

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 ST. THOMAS AQUINAS ROMAN CATHOLIC
SEPARATE SCHOOL DIVISION**

And

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024

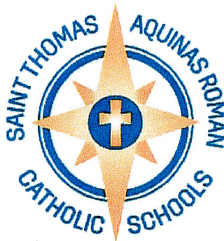


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This collective agreement is made this 28 day of December, 2023 between The St. Thomas Aquinas Roman Catholic Separate School Division ("School Division") and The Alberta Teachers' Association ("Association").

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 salaries have been the subject of negotiations between the parties and

WHEREAS the parties desire that these matters be set forth in an agreement to govern certain terms of employment of the teachers,

NOW THEREFORE THIS AGREEMENT WITNESSETH:

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, the following positions are excluded from the bargaining unit:
 - 1.2.1. Superintendent
 - 1.2.2. 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 employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the School Divisions and to bind the School Divisions in any agreement with respect to central terms.*

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

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

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

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

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

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

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

1.11. **Structural Provisions**

1.11.1. *The Teacher Board Advisory Committee will continue as per School Division policy.*

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.*

2.6.2.1. *At the first meeting between the parties they shall exchange all amendments sought. Bargaining shall be expressly limited to the written items contained in the two (2) lists of amendments.*

2.7. Opening with Mutual Agreement

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

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

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

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

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

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

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

2.8.2.3. *Most recent School Division financial statements;*

2.8.2.4. *Total benefit premium cost;*

2.8.2.5. *Total substitute teacher cost; and,*

2.8.2.6. *Total allowances cost.*

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

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

2.8.1.1. *name;*

2.8.1.2. *certificate number;*

2.8.1.3. *home address;*

2.8.1.4. *personal home phone number;*

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

2.8.1.6. *contract type;*

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

2.8.1.8. *salary grid placement.*

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

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

2.8.2.1. *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.*

3. SALARY

3.1. Salary Pay Date / Schedule

3.1.1. *Save and except for substitute teachers, each teacher shall be paid one-twelfth (1/12) of their annual rate of salary on or before the twenty-fifth (25) day of the month from September to August inclusive provided that the December payment shall be made prior to the last teaching day in December.*

3.1.2. *Payment shall be made by automatic deposit.*

3.2. Grid

3.2.1. *The amount of university education of a teacher and the years of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Division.*

3.2.2. *The following are the minimum and maximum salary rates, and the experience increments for each year of university education.*

3.2.3. *Salary Schedule*

3.2.3.1. *Effective until June 9, 2022*

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	59,305	62,700	66,599
1	62,716	66,113	70,010
2	66,126	69,523	73,427
3	69,538	72,936	76,834
4	72,948	76,344	80,243
5	76,357	79,756	83,655
6	79,769	83,166	87,069
7	83,176	86,576	90,478
8	86,587	89,986	93,888
9	90,002	93,398	97,300
10	94,178	97,573	101,477

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

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	59,602	63,014	66,932
1	63,030	66,444	70,360
2	66,457	69,871	73,794
3	69,886	73,301	77,218
4	73,313	76,726	80,644
5	76,739	80,155	84,073
6	80,168	83,582	87,504
7	83,592	87,009	90,930
8	87,020	90,436	94,357
9	90,452	93,865	97,787
10	94,649	98,061	101,984

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

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

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	60,347	63,802	67,769
1	63,818	67,275	71,240
2	67,288	70,744	74,716
3	70,760	74,217	78,183
4	74,229	77,685	81,652
5	77,698	81,157	85,124
6	81,170	84,627	88,598
7	84,637	88,097	92,067
8	88,108	91,566	95,536
9	91,583	95,038	99,009
10	95,832	99,287	103,259

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

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

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	61,554	65,078	69,124
1	65,094	68,621	72,665
2	68,634	72,159	76,210
3	72,175	75,701	79,747
4	75,714	79,239	83,285
5	79,252	82,780	86,826
6	82,793	86,320	90,370
7	86,330	89,859	93,908
8	89,870	93,397	97,447
9	93,415	96,939	100,989
10	97,749	101,273	105,324

**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 1st, and February 1.*
- 3.3.3. *For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four (4) years education.*
 - 3.3.3.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
 - 3.3.3.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

- 3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within sixty (60) operational days from the date of completion of education or commencement of employment.*
- 3.3.4.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
- 3.3.4.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

3.4. Experience

Teachers shall:

- a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
- b) *Not gain experience during vacation periods and leaves of absence without salary.*
- 3.4.1. *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*
- 3.4.2. *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*
- 3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

Prior Experience

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.*
- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*
- b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall*

adjust the teacher's salary retroactively to the commencement of employment.

