

- 5.1.3.2.1. *Effective until June 9, 2022. Notwithstanding the full day rate, a substitute teacher who works less than a full day and who works the afternoon session only shall be paid \$95.40, inclusive of vacation pay (six percent (6%), \$5.40).*
- 5.1.3.2.2. *Effective June 10, 2022 (0.50 % Increase). Notwithstanding the full day rate, a substitute teacher who works less than a full day and who works the afternoon session only shall be paid \$95.88, including vacation pay (six percent (6%), \$5.43).*
- 5.1.3.2.3. *Effective September 1, 2022 (1.25% Increase). Notwithstanding the full day rate, a substitute teacher who works less than a full day and who works the afternoon session only shall be paid \$97.08, plus two percent (2%) in lieu of benefits \$1.94 for a total of \$99.02.*
- 5.1.3.2.4. *Effective September 1, 2023 (2.00% Increase). Notwithstanding the full day rate, a substitute teacher who works less than a full day and who works the afternoon session only shall be paid \$99.02, plus two percent (2%) in lieu of benefits \$1.98 for a total of \$101.00.*

- 5.1.4. *A substitute teacher who works the morning session in one assignment and the afternoon session on the same day in another assignment, shall be paid the full day rate.*

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

- 5.2.1. **Number of days to go on grid:** *In the case of a substitute teacher being employed more than five (5) consecutive days in the same classroom, the rate of pay shall be in accordance with training and experience as set forth in Clause 3.2, retroactive to the first consecutive day of employment.*
- 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. School Division Directed Training / Professional Learning**

Effective September 1, 2023, any substitute teacher who has worked for the School Division for twenty-five (25) days or more by May 31<sup>st</sup> of the school year shall be entitled to claim one hundred dollars (\$100.00) for full completion of up to a maximum of four (4) hours of School Division directed training / professional learning.

- 5.3.1. A form as prescribed by the School Division, will be used to apply for the entitlement which includes providing proof of certificates of full completion of the School Division directed training / professional learning. The form as prescribed by the School Division must be submitted by June 15<sup>th</sup> of the school year for payment on or before July 15<sup>th</sup>.

## **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. Contiguous Assignment**

- 6.2.1. Effective September 1, 2023, a part-time teacher's assignment should be contiguous. In the event a part-time teacher's assignment is not designed to be contiguous, they will be provided with a written rational of the decision and will have the opportunity to appeal the assignment to the Associate Superintendent of Human Resources for review.

## **7. GROUP BENEFITS**

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

- 7.1.1. *Alberta School Employee Benefit Plan (ASEBP) - All teachers shall be covered under the provisions of the ASEBP Life Insurance Plan 2A and Extended*

*Disability Plan D1 with the School Division paying one hundred percent (100%) of the premium.*

- 7.1.2. *ASEBP Extended Health Care - Plan 1 - The School Division's contribution to the ASEBP Extended Health Care-Plan 1 covering teachers employed by the School Division shall be at the rate of one hundred percent (100%) of the total premium.*
- 7.1.3. *ASEBP Dental Care - Plan 3C - The School Division's contribution to the ASEBP Dental Care Plan 3C covering teachers employed by the School Division shall be at the rate of one hundred percent (100%) of the total premium. For teachers teaching less than point five (0.5) who wish to participate, the School Division's contribution of one hundred percent (100%) shall be prorated on the basis of their FTE.*
- 7.1.4. *ASEBP Vision Care Benefits – The School Division's contribution to the ASEBP – Vision Plan 3 covering teachers employed by the School Division shall be at the rate of one hundred percent (100%) of the total premium.*
- 7.1.5. *ASEBP Accidental Death and Dismemberment Plan 2 – The School Division's contribution to the ASEBP Accidental Death and Dismemberment Plan 2 shall be at the rate of one hundred percent (100%) of the total premium.*

