

# **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 FOOTHILLS SCHOOL DIVISION**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**

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



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This collective agreement is made this 1st of February 202<sup>4</sup><sub>3</sub> between The Foothills School Division (School Division) and The Alberta Teachers' Association (Association).

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

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

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

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

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

## 1. APPLICATION / SCOPE

- 1.1 *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the School Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the School Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
- 1.2 **Excluded Positions:** Notwithstanding clause 1.1, employees holding the following designation shall be excluded from this agreement:
  - 1.2.1 Superintendent
  - 1.2.2 Deputy Superintendent
  - 1.2.3 Assistant Superintendent
- 1.3 *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the 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, the School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.*

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

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

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

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

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

## **1.11 Structural Provisions**

### **1.11.1 Joint Committee**

1.11.1.1 The School Division and the teachers recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees, teachers, and administration. Teachers also recognize the right and responsibility of the School Division to formulate policy. For these reasons, a consultative committee, to be known as the "Joint Committee" shall be formed, consisting of the superintendent (or delegate), two (2) School Division Trustees, and three (3) representatives of the Local Association (one from the elementary level, one from the junior high level, and one from the senior high level). The Association representatives shall be chosen by the Local Association. Either

party may bring issues to this committee for consideration. The committee will meet at least four (4) times a year.

## **2. TERM**

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

### **2.2 List Bargaining**

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

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

### **2.3 Central Matters Bargaining**

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

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

### **2.4 Local Bargaining**

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

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

### **2.5 Bridging**

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

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

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

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

## **2.6 Meet and Exchange**

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

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

## **2.7 Opening with Mutual Agreement**

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

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

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

2.8.1 As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31<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 (5) months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.

2.8.2 The School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30<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 (5) 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 *The School Division shall pay all the teachers monthly one-twelfth (1/12<sup>th</sup>) of the salary rate in effect for that month as herein set forth and computed. For the purpose of this Article, allowances shall be considered to be part of salary.*
- 3.1.2 *Teachers' salary payments shall be dated the last banking day of each month and shall be distributed by the last banking day of each month or the last teaching day of the month, whichever comes first.*
- 3.1.3 *Notwithstanding clause 3.1.2, if a teacher applies to the School Division in writing prior to April 1<sup>st</sup> of each school year, the teacher shall receive their July and August cheques for that school year on June 30<sup>th</sup>, dated June 30<sup>th</sup>.*
- 3.1.4 *Unless specifically permitted by this Agreement, authorized by the teacher, or authorized by law, payment of the salary of a teacher shall not be withheld beyond the regular date of payment.*
- 3.1.5 *Payment for administration allowances shall commence on the effective date of appointment of the administrator.*

#### **3.2 Grid**

- 3.2.1 *The following factors shall determine the placement on the salary schedule:*
  - 3.2.1.1 *The amount of teacher education subject to the terms and conditions of clause 3.3.*
  - 3.2.1.2 *The length of teaching experience subject to the terms and conditions of clause 3.4 as at September 1<sup>st</sup> of the school year, or on the commencement of employment.*
- 3.2.2 *The salaries for each year of teacher education and experience are tabulated as follows:*



3.2.2.1 Effective until June 9, 2022

Years of Experience	Years of Education		
	Four	Five	Six
0	\$ 59,320	\$ 62,552	\$ 66,421
1	\$ 62,779	\$ 66,011	\$ 69,879
2	\$ 66,239	\$ 69,469	\$ 73,337
3	\$ 69,698	\$ 72,930	\$ 76,798
4	\$ 73,158	\$ 76,387	\$ 80,258
5	\$ 76,614	\$ 79,847	\$ 83,714
6	\$ 80,071	\$ 83,306	\$ 87,176
7	\$ 83,531	\$ 86,765	\$ 90,635
8	\$ 86,994	\$ 90,225	\$ 94,093
9	\$ 90,452	\$ 93,682	\$ 97,552
10	\$ 93,910	\$ 97,140	\$ 101,012

3.2.2.2 Effective June 10, 2022, 0.50% increase

Years of Experience	Years of Education		
	Four	Five	Six
0	\$ 59,617	\$ 62,865	\$ 66,753
1	\$ 63,093	\$ 66,341	\$ 70,228
2	\$ 66,570	\$ 69,816	\$ 73,704
3	\$ 70,046	\$ 73,295	\$ 77,182
4	\$ 73,524	\$ 76,769	\$ 80,659
5	\$ 76,997	\$ 80,246	\$ 84,133
6	\$ 80,471	\$ 83,723	\$ 87,612
7	\$ 83,949	\$ 87,199	\$ 91,088
8	\$ 87,429	\$ 90,676	\$ 94,563
9	\$ 90,904	\$ 94,150	\$ 98,040
10	\$ 94,380	\$ 97,626	\$ 101,517

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

3.2.2.3 Effective September 1, 2022, 1.25% increase

Years of Experience	Years of Education		
	Four	Five	Six
0	\$ 60,362	\$ 63,651	\$ 67,587
1	\$ 63,882	\$ 67,170	\$ 71,106
2	\$ 67,402	\$ 70,689	\$ 74,625
3	\$ 70,922	\$ 74,211	\$ 78,147