- c) If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

3.4.7. The School Division shall recognize prior teaching experience as if it were earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.

3.4.8. A teacher requesting that the School Division recognize experience earned with a previous school division shall provide to the School Division written confirmation from the previous school division certifying:

- a) The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*

- b) The position held while earning the experience was one that required a valid teaching certificate; and,*

- c) The written confirmation is signed by an authorized officer of the previous school division.*

3.4.9. The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between school divisions covered by PECBA. At the time of movement from another school division, the receiving School Division shall assume the recognition of experience provided by the previous school division.

Effective until June 9, 2022

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

Effective June 10, 2022, repeal 3.4.10

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

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

3.5.1. A Vocational and CTS teacher is a person who holds a valid Alberta teaching certificate and a journeyman trade certificate.

- 3.5.2. *The School Division shall have the right to determine the initial grid placement as they deem reasonable and necessary.*
- 3.5.3. *Recognition of one (1) year of education beyond the evaluation granted according to clause 3.3 of this collective agreement may be given by the School Division to Vocational and / or CTS teachers who possess any or all of the following qualifications which have not contributed to the evaluation under clause 3.3:*
- a) *A certificate of proficiency in a designated trade (journeyman's certificate or master's ticket), in the field related to the teacher's assignment, recognized by the Alberta Apprenticeship Board;*
 - b) *Successful completion of a two (2) year course in a field related to the teacher's assignment at a school of technology.*
- 3.5.4. *A Vocational and CTS teacher who no longer teaches courses in the field related to their journeyman or ticket qualifications will not retain the additional educational recognition.*
- 3.5.5. *Recognition of relevant trade experience which has not contributed to the evaluation of experience granted under clause 3.4 of this collective agreement may be granted by the School Division as valid experience for grid placement under the following conditions:*
- a) *The trade experience was obtained while holding a valid journeyman's certificate or master's ticket and must be in a field related to the teacher's assignment of which the teacher is teaching a minimum of point five (0.5) full-time equivalent.*
 - b) *Such experience must be in the vocational area that the candidate is registered in while pursuing the university vocational education program.*
 - c) *One (1) year of experience on the grid will be granted for each year of full-time vocational experience up to a maximum of seven (7) years.*

3.6. Service Outside Operational Days

- 3.6.1. Teachers (including but not limited to counsellors, directors, beginning teachers) who provide service to the School Division outside of the regular school calendar or school day at the request of the superintendent shall be compensated at a rate of one two-hundredth (1/200) per full day or one four-hundredth (1/400) per half day (three (3) hours or less).

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Administration Allowances

4.1.1. Principal Allowances

4.1.1.1. *In addition to the salary under clause 3.2, the principal shall receive an allowance based on numbers of students supervised in the three (3) level range below:*

Number of Students	Effective until June 9, 2022	Effective June 10, 2022 0.50% Increase	Effective September 1, 2022 1.25% Increase	Effective September 1, 2023 2.00% Increase
0–400	\$ 24,473	\$ 24,595	\$ 24,902	\$ 25,400
401–550	\$ 27,360	\$ 27,497	\$ 27,841	\$ 28,398
551 '+'	\$ 30,232	\$ 30,383	\$ 30,763	\$ 31,378

4.1.1.2. *The principal's allowance shall be increased year-over-year by the same percentage increases as the salary grid.*

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

4.1.2. Vice-Principal Allowance

4.1.2.1. *A vice-principal shall be paid fifty per cent (50%) of the principal's allowance.*

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

4.1.3. Theological Studies Certificate Allowance

4.1.3.1. *A teacher who has successfully completed a certificate in theological studies (prior to September 1, 2012) and / or the certificate in Catholic School Administration from Newman Theological College in Edmonton, Alberta, as recognized by the School Division will be paid an annual allowance, provided that these certificates are not recognized by Teacher Qualification Services for grid placement.*

Effective until June 9, 2022	Effective June 10, 2022 0.50% Increase	Effective September 1, 2022 1.25% Increase	Effective September 1, 2023 2.00% Increase
\$ 1,315.65	\$ 1,322.23	\$ 1,338.76	\$ 1,365.53

4.1.4. Divisional Director Allowance

4.1.4.1. *The superintendent or designate may appoint divisional directors where such positions are deemed necessary by the School Division.*

4.1.4.2. *A divisional director shall be paid a salary equal to their grid placement plus seventy-five per cent (75%) of the 0-400 student allowance as listed in clause 4.1.1.*

4.2. Red Circling

4.2.1. In the case that the superintendent or designate transfers an administrator, the affected administrator's administrative allowance shall not be reduced below their current administrative allowance for two (2) school years following the transfer.