## **7.2. Group Benefits Eligibility**

- 7.2.1. *Group benefits eligibility is in accordance with ASEBP regulations.*

## **7.3. Health Spending Account (HSA) / Wellness Spending Account (WSA)**

- 7.3.1. *The School Division will contribute for each teacher on a continuing, probationary, or temporary contract of one (1) year's duration, a combined HSA / WSA with ASEBP. Eligible teachers shall be actively at work, on maternity leave, on paid sick leave or an extended disability. The School Division will contribute annually an amount of seven hundred and twenty-five dollars (\$725) for each eligible teacher.*

# **8. CENTRAL CONDITIONS OF PRACTICE**

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

- 8.1.1. *Effective until August 31, 2022, teacher instructional time will be capped at nine hundred and seven (907) hours per school year commencing the 2017-2018 school year*
- 8.1.2. *Effective September 1, 2022, teacher instructional time will be capped at nine hundred and sixteen (916) hours per school year commencing the 2022-2023 school year.*
- 8.1.3. *Teacher assignable time is capped at twelve hundred (1200) hours per school year.*

## **8.2. Assignable Time Definition**

8.2.1. **Assigned Time** is defined as the amount of time that 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. Extracurricular Activities**

- 8.4.1. Extracurricular activities are school programs or activities designed to motivate students and enrich their educational experience by going outside the curriculum.
- 8.4.2. These activities are voluntary for teachers.

## **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. Professional Development Funds**

- 9.2.1. In addition to any leave under clause 9.3.1, the School Division will establish a fund to be used to finance the costs of short-term professional development activities for teachers, such costs to include registration fees, travel, accommodations and sustenance and the cost of substitute teachers.
- 9.2.2. The fund will be administered by the ATA Local 41 in consultation with the Working Conditions Committee.
- 9.2.3. The ATA Local 41 will provide a written summary to the Working Conditions Committee no later than September 30<sup>th</sup> of each year detailing the following:

- 9.2.3.1. Total expenditures on professional development for the previous school year.
- 9.2.3.2. Total dollars in the Professional Development fund as of September 30<sup>th</sup>.
- 9.2.3.3. The number of teachers that accessed the professional development fund.
- 9.2.3.4. A summary of the focus of professional development activities teachers were able to access through the fund.
- 9.2.3.5. A break down detailing the percentage of the money in the fund spent on registration fees, travel, accommodations and sustenance and the cost of substitute teachers.
- 9.2.4. The School Division will make allocations to this fund two hundred sixty-four thousand, nine hundred and sixty-three dollars (\$264,963) annually.

### **9.3. *Sabbatical / Professional Improvement Leave / Graduate Study Leave***

#### **9.3.1. *Long Term Leaves***

- 9.3.1.1. *A teacher who has been employed with the School Division for a minimum of seven (7) consecutive years may be granted a leave for professional improvement.*
- 9.3.1.2.
  - a) *A teacher requesting a professional development leave must submit an application to the Superintendent or designate, by January 15<sup>th</sup>, for a leave commencing September 1<sup>st</sup>; or by May 1<sup>st</sup>, for a leave commencing January 1<sup>st</sup>.*
  - b) *The application must contain a clear statement of the teacher's purpose for the leave, the program of study, the recognized institution at which the teacher will undertake the program of study and an explanation of how the program of study will improve the teacher's professional service to students and the School Division.*
  - c) *The School Division will consider each application on its own merit. Applications will be considered by the School Division no later than the second regular Board meeting following the application deadline and the applicant will be informed of the Board's decision.*
- 9.3.1.3.
  - a) *A teacher who is granted a professional development leave shall, upon the teacher's return from leave, be assigned a teaching position with the School Division.*

- b) *Upon return from leave a teacher who held a position for which an administrative allowance was paid and for which the term for payment of the allowance has not yet been completed, the School Division will, where possible, return the teacher to a position with an equivalent administrative designation or, the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment, or for three (3) years, whichever period of time is less.*
- c) *If the teacher is eligible to receive an experience increment and provided the teacher has successfully completed the program undertaken while on leave, the School Division will grant the teacher an experience increment in accordance with clause 3.4.*