Years of Experience	Years of Education		
	Four	Five	Six
4	\$ 74,443	\$ 77,729	\$ 81,667
5	\$ 77,959	\$ 81,249	\$ 85,184
6	\$ 81,477	\$ 84,769	\$ 88,707
7	\$ 84,998	\$ 88,289	\$ 92,227
8	\$ 88,522	\$ 91,809	\$ 95,745
9	\$ 92,040	\$ 95,327	\$ 99,265
10	\$ 95,560	\$ 98,846	\$ 102,786

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

3.2.2.4 Effective September 1, 2023, 2% increase

Years of Experience	Years of Education		
	Four	Five	Six
0	\$ 61,569	\$ 64,924	\$ 68,939
1	\$ 65,159	\$ 68,513	\$ 72,528
2	\$ 68,750	\$ 72,103	\$ 76,117
3	\$ 72,340	\$ 75,695	\$ 79,710
4	\$ 75,932	\$ 79,283	\$ 83,300
5	\$ 79,518	\$ 82,874	\$ 86,887
6	\$ 83,107	\$ 86,464	\$ 90,481
7	\$ 86,698	\$ 90,055	\$ 94,071
8	\$ 90,292	\$ 93,645	\$ 97,660
9	\$ 93,881	\$ 97,234	\$ 101,251
10	\$ 97,470	\$ 100,823	\$ 104,842

\*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 (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<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 clause, 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 agreement.*

**3.5 Special Considerations for Other Education and Experience: Senior High Career and Technology Studies (C.T.S.) Teachers**

3.5.1 *A senior high C.T.S. teacher is a teacher offering instruction in a C.T.S. course where the course curriculum requires the teacher to have technical trade qualifications.*

3.5.2 *The School Division shall recognize, for teacher education purposes, a senior high C.T.S. teacher's technical trade qualifications.*

3.5.3 *Such recognition for teacher education purposes is limited to one further year beyond the teacher's current Teacher's Qualifications Service Evaluation.*

3.5.4 *Such recognition for teacher education purposes will no longer be recognized if the teacher, at their request, no longer provides instruction in a C.T.S. course where the course curriculum requires the teacher to have technical trade qualifications.*

**3.6 Other Rates of Pay**

3.6.1 *A teacher who is not in receipt of an administrative or supervisory allowance, who agrees at the request of the School Division to provide professional service during any non-operational period, shall be paid on the basis of a half day or full day based on one two-hundredth (1/200<sup>th</sup>) of the teacher's total annual salary.*

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

**4.1 Creation of New Designations / Positions**

4.1.1 *It is the right of the School Division to create, determine if an allowance is applicable, and fill new positions. The School Division agrees to negotiate the amount of the allowance for the new position if, in accordance with clause 1.1 and 1.2, the position is covered by this collective agreement.*

**4.2 Administration Allowances**

**4.2.1 Principal Allowance**

4.2.1.1 *Principals, other than those specified in clauses 4.2.3 and 4.2.4, shall be paid an administrative allowance based on the number of students enrolled in the principal's school in accordance with the following schedule:*

<b>Number of Students</b>	<b>Effective until June 9, 2022</b>	<b>Effective June 10, 2022 (0.50% increase)</b>	<b>Effective September 1, 2022 (1.25% increase)</b>	<b>Effective September 1, 2023 (2% increase)</b>
<b>0 - 250 students</b>	\$ 18,528	\$ 18,621	\$ 18,854	\$ 19,231
<b>251 - 350 students</b>	\$ 21,010	\$ 21,115	\$ 21,379	\$ 21,807
<b>351 - 450 students</b>	\$ 23,473	\$ 23,590	\$ 23,885	\$ 24,363
<b>451 - 600 students</b>	\$ 26,755	\$ 26,889	\$ 27,225	\$ 27,770
<b>601 - 800 students</b>	\$ 30,697	\$ 30,850	\$ 31,236	\$ 31,861
<b>801 - 950 students</b>	\$ 32,337	\$ 32,499	\$ 32,905	\$ 33,563
<b>951+ students</b>	\$ 35,646	\$ 35,824	\$ 36,272	\$ 36,997

4.2.1.2 For the purposes of clause 4.2.1, the student count shall be as at September 30<sup>th</sup>.

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

**4.2.2 Vice Principal Allowance**

4.2.2.1 Each vice principal shall receive fifty per cent (50%) of the principal's allowance.

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

**4.2.3 Lead Teacher at Hutterite Colony School Allowance**

4.2.3.1 The lead teacher at each Hutterite Colony School shall receive an allowance as compensation for performing administrative duties.