4.2.2. If the administrator requests a transfer or applies to an open position, the affected administrator's administrative allowance shall be paid at the rate prescribed in clause 4.1.1.

4.3. Acting / Surrogate Administrators – Compensation

4.3.1. In the absence of the principal and vice-principal a teacher shall be designated by the superintendent or designate to be an acting principal and shall be paid, on a daily basis, one two-hundredth (1/200) of the vice-principal's allowance. On the sixth (6) day, the teacher designate will receive one two-hundredth (1/200) of the principal's allowance.

4.3.2. In a school where there is no vice-principal, a teacher shall be designated by the superintendent or designate to be the relief principal in the absence of the principal and shall be paid, on a daily basis, one two-hundredth (1/200) of fifty per cent (50%) of the principal's allowance.

4.3.3. When, in the absence of the principal, the vice-principal acts in relief of the principal for a period of five (5) or more consecutive operational days, the vice-principal shall assume the position of acting principal and shall receive an allowance equivalent to that of the principal for the period from and including the sixth (6) day until the return of the regular principal.

4.4. Teachers with Principal and Assistant / Vice-Principal Designations

4.4.1. *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.*

4.4.2. *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.

- 4.4.3. *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.*
- 4.4.4. *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 2023-24 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.4.5. *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.*

4.5. Administrator Lieu Days

- 4.5.1. *Effective September 1, 2023, school-based principals will be granted two (2) days, in lieu per school year at no cost, at a time mutually agreeable to the principal and the superintendent or designate.*
- 4.5.2. *Effective September 1, 2023, school-based vice-principals will be granted two (2) days, in lieu per school year at no cost, at a time mutually agreeable to the vice-principal, principal and the superintendent or designate.*
- 4.5.3. *The days must be taken by June 30 of the school year or the days will be forfeited and no payment shall be made in lieu.*

4.6. Other Administrator Conditions

- 4.6.1. *Allocation and Appointment of Administration:*
 - 4.6.1.1. *The superintendent / designate may designate a teacher(s) to be vice-principal(s), regardless of the number of full-time equivalent students. The superintendent / designate and the principal of the school concerned may determine that an alternative administrative agreement may be more practical.*

- 4.6.1.2. *At a minimum standard, the School Division will examine the need for a vice-principal(s) once a school population reaches two hundred (200) students.*

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

- 5.1.1. *A substitute teacher is a teacher employed on a day-to-day or half-day basis where a contract of employment is not in effect.*

5.1.2. Full Day Rate

- 5.1.2.1. *Effective until June 9, 2022, the substitute teachers' daily rates of pay will be \$207.01 plus six per cent (6%) vacation pay of \$12.42 for a total of \$219.43.*
- 5.1.2.2. *Effective June 10, 2022, 0.50% increase, the substitute teachers' daily rates of pay will be \$208.05 plus six per cent (6%) vacation pay of \$12.48 for a total of \$220.53.*
- 5.1.2.3. *Effective September 1, 2022, 1.25% increase, the substitute teachers' daily rates of pay will be \$223.29 plus two per cent (2%) in lieu of benefits, \$4.47 for a total of \$227.76.*
- 5.1.2.4. *Effective September 1, 2023, 2.00% increase, the substitute teachers' daily rates of pay will be \$227.76 plus two per cent (2%) in lieu of benefits, \$4.56 for a total of \$232.32.*

5.1.3. Partial Day Rate

- 5.1.3.1. *A substitute teacher shall be paid sixty per cent (60%) of the full day rate indicated in clause 5.1.2 for each partial day worked. A teacher who works more than sixty per cent (60%) of an instructional day shall receive one hundred per cent (100%) of the substitute teacher's daily rate. If a teacher works two (2) partial day assignments on the same day, they shall receive one hundred per cent (100%) of the substitute teacher's daily rate of pay.*
- 5.1.3.2. *A substitute teacher shall be paid a minimum of one (1/2) half-day at the rate indicated in clauses 5.1.2 and 5.1.3 for each partial day worked. If the assignment includes time in both the morning and afternoon the substitute shall be paid for a full day.*
- 5.1.4. *Notwithstanding the foregoing, if an individual employed as a teacher is also employed as a substitute teacher, the total pay for any day shall not exceed one two-hundredth (1/200) of the applicable grid rate of the individual at one-point zero (1.0) FTE.*