#### **9.3.1.4.**

- a) *A teacher on a full year of professional development leave will, in lieu of regular salary, receive an annual leave allowance equal to an amount which is the difference between the salary at maximum with six (6) years of education and minimum with four (4) years of education as stipulated in the salary schedule (grid).*
- b) *A teacher on professional development leave for less than a full year, will receive a prorated leave allowance based upon the number of teaching days on leave, divided by two hundred (200) teaching days, multiplied by the annual leave allowance under clause 9.3.1.4(a).*
- c) *Any professional development leave allowance will be paid in equal monthly installments with the first payment to commence on the last day of the first calendar month on leave.*

#### **9.3.1.5.**

- a) *A teacher who is granted a professional development leave shall agree in writing, prior to the commencement of the leave, to serve the School Division for a period of two (2) months for each month, or portion thereof, of leave taken.*

#### **9.3.1.6.**

- a) *Should a teacher fail to fulfill the required period of return service, the teacher shall reimburse the School Division the professional development leave allowance received from the School Division based upon the number of months of return service completed, divided by the number of months of return service required, multiplied by the professional development leave allowance paid.*

## **10. SICK LEAVE**

- 10.1. *Subject to the following, annual sick leave, with pay, shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness, or disability for ninety (90) calendar days.*
- 10.2. *Before any payment is made under the Article, the teacher shall provide to the School Division:*
  - i) *A declaration, on a form to be provided by the School Division, where the absence is for a period of three (3) days or less.*
  - ii) *A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three (3) days.*
  - iii) *When the sickness extends for a period of over thirty (30) calendar days, the teacher shall be required to furnish a further medical certificate at the end of each thirty (30) calendar day period through the duration of the sickness until such time as the ASEBP - extended disability shall take effect. Arrangements for providing such medical certification shall be made through human resources.*
- 10.3. *After ninety (90) calendar days of continuous disability, no further sick leave shall be paid and application will be made by the employee, through the payroll department of the School Division to the ASEBP - extended disability.*
- 10.4. *A teacher who has been absent due to medical disability, upon return to full-time duty, shall be entitled to an additional sick leave benefit in the current year of ninety (90) calendar days unless the teacher becomes eligible to receive benefits from the ASEBP - extended disability prior to the expiration of the additional ninety (90) day period.*
- 10.5. *When a teacher leaves the employ of the School Division all sick leave shall be cancelled.*

## **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 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 percent (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. *A 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 a of parental leave.*
- 11.4.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred percent (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. Leave Demanding Teacher's Attention:**

- 12.1.1. *A teacher shall be granted leave for not more than two (2) days in any one (1) contract year for circumstances demanding the teacher's attention.*
- 12.1.2. *In order to qualify for leave under this Article, a teacher must complete and submit to the Superintendent or designate, a leave of absence request form two (2) days prior to taking the leave in clause 12.1.1, indicating whether or not the leave is related to financial gain or outside business interests.*
- 12.1.3. *Where the purpose of the leave is related to financial gain for the teacher or outside business interest, the leave will be granted at loss of full pay. In other circumstances, the leave will be granted at loss of substitute pay.*
- 12.1.4. *This Clause may not be used in conjunction with other leaves in Article 14.*

### **12.2. Leave to attend Personal Concerns and Emergency Leave:**

- 12.2.1. *In any one (1) contract year, not more than four (4) days, two (2.0) days to attend to personal concerns and two (2.0) days for an emergency or misfortune demanding the person's attention. This clause may be used in conjunction with clause 14.1.1 or 14.1.2.*
- 12.2.2. *One (1) unused personal concerns day may be carried forward to the next school year.*
- 12.2.3. *The one (1) accumulated personal concerns day shall be used prior to June 30<sup>th</sup> in the following school year and will not be:*
  - a) *Attached to any other leave day;*
  - b) *Used on a Parent-Teacher Interview day; or,*
  - c) *Used on a scheduled professional development day.*

## **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.*

13.3.1. *Upon written request made in a timely manner by the ATA Local No 41, a teacher who is elected to the office of President of Lethbridge Public ATA Local No 41 shall be granted release time, up to a maximum of zero point two-five (0.25) FTE for each of the school year(s) during which the office is held. Release time will be granted on a schedule agreed to by the Local President, the principal of the affected school, and the Associate Superintendent of Human Resources.*