4.2.3.2 A base allowance of;

4.2.3.2.1 Effective until June 9, 2022, \$3,100.18.

4.2.3.2.2 Effective June 10, 2022 (0.50% increase), \$3,115.68.

4.2.3.2.3 Effective September 1, 2022 (1.25% increase), \$3,154.63.

4.2.3.2.4 Effective September 1, 2023 (2% increase), \$3,217.72.

4.2.3.3 For each additional full-time equivalent teacher, an allowance of;

4.2.3.3.1 Effective until June 9, 2022, \$1,173.78.

4.2.3.3.2 Effective June 10, 2022 (0.50% increase), \$1,179.65.

4.2.3.3.3 Effective September 1, 2022 (1.25% increase), \$1,194.40.

4.2.3.3.4 *Effective September 1, 2023 (2% increase), \$1,218.29.*

4.2.3.4 *For each part-time teacher, an allowance of;*

4.2.3.4.1 *Effective until June 9, 2022, \$586.89.*

4.2.3.4.2 *Effective June 10, 2022 (0.50% increase), \$589.82.*

4.2.3.4.3 *Effective September 1, 2022 (1.25% increase), \$597.19.*

4.2.3.4.4 *Effective September 1, 2023 (2% increase), \$609.13.*

4.2.3.5 *The lead teacher at Hutterite Colony Schools' allowance is not subject to the principal's minimum allowance in clause 4.2.1.3.*

**4.2.4 Principal or Designate at Cameron Crossing School Allowance**

4.2.4.1 *The principal or designate at Cameron Crossing School shall receive an allowance as compensation for performing administrative duties.*

4.2.4.2 *A base allowance of;*

4.2.4.2.1 *Effective until June 9, 2022, \$3,100.18.*

4.2.4.2.2 *Effective June 10, 2022 (0.50% increase), \$3,115.68.*

4.2.4.2.3 *Effective September 1, 2022 (1.25% increase), \$3,154.63.*

4.2.4.2.4 *Effective September 1, 2023 (2% increase), \$3,217.72.*

4.2.4.3 *The principal or designate at Cameron Crossing School allowance is not subject to the principal's minimum allowance in clause 4.2.1.3*

**4.2.5 Division Directors Allowance**

4.2.5.1 *Division Directors shall receive an allowance per annum of;*

4.2.5.1.1 *Effective until June 9, 2022, \$23,014.00.*

4.2.5.1.2 *Effective June 10, 2022 (0.50% increase), \$23,129.07.*

4.2.5.1.3 *Effective September 1, 2022 (1.25% increase), \$23,418.18.*

4.2.5.1.4 *Effective September 1, 2023 (2% increase), \$23,886.55.*

**4.2.6 Division Coordinators Allowance**

4.2.6.1 *Division Coordinators shall receive an allowance per annum of;*

4.2.6.1.1 *Effective until June 9, 2022, \$18,166.44.*

4.2.6.1.2 *Effective June 10, 2022 (0.50% increase), \$18,257.27.*

4.2.6.1.3 *Effective September 1, 2022 (1.25% increase), \$18,485.49.*

4.2.6.1.4 *Effective September 1, 2023 (2% increase), \$18,855.20.*

**4.2.7 Division Supervisors Allowance**

4.2.7.1 *Division Supervisors shall receive an allowance per annum of;*

4.2.7.1.1 *Effective until June 9, 2022, \$18,166.44.*

4.2.7.1.2 *Effective June 10, 2022 (0.50% increase), \$18,257.27.*

4.2.7.1.3 *Effective September 1, 2022 (1.25% increase), \$18,485.49.*

4.2.7.1.4 *Effective September 1, 2023 (2% increase), \$18,855.20.*

**4.2.8 Division Facilitators Allowance**

4.2.8.1 *Division Facilitators shall receive an allowance per annum of;*

4.2.8.1.1 *Effective until June 9, 2022, \$9,082.00*

4.2.8.1.2 *Effective June 10, 2022 (0.50% increase), \$9,127.41.*

4.2.8.1.3 *Effective September 1, 2022 (1.25% increase), \$9,241.50.*

4.2.8.1.4 *Effective September 1, 2023 (2% increase), \$9,426.33.*

**4.2.9 Full-Time Teacher at Hutterite Colony School Allowance**

4.2.9.1 *Each full-time equivalent teacher in a Hutterite Colony School shall receive an allowance per annum of;*

4.2.9.1.1 *Effective until June 9, 2022, \$1,758.21.*

4.2.9.1.2 *Effective June 10, 2022 (0.50% increase), \$1,767.00.*

4.2.9.1.3 *Effective September 1, 2022 (1.25% increase), \$1,789.09.*

4.2.9.1.4 *Effective September 1, 2023 (2% increase), \$1,824.87.*

**4.3 Red Circling**

4.3.1 In the event the superintendent transfers a principal or vice principal and such transfer results in an administrative allowance that is less than the allowance the principal or vice principal currently receives, the current allowance shall be



maintained until the lower allowance matches or surpasses the current allowance.

This shall not apply if the principal or vice principal requests a transfer.

- 4.3.2 Where the superintendent agrees to the secondment of a principal, vice principal, Division Co-ordinator or Division Supervisor to another school division, such teacher shall, upon return to the School Division within three (3) years of secondment commencement, continue to receive the same administrative allowance received immediately prior to the secondment. Once the secondment is approved, notification will be provided to the Chair of the Local Association Teacher Welfare Committee.

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

- 4.4.1 When in the absence of the principal, the vice principal acts in the principal's place for a period of five (5) or more consecutive school days, the vice principal shall be designated as acting principal and shall receive an allowance retroactive to the second day, computed as per *clause* 4.2.1 and the following school days of the period during which the vice principal is so designated.
- 4.4.2 In schools where there is no vice principal, a teacher shall be designated acting principal and shall be paid in accordance with the administration allowance specified in *clause* 4.2.1, effective the first complete one-half (1/2) school day of the principal's absence.

#### **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 (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.*
- 4.5.4 *Any current assistant or vice principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2023, may*

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

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

##### **4.6.1 Lieu Days**

- 4.6.1.1 School-based principals shall be granted three (3) paid leave day(s) per school year, at a time mutually agreeable to the principal and the superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the principal and the superintendent, the School Division shall pay out the unused paid leave days at one two-hundredth (1/200<sup>th</sup>) of the principal's annual salary and allowance by the end of June each year for the first two (2) lieu days. One (1) lieu day will not be paid out and must be used during the school year it is granted.
- 4.6.1.2 School-based vice principals shall be granted two (2) paid leave day per school year, at a time mutually agreeable to the vice principal and the superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the vice principal and the superintendent, the School Division shall pay out the unused paid leave days at one two-hundredth (1/200<sup>th</sup>) of the vice principal's annual salary and allowance by the end of June each year.

##### **4.6.2 Allocation and Appointment of Administration**

- 4.6.2.1 *A vice principal may be appointed at the discretion of the School Division when a school, regardless of its type,*
- 4.6.2.1.1 *Has reached a student enrolment of two hundred (200) students at the beginning of the school term, or two hundred and twenty (220) students during the school term.*
- 4.6.2.1.2 *Has reached ten (10) teaching staff at the beginning of the school term or twelve (12) teaching staff during the school term.*

## 5. SUBSTITUTE TEACHERS

### 5.1 Rates of Pay

- 5.1.1 *A substitute teacher means a teacher employed on a day-to-day basis.*
- 5.1.2 *Substitutes shall be paid accordingly per day worked (until August 31, 2022, inclusive of vacation pay in accordance with the Employment Standards Code).*
- 5.1.3 *Substitutes that are employed for one-half (1/2) day shall be paid at fifty per cent (50%) of the rate for a full day substitute as per clause 5.1.4.*
- 5.1.4 *Daily Rate of Pay*
  - 5.1.4.1 *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be \$200.00 plus six per cent (6%) vacation pay of \$12.00 for a total of \$212.00.*
  - 5.1.4.2 *Effective June 10, 2022, 0.50% increase, the substitute teachers' daily rates of pay will be \$201.00 plus six per cent (6%) vacation pay of \$12.06 for a total of \$213.06.*
  - 5.1.4.3 *Effective September 1, 2022, substitute teachers shall be paid an additional compensation of 2% of the daily rate over daily rate set out in clause 5.1 in lieu of benefits.*
  - 5.1.4.4 *Effective September 1, 2022, 1.25% increase; the substitute teachers' daily rates of pay will be \$215.72 plus two per cent (2%) in lieu of benefits \$4.31 for a total of \$220.04.*
  - 5.1.4.5 *Effective September 1, 2023, 2% increase; the substitute teachers' daily rates of pay will be \$220.04 plus two per cent (2%) in lieu of benefits \$4.40 for a total of \$224.44.*

### 5.2 Commencement of Grid Rate

- 5.2.1 **Number of days to go on grid:** *A substitute teacher employed for more than four (4) consecutive school days as a replacement for a specific teacher shall be placed on the basic salary schedule on the fifth (5<sup>th</sup>) consecutive school day according to the substitute teacher's qualifications and experience.*
- 5.2.2 *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day, or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

### 5.3 Other Substitute Teacher Conditions

- 5.3.1 If a substitute teaching assignment is cancelled within twenty-four (24) hours of the assignment, that substitute teacher shall still be guaranteed a half day of work and, if worked, compensated one half of the daily rate as *clause* per 5.1.3.
- 5.3.2 Substitute teachers will be assigned duties and will be provided with breaks aligned with Employment Standards. The assignment shall exclude the supervision that precedes the first instructional block on the first day. In the event that the substitute teacher is covering multiple teaching assignments in the day, if possible, they will be notified when they are contacted for the position.
- 5.3.3 When a substitute teacher is hired, they shall follow the schedule, including prep / unassigned time (if tasks were provided by the absent teacher), where practicable, of the teacher the substitute teacher is replacing. Where the substitute teacher is replacing an administrator or where the teacher's schedule would be less than one point zero (1.0) FTE (part-time teacher) and the School Division is obligated to pay for a full sub day the principal or designate may adapt the schedule to fit the needs of the school. In emergent circumstances it is acknowledged that the school administrator retains the ability to make changes to the assignments of all teachers, in their school
- 5.3.4 When a substitute teacher is required to travel between multiple school sites during the same school day, or they are redeployed during the school day, they will be compensated for travel kilometrage at the School Division rate, for the distance between the school sites provided that the schools are more than ten kilometers (10 kms) apart. Mileage claims must be submitted monthly in conjunction with Administrative Procedure 514.
- 5.3.5 A substitute teacher who has worked for the School Division for twenty-five (25) days or more on May 31<sup>st</sup>, is entitled to claim one hundred dollars (\$100.00) for full completion of a maximum four (4) hours of School Division directed training / professional development.