- 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 their behalf while on secondment under this Article.*

*Effective September 1, 2022*

- 13.1. *The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this Article by providing advance notice when possible and committing to making best efforts in resolving challenges.*
- 13.2. *A teacher shall be granted leave of absence with pay provided the 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 Article.*

## **14. OTHER LEAVES**

*A teacher may apply for and receive a leave of absence for personal reasons subject to the conditions that follow. Application will be made to the Superintendent or designate.*

### **14.1. Bereavement, Critical Illness and Funeral Leaves (with Full Pay)**

- 14.1.1. *In any one (1) contract year, not more than five (5) days leave for the critical illness of each of the teacher's father, mother, husband, wife, son, daughter, brother, sister, grandchild, grandparent, or parents of spouse. A medical statement signed by the critically ill person's attending physician must be submitted. Such statement must include verification that the critical illness was life threatening.*
- 14.1.2. *In any one (1) contract year, not more than three (3) days leave for the death of each of the teacher's father, mother, husband, wife, son, daughter, brother, sister, grandchild, grandparent, or parents of spouse. If necessary, travel warrants additional leave, the three (3) days may be extended up to a maximum of five (5) days.*
- 14.1.3. *In any one (1) contract year, two (2) days leave for attendance at the funeral of each of the teacher's grandparents (including in-law), grandchild, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. If circumstances warrant additional leave, the two (2) days may be extended up to a maximum of five (5) days.*
- 14.1.4. *In any one (1) contract year, one (1) day leave for attendance at the funeral of each of the teacher's uncle, aunt, cousin, nephew, or niece.*
- 14.1.5. *Under special circumstances, leaves outlined in clauses 14.1.1, 14.1.2, 14.1.3 and 14.1.4 above, may be extended to include the same relatives of the teacher's spouse.*
- 14.1.6. *For attendance at the funeral in the capacity of pallbearer, honorary pallbearer, speaker, soloist, or friend of the family, one (1) day provided that the teacher receives no remuneration for such services.*

### **14.2. Additional Parental Leave (Without Pay)**

- 14.2.1. *In addition to maternity, parental leave and adoption, teachers shall be entitled to a further parental leave without pay or benefits for up to an additional fifty-two (52) weeks.*

14.2.2. Parental leave will terminate at the end of a school year or at the end of a reporting period in the school year or a natural break in the school year, or on a date that is mutually agreed upon between the teacher and the School Division.

14.2.3. A teacher who held a position for which an administrative allowance was paid and for which the term of payment of the allowance has not been completed, shall be returned to a position with an equivalent administrative designation where possible and where this is not possible the teacher shall be paid an allowance equal to the allowance that the teacher had been receiving prior to the leave. This allowance will be paid for the balance of the term of the original administrative appointment or for three (3) years, whichever period of time is less.

**14.3. Graduation, Convocation and University Exams Leave (with Full Pay)**

14.3.1. Effective until March 31, 2023, in any one (1) contract year, one (1) day leave for the purpose of writing university examinations.

14.3.1. Effective April 1, 2023, for not more than one (1) day per school year, leave for the purpose of writing university examinations.

14.3.2. Effective until March 31, 2023, in any one (1) contract year, one (1) day leave to attend the teacher's university convocation exercises.

14.3.2. Effective April 1, 2023, for not more than one (1) day per event to attend convocation ceremonies at an accredited post-secondary institution, or to attend high school graduation, if the graduation is held during the school day, at which they, their child or spouse is graduating.