## 6. PART TIME TEACHERS

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

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

**6.2.1** *Part-time teachers shall be eligible for salaries and allowances on a pro-rata basis in the proportion that their hours of work bear to the hours of work of full-time teachers.*

### **6.3 Part-time Teachers Benefits and Proration**

6.3.1 *Teachers teaching less than zero-point six (0.6) are eligible for benefit contributions on a pro-rata basis. Teachers teaching zero-point six (0.6) time, or more are eligible for full benefit contributions.*

### **6.4 Other Part-time Teacher Conditions**

6.4.1 Any teacher who is reduced to a part-time position by administration will retain all rights of full-time employment throughout said period. If the part-time position is terminated or if the teacher requests full-time employment, the teacher will be provided with full-time employment within one (1) year, providing a mutually acceptable position is available.

6.4.2 A part-time teacher's assignment should be contiguous. In the event that part-time teacher's assignment is not designed to be contiguous, they will be provided with a written rationale of the decision and will have the opportunity to appeal the assignment to the Assistant Superintendent of Employee Services for review.

6.4.3 Unless mutually agreed upon, a part-time teacher's part-time equivalent shall not be changed by more than zero point two-five (0.25) FTE in any given school year, without mutual agreement between the School Division and the teacher.

## **7. GROUP BENEFITS**

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

7.1.1 *The School Division will make available the following Alberta School Employee Benefit Plan (ASEBP) or equivalent plans and monthly contributions towards the total premiums as mutually agreed by both parties:*

7.1.1.1 *100% ASEBP - Life AD & D Plan 2*

7.1.1.2 *100% ASEBP - E.D.B. Plan D*

7.1.1.3 *100% ASEBP - EHC Plan 1*

7.1.1.4 *100% ASEBP - Dental Care Plan 3*

7.1.1.5 *100% ASEBP - Vision Care Plan 3*

7.1.1.6 *100% ASEBP – Health Spending Account / Wellness Spending Account*

### **7.2 Group Benefits Eligibility**

7.2.1 *Participation in the ASEBP (Life, AD & D Schedule 2; E.D.B. Plan D) shall be a condition of employment for all teachers coming on staff after January 1, 1977.*

### **7.3 Health Spending Account (HSA) and Wellness Spending Account (WSA)**

- 7.3.1 For each eligible teacher, the School Division will establish an HSA / WSA as offered by ASEBP.
- 7.3.2 The School Division will contribute seven hundred and twenty-five dollars (\$725.00) in equal monthly installments for each full-time eligible teacher. This amount shall be pro-rated for teachers employed less than full-time with the School Division. The unused balance will be carried forward for a total accumulation of two (2) years. The teachers leaving the employ of the School Division will forfeit any remaining balance. In this Article "eligible teacher" means any teacher on a continuing, probationary, interim, or temporary contract. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency (CRA) and the Income Tax Act of Canada for the benefit of the teacher, their partner, and dependents.
- 7.3.3 The contribution in clause 7.3.2 will be \$60.417 per month for each eligible teacher.
- 7.3.4 The School Division contribution for HSA / WSA shall be prorated for part-time teachers as per clause 6.3.

### **7.4 Other Group Benefits**

- 7.4.1 **Employment Insurance Premium Rebate:** It is understood that payments made toward the aforementioned benefit plans shall permit the School Division to retain and not pass on to teachers any rebates of premiums otherwise required under Employment Insurance regulations.
- 7.4.2 Provided it is consistent with the provisions of the *Federal Income Tax Act*, the School Division contributions under this Article will be applied in such a manner that the taxable benefit cost for each teacher will be reduced to as minimal level as possible based on the benefits for which each teacher is enrolled.
- 7.4.3 Contributions will be applied in the following order:
- ASEBP EHC Plan 1
  - ASEBP Dental Care Plan 3
  - ASEBP E.D.B. Plan D
  - ASEBP Vision Care Plan 3
  - ASEBP Life and AD & D Plan 2
- 7.4.4 **Subrogation:** If a teacher receives sick leave benefits because they have been injured through the fault of another party, the School Division has subrogation rights. This means the teacher may make a claim to recover the amount of these benefits from the other party. Depending upon the amount of the outcome of the teacher's claim, the teacher may be obliged to reimburse the

School Division for any benefits which the teacher has been paid or will be paid to them.

## **8. CONDITIONS OF PRACTICE**

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

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

### **8.2 Assignable Time Definition**

- 8.2.1 *Assigned Time is defined as the amount of time that School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
  - a) *operational days (including teachers' convention);*
  - b) *instruction;*
  - c) *supervision, including before and after classes, transition time between classes, recesses, and lunch breaks;*
  - d) *parent teacher interviews and meetings;*
  - e) *School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3;*
  - f) *staff meetings;*
  - g) *time assigned before and at the end of the school day; and,*
  - h) *other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*
- 8.2.2 *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*
- 8.2.3 *Time spent traveling to and from professional development opportunities identified in clause 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if;*

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

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

- 8.3.1 *Subject to the approval of the superintendent, staff deployment is the responsibility of the principal.*

### **8.4 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.*

- 8.4.1 *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.*
- 8.4.2 *When reasonable, this break shall occur in the middle of the assignment.*
- 8.4.3 *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

## **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 and Sabbatical Fund

- 9.2.1 A fund will be available for both Professional Development and Sabbatical Leaves for teachers. The fund shall be composed of:
- 9.2.1.1 A Professional Development fund of three hundred and fifty dollars (\$350.00) per teacher based on the full-time equivalent teacher count as at September 30<sup>th</sup> of the previous year; and
  - 9.2.1.2 A Sabbatical Leave fund of ninety-five per cent (95%) of the fourth (4<sup>th</sup>) year minimum salary as at September 30<sup>th</sup>.
  - 9.2.1.3 In the event that no candidate is selected for Sabbatical Leave, the funds for same shall be added to the Professional Development fund of that year.
  - 9.2.1.4 All monies not used in a specific year shall be forwarded to the Professional Development Fund of the following year.
  - 9.2.1.5 The ATA Local Professional Development Committee will report to the School Division annually the following information : 1) Total dollars in the fund; 2) The number of teachers accessing the fund; 3) Summary of the focus of professional development activities.
- 9.2.2 *Sabbatical leaves may be granted for periods of time equivalent to one (1) quarter, one (1) semester or a full year. A committee composed of three (3) School Division representatives and three teacher representatives shall select the candidate(s) for the Sabbatical(s).*
- 9.2.2.1 *The equivalent of one full year's Sabbatical Leave shall be allocated each year if there are sufficient applicants.*
  - 9.2.2.2 *All applications for a Sabbatical Leave shall be submitted to the superintendent by January 31<sup>st</sup>, with a copy to the Chairman of the Professional Development Committee. The Sabbatical Committee shall review all applications and select the candidate(s) by March 1<sup>st</sup>.*
- 9.2.3 *For the guidance of this committee the following regulations shall apply:*
- 9.2.3.1 *To be eligible for a Sabbatical Leave a teacher must have been employed by the School Division for at least five (5) years.*
  - 9.2.3.2 *Experience increments will not be granted to teachers for the period of the Leave.*
  - 9.2.3.3 *A teacher granted Sabbatical Leave shall enter into an individual written agreement with the School Division on conditions under which the teacher may return to the school system at the conclusion of the Leave provided this contract does not contravene the collective agreement.*

9.2.3.4 *Teachers granted Sabbatical Leave shall return to their duties at the beginning of the school year or the beginning of a semester, whichever occurs first, following expiration of the Sabbatical Leave, and the teacher shall not resign or retire from the services of the School Division for at least two (2) years after return to duties. If the teacher terminates employment before the two (2) year return service commitment, then the teacher shall reimburse the Professional Development Fund any sabbatical pay pro-rated.*

## **10. SICK LEAVE**

- 10.1 *Annual sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness, or disability, in accordance with the following schedule:*
- 10.1.1 *In the first year of service with the School Division, two and a half (2.5) days per month of employment to a maximum of twenty (20) operational days.*
- 10.1.2 *After one (1) year of service, ninety (90) calendar days.*
- 10.2 *After ninety (90) consecutive days of continuous disability, salary payment shall be terminated subject to the following provisions:*
- 10.2.1 *Zero point five per cent (0.5%) of the teacher's annual salary shall be paid for each day the teacher taught if the teacher taught for less than one hundred (100) days.*
- 10.2.2 *the annual salary shall be paid, less zero point five per cent (0.5%) of the annual salary, for each day the teacher does not teach if the teacher has taught one hundred (100) or more days.*
- 10.3 *Where a teacher has suffered an illness and / or has been paid under the provisions of the ASEBP, upon the teacher's return to duty, the teacher shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule:*
- 10.3.1 *Less than one (1) year of service, nil.*
- 10.3.2 *After one (1) year of service, ninety (90) calendar days.*
- 10.4 *The sick leave credit of a teacher on an approved leave of absence will not be altered.*
- 10.5 *Payment for sick leave will be made to teachers under the foregoing regulations, subject to the following conditions:*
- 10.5.1 *A teacher who is absent from school for a period of up to (and including) three (3) consecutive days will report as soon as possible to the school principal. A declaration explaining the absence may be requested by the superintendent on a form provided by the School Division.*

- 10.5.2 *A teacher who is absent from school for more than five (5) consecutive days shall provide the superintendent with a certificate signed by a qualified medical or dental practitioner.*
- 10.5.3 *A teacher whose sickness extends for a period of over one (1) month may, at the discretion of the School Division, be required to furnish further medical certificates at the end of each month during the period of sickness.*

## **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.*
- 11.2.7 *A teacher entitled to additional parent leave beyond the maximum identified in clause 11.2.1. The additional parental leave shall not extend more than one hundred and four (104) week beyond the child's birth or placement in the home, and shall be without pay, allowances (if applicable), and School Division benefit premiums beyond what is already provided in 11.2.5. If this additional parental leave is accessed by the teacher, the return to work date shall be the nearest start of the semester or school year or such other date as is mutually agreed.*