**14.4. Citizenship Leave (with Full Pay)**

14.4.1. *While obtaining citizenship papers at a scheduled session of the court, one (1) day.*

**14.5. Jury Duty Leave (with Full Pay)**

14.5.1. *While serving as a witness as a result of a notice to attend or subpoena, or for jury duty or any summons related thereto, provided that any witness fee or jury stipend received (excluding subsistence allowances and / or expenses) is remitted by the teacher to the School Division.*

**14.6. Leave for Child's Arrival (With Full Pay)**

14.6.1. *In any calendar year, two (2) days of leave for a teacher to attend at the birth of their child or to assist in bringing their newborn child home from the hospital.*

**14.7. Family Needs Leave (with Full Pay)**

14.7.1. *In any one (1) contract year, not more than three (3) days to attend to provide care for a family member, make arrangements for medical care of a family*

*member, or attend to other legal or business issues necessary for long-term or emergent support of a family member. Family is defined as spouse, child, parent, sibling; or any other person residing in the teacher's household.*

#### **14.8. Deferred Salary Leave Plan**

- 14.8.1. The School Division will make available to eligible teachers a Deferred Salary Leave Plan as approved by Revenue Canada. To be eligible for the Deferred Salary Leave the following criteria must be met:
  - 14.8.1.1. The teacher must have held a continuing contract with the School Division for four (4) years.
  - 14.8.1.2. The request to access the Deferred Salary Leave Plan must be in writing.
  - 14.8.1.3. The Deferred Salary Leave Plan will normally only be accessed once in any six (6) year period.
- 14.8.2. Granting of a Deferred Salary Leave will be at the discretion of the Superintendent or Designate.
- 14.8.3. A teacher granted a Deferred Salary Leave shall be on leave from the School Division and not from a particular position.
- 14.8.4. It is understood that teaching experience increments will not be credited to a teacher for the period of the leave under this Article unless the teacher is actively engaged in teaching during the leave period and meets the requirements of the experience increment provisions in Article 3 of the collective agreement.
- 14.8.5. The School Division will not pay for teacher benefits during the Deferred Salary Leave Plan. Teacher may choose to pay for benefit coverage through the process identified by the School Division and ASEBP.

#### **14.9. Leaves with Pay Less the Cost of a Substitute Teacher whether one is used or not**

- 14.9.1. For attendance, in an official capacity, at educational conventions; or civic government meetings or conventions.
- 14.9.2. Because of impassable roads or the suspension of public transportation.

#### **14.10. Service to Other Agencies Leave**

- 14.10.1. A teacher may apply to the Superintendent or designate and receive leave of absence with pay, provided the School Division is reimbursed for the cost of full pay for attendance at committee meetings or functions or requested by Alberta Education.

## 15. GRIEVANCE PROCEDURE

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

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



- 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a Grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the Grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in 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-member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three-member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The Arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The Arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the Arbitrator / arbitration board is final and binding on:*
- 15.15.1. *The School Division and the Association; and,*
- 15.15.2. *Teachers covered by the collective agreement who are affected by the award.*

## **15.16. TEBA Involvement in Grievance Proceedings**

- 15.16.1. At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.*
- 15.16.2. At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the School Division.*
  - 15.16.2.1. Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.*
  - 15.16.2.2. Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*
  - 15.16.2.3. Within five (5) operational days of the meeting set out in 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. Transfer**

16.1.1. A teacher who is transferred from one school to another at the initiative of the School Division shall be given reasons in writing.

#### **16.2. Subrogation**

##### **16.2.1**

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

b) **Interest means** interest calculated in accordance with the provision of the Alberta Judgment Interest Act, SA 1984, c.J-O.5 and amendments and regulations thereto.

c) **Judgment or Settlement** means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money

representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.

- d) **Remuneration** means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the School Division.
- e) **Teacher** means a teacher in respect of whom the School Division has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian, or the estate of the deceased teacher.

16.2.2. In the event that the School Division incurs a cost of absence as a result of an act or omission of a third party, the School Division is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:

- a) The teacher shall advise the School Division in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the School Division incurring a cost of absence;
- b) The teacher shall upon request by the School Division include the cost of absence, as calculated by the School Division, in the teacher's claim;
- c) The School Division shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
- d) The teacher agrees to cooperate with the School Division and to provide, at the School Division's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
- e) The teacher will not settle their claim without the prior written consent of the School Division as to the amount of the cost of absence to be recovered by the School Division;
- f) Upon resolution of the amount of the cost of absence payable to the School Division, the School Division may, upon default of payment by the teacher following demand by the School Division offset the agreed upon amount of the cost of absence payable to the teacher by the School Division;
- g) The teacher shall not release any third party from the cost of absence without the consent of the School Division; and
- h) The School Division's consent to settlement shall not be unreasonably withheld.