### **11.3 Salary and Benefit Premium Payment Health Related**

- 11.3.1 *The School Division shall top up Supplementary Employment Benefits (SEB) to one hundred per cent (100%) of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2 *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3 *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4 *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account 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 per cent (100%) of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*
- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums and shall reimburse the School Division upon receipt of an invoice.*
- 11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 1.4.3.*

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

- 12.1 *For personal reasons, and subject to the operational needs of the school, teachers shall be granted one (1) personal day per school year at no cost to the teacher. Unused days referred to in this Article shall accumulate to a maximum of three (3) days. No more than three (3) days of such leave may be used in the same school year.*
- 12.2 *Temporary leave of absence with pay, provided the School Division is reimbursed by deducting from the teacher's wages the costs of a substitute teacher, may be granted to school-based teachers upon approval by the principal (if the leave occurs on a Professional Development, Teacher Preparation, or Teachers' Convention Day, this deduction shall be credited to the Professional Development Fund). All other certificated staff, including principals, may be granted temporary leave of absence upon approval by the superintendent.*
  - 12.2.1 *Who attend any public event of educational value.*
  - 12.2.2 *For personal reasons for not more than three (3) days per school year.*

### 13. ASSOCIATION LEAVE AND SECONDMENT

*Effective until August 31, 2022*

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

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

- 14.1.1 *A temporary leave of absence with pay will be granted whenever the teacher is absent, as follows:*
- 14.1.2 *For not more than three (3) teaching days because of each critical illness of spouse, parent, child, sibling, or parent of spouse. One (1) additional day for necessary travel will be granted. Extra days may be granted at the discretion of the Superintendent of Schools.*
- 14.1.2.1 *Critical illness shall be defined as a medical condition with a significant risk of death within twenty-six (26) weeks and shall be determined by a certificate from a medical doctor if required and paid for by the School Division up to thirty-five dollars (\$35.00).*
- 14.1.3 *For not more than three (3) teaching days because of death of spouse, parent, child, sibling, or parent of spouse. One (1) additional day for necessary travel will be granted. Extra days may be granted at the discretion of the Superintendent of Schools.*
- 14.1.4 *For not more than two (2) teaching days because of the death of each grandparent, grandparent of spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or close friend. One (1) additional day for necessary travel will be granted.*

### **14.2 Family Medical Leave**

- 14.2.1 *In any one (1) school year, not more than two (2) days, one (1) day at no loss of wages and one (1) day where the School Division is reimbursed for the cost of a substitute teacher, to attend to provide care for a family member, make arrangements for medical care of a family member, or attend to other issues necessary for long-term or emergent medical support of a family member. Family is defined as spouse, child, parent, and sibling.*

### **14.3 Convocation and University Examination Leave**

- 14.3.1 For one (1) day necessary to write each examination in an academic or professional course.
- 14.3.2 For not more than two (2) days to attend convocation exercises (the second day is only provided when the convocation exercises are at least three hundred kilometres (300 kms) away from High River) at a post-secondary institution at which the teacher, or the teacher's child, grandchild, spouse, or parent is receiving a degree / graduating from a program.
- 14.3.3 For not more than one half (1/2) day to attend the high school graduation of their child or grandchild if graduating from a Foothills School Division school and not more than one (1) day to attend the high school graduation of their child or grandchild if graduating from a school outside of the School Division.

### **14.4 Professional Improvement**

- 14.4.1 *For the days necessary to attend a conference, convention, institute, meeting, etc., as authorized and granted by the School Division.*

### **14.5 Impassable Roads / Inclement Weather / School Closure leave**

- 14.5.1 A teacher who, despite reasonable effort, is unable to travel to their school from their usual place of residence because of (a) inclement weather, (b) impassable road conditions, or (c) failure of transportation facilities other than their own.

### **14.6 School Closure**

- 14.6.1 Days where the School Division closes the school for health and safety reasons or physical plant breakdown: the School Division may require the school administrator(s) to remain on site during normal school hours during these closures.

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

- 14.7.1 *For not more than one (1) day for paternity leave for the birth or adoption of the teacher's own child.*
- 14.7.2 *A teacher shall be granted up to a maximum of three (3) days' leave with pay, providing the School Division is reimbursed for the cost of a substitute teacher, for the purposes of completing the necessary documentation, attending interviews with an appropriate authority, and receiving the adoptive child.*

### **14.8 Jury Duty / Court Leave**

- 14.8.1 *Leave of absence without loss of pay shall be granted, other than an employee already on leave without pay, on sabbatical leave, or under suspension:*



- 14.8.1.1 *for jury duty or any summons related thereto;*
- 14.8.1.2 *to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.*
- 14.8.1.3 *Any compensation received from Jury / Court Leave will be reimbursed to the School Division.*

**14.9 Discretionary Leave**

- 14.9.1 Additional leaves of absence with or without pay may be granted to teachers for reasons deemed reasonable by the Superintendent of Schools.
- 14.9.2 A teacher who has been granted leave of absence without pay for in excess of sixty (60) calendar days shall not be eligible for paid leave benefits, or the School Division contribution to the benefit plans set forth in Article 7. However, where allowed by the provisions of a benefit plan the teacher may prepay the full premium contribution costs, including the School Division's portion, and retain coverage under the plan.

**14.10 Deferred Salary Leave Plan**

- 14.10.1 A Deferred Salary Leave Plan will be maintained by the School Division - as per current School Division practice, as of October 1, 2003.

**15. GRIEVANCE PROCEDURE**

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

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

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

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

15.12.1 *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second (2nd) 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 Expense Claims**

16.1.1 Payment of a travelling allowance according to the School Division's expense reimbursement policy shall be made to teachers who travel on school business at the request of the School Division.

### **16.2 Transfers**

16.2.1 The School Division shall be responsible for the moving of a teacher or shall pay, subject to prior approval, moving expenses incurred by the teacher, as a result of a School Division ordered transfer to another school.

16.3 Teachers required to teach in two (2) or more schools in one (1) day shall be paid kilometrage or travel allowance at the same rate as other School Division personnel , provided those schools are more than ten kilometres (10 kms) apart. Mileage claims must be submitted monthly in conjunction with Administrative Procedure 514.

16.4 The School Division shall make available the ATA Group Registered Retirement Savings Plan through a payroll deduction system . Where possible, teachers shall endeavor to make no more than one (1) payroll savings election during any one (1) school year. The Association agrees to indemnify and hold the School Division harmless against any claim or liability arising out of or resulting from the operation of this Article.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF** the parties have executed this agreement this 1st day of February, 2023.4

**ON THE BEHALF OF THE ASSOCIATION**

**ON BEHALF OF THE SCHOOL DIVISION**



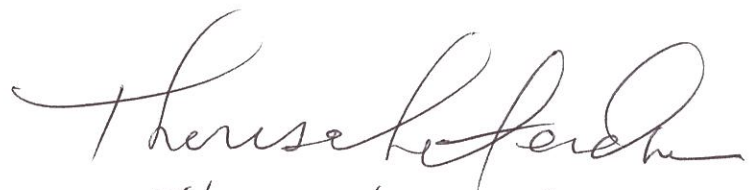
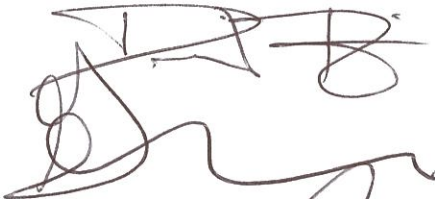
Sean Brown  
Associate Coordinator, Collective Bargaining,  
Teacher Employment Services



Drew Chipman  
Assistant Superintendent  
Corporate Services  
Foothills School Division



Allen Davidson  
Assistant Superintendent  
Employee Services  
Foothills School Division



Theresa Letendre  
Board Chair  
Foothills School Division  
Board of Trustees

## **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 agreement that are alleged to have been violated; and,*
  - 15.4.4 *the remedy or correction being sought.*

- 15.5 *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.*
- 15.5.1 *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6 *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1 *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7 *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the School Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8 *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9 *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10 *Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11 *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12 *By mutual consent, the parties may agree to convene a three (3) member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three (3) member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1 *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second (2nd) 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 clauses 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 agreement, if the proclamation of the above noted legislation results in additional costs for teachers or School Divisions, TEBA and the Association shall meet within sixty (60) days to discuss the appropriate apportionment of costs.*

## LETTER OF UNDERSTANDING #6

### EXPEDITED ARBITRATION (12 MONTH-PILOT)

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



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

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

**LETTER OF UNDERSTANDING #7**

**DUTY TO ACCOMMODATE**

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

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

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

## **LETTER OF UNDERSTANDING #8**

### **DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE**

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

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

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

#### **NOW THEREFORE THE PARTIES AGREE THAT:**

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

**LETTER OF UNDERSTANDING #9**

**EXPERIENCE FORM**

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

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

**LETTERS OF UNDERSTANDING: LOCAL**

**LETTER OF UNDERSTANDING #10**

**EXTRA-CURRICULAR ACTIVITY**

The School Division and the Association both acknowledge the value of extra-curricular activities in enriching our schools. However, teacher participation in extra-curricular activities is voluntary. Should a teacher decide to participate in such activities, the teacher will not be paid for such service and extra-curricular activities shall not count toward assigned time.



## **LETTER OF UNDERSTANDING #11**

### **COMMUNICATION AND COLLABORATION**

The parties acknowledge the value of communication and collaboration. The Exec Plus Exec Committee meetings shall be established to continue this open line of communication and collaboration. There shall be a minimum of two (2) meetings a year of the Exec Plus Exec Committee and shall be scheduled as mutually agreed upon. The committee shall be comprised of the executive members of the ATA Local No.16 and the executive administration of the Foothills School Division.

**LETTER OF UNDERSTANDING #12**

**SCHOOL CALENDAR**

The School Division will provide an opportunity for teachers to offer input into the creation of School Division calendars.