16.2.3. When as a result of judgment or settlement with the consent of the School Division, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of

absence recovered to the School Division plus interest, less a proportionate share of legal fees payable thereon by the teacher to their solicitor with respect to such recovery.

- 16.2.4. When as a result of a judgment or settlement with the consent of the School Division, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the School Division, the amount of the cost of absence recovered plus interest, less a proportionate share of legal fees payable thereon by the teacher to their solicitor with respect to such recovery.
- 16.2.5. The teacher will upon request by the School Division execute such documents and agreements as may be required or deemed desirable by the School Division to give effect to the provisions of this clause 16.2.
- 16.2.6. In exercising any of its rights under clause 16.2, the School Division shall have due regard for the interests of the teacher.

### **16.3. Employment Insurance Premium Reduction**

- 16.3.1. **Employment Insurance Rebates** - In consideration of the improvements to the employee benefit plan and sick leave benefits, the employees covered by this contract waive any claims on rebates under the provisions of the *Employment Insurance Act*.


In witness whereof the parties have executed this collective agreement this 15<sup>th</sup> day of February, 2024.

**REPRESENTATIVES OF:**

**THE LETHBRIDGE SCHOOL DIVISION  
BOARD OF TRUSTEES**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


**THE ALBERTA TEACHERS' ASSOCIATION  
LETHBRIDGE LOCAL NO 41**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ASSOCIATE SUPERINTENDENT**

  
\_\_\_\_\_

**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, the School Division and the Association will meet no later than March 31, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
  - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
  - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

## **INTERIM GRIEVANCE PROCEDURE**

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

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

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

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

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

**15.16. TEBA Involvement in Grievance Proceedings**

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

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

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

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

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

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

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

**15.17. Optional Mediation Process**

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

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

**15.18. Administration**

- 15.18.1. *All of the time limits referred to in this grievance procedure shall refer to operational days, and be exclusive of Saturdays, Sundays, and statutory holidays. For the purposes of this Article, an "operational" day is an instructional or non-instructional day in the 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 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 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 Arbitrators who have been agreed to by the Association and TEBA will hear Expedited Arbitration files on a rotating basis, where possible.*
8. *Arbitration decisions may not be used to alter, modify, or amend any part of the appropriate collective agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon the parties to the grievance and no further action may be taken on that grievance by any means.*
9. *Ideally, the designated Arbitrator will issue an award for each Expedited Arbitration within four weeks of the hearing. The designated Arbitrator remains seized to each Expedited Arbitration in order to determine any issues left pending by the award. The award will contain the following paragraph:*

*"This award is the result of an expedited procedure to which the parties agreed. Consequently, there has been evidence entered by agreement as well as by submission. Reference to case law has been limited. The parties are satisfied with an award that accommodates their agreed restrictions on the procedure. The Arbitrator reserves jurisdiction*



*regarding the quantum of any damages awarded and any issues concerning the implementation of the award.”*

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

## **LETTER OF UNDERSTANDING #7**

### **DUTY TO ACCOMMODATE**

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

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

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

- *To support the administration of teaching experience provisions in collective agreements between all Public, Catholic, and Francophone school divisions and the Alberta Teachers' Association (See Appendix A); and,*
- *To ensure the consistent application of clause 3.4.9 in the movement of teachers between School Divisions 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<sup>st</sup> and February 1<sup>st</sup>.*

*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***

#### ***SCHOOL CALENDAR***

One half (1/2) day shall be allocated in the school year calendar for elementary teachers, for the purposes of assessment. This letter of understanding shall remain in effect until the next round of local bargaining is concluded.



***LETTER OF UNDERSTANDING #11***

***SUBSTITUTE CANCELLATION***

Cancelled job assignments with short notice could have negative consequences on teacher substitutes. The School Division and the ATA Local 41 through the Working Conditions Committee will discuss, and review data related to the type, frequency, and party responsible for cancelations to determine potential strategies, processes, and possible recommendations to address if necessary.