5.2. Commencement of Grid Rate

5.2.1. **Number of days to go on grid:** *Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive instructional days in the same position, shall be paid effective the sixth (6) instructional day according to placement on the salary grid, subject to the terms of this agreement.*

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. Hiring a Substitute Teacher

5.3.1. When a teacher is absent the following conditions apply:

5.3.1.1. A certificated substitute will be hired to perform that teacher's instructional responsibilities, whenever reasonably practicable.

5.3.1.2. If the assignment of the teacher or administrator does not require a replacement for instructional duties, a substitute teacher may or may not be hired, as determined by the principal or vice-principal.

5.3.1.3. Where the substitute teacher is replacing a part time teacher, the substitute teacher shall follow the duties of the teacher they are replacing and be assigned duties where needed during the unassigned portions of the day (or half day) by the principal or vice-principal. For non-instructional roles, such as an administrator, the substitute teacher will be assigned where needed by the principal or vice-principal based on their half or full day rate of pay.

5.4. Assigned Duties of Substitute Teacher

5.4.1. When a substitute teacher is hired, they shall follow the schedule / duties of the teacher they are replacing. In the event that an absent teacher has not provided tasks for preparation periods, the substitute teacher will consult with the school administrator for alternate duties / assignments. It is acknowledged that the school administrator retains the ability to make changes to the assignments of all teachers in their school.

5.5. Cancellation of Assignment

5.5.1. Cancellation of Substitute Teacher Assignment by the School Division

5.5.1.1. When a substitute teacher has accepted employment and a cancellation occurs, on the School Division Absence Entry Program, later than 6:00 pm on the evening prior to the assignment commencing and the substitute teacher still reports to the site, they shall carry out those duties that are assigned by the principal:

- 5.5.1.2. The substitute teacher will be paid the half (1/2) day rate for assignments scheduled for a half (1/2) day, and
- 5.5.1.3. No more than the full day rate for assignments scheduled for full day.
- 5.5.1.4. The substitute teacher may instead choose to pick up an alternate available assignment.

5.5.2. Cancellation by Substitute Teacher

- 5.5.2.1. Any elective non-medical cancellations which occur no later than 6:00 p.m. on the evening prior to the assignment, substitute teachers, who cancel, will not be allowed to pick up any assignment with the School Division for that day that was cancelled.

5.6. Substitute Teacher Professional Development

- 5.6.1. As a condition of employment, new substitute teachers must complete the Public Works / OH&S training in-service. Upon the completion of the equivalent of twenty (20) full substitute days within the first school year of employment with the School Division and at the request of the substitute teacher, verifying completion of the initial training for up to three point five (3.5) hours, the School Division shall reimburse the newly hired substitute teacher one-half (1/2) of the daily substitute rate. All requests for payment by the substitute teacher must be submitted to Human Resources no later than June 30 of their first school year with the School Division.

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. Alteration of Part-Time Equivalent

- 6.2.1. A continuous part-time teacher's FTE will not be varied by more than zero point two-five (0.25) FTE from the prior year's assignment without mutual agreement by both the teacher and the School Division.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier, and Premiums

- 7.1.1. *The School Division shall contribute one hundred per cent (100%) of the premiums of the following benefits (clauses 7.1.1.1; 7.1.1.2; 7.1.1.3; 7.1.1.4; and 7.1.1.5) for full-time teachers. The School Division shall contribute one hundred per cent (100%) of the premiums of the following benefits (clauses 7.1.1.1, 7.1.1.2; 7.1.1.3; 7.1.1.4; and 7.1.1.5) prorated for part-time teachers as per the following formula:*

$$\frac{n}{FTE} \times 100 \text{ per cent}$$

$$n = \text{per cent of part-time} \\ FTE = 1$$

- 7.1.1.1. *Alberta School Employee Benefit Plan (ASEBP) Life Insurance Plan 2 and Extended Disability Insurance, Plan D. Participation in the insurance is mandatory and a condition of employment.*
- 7.1.1.2. *ASEBP Extended Health Care Plan 1*
- 7.1.1.3. *ASEBP Dental Plan 3*
- 7.1.1.4. *ASEBP Vision Care Plan 3*
- 7.1.1.5. *Any savings realized by the School Division as a result of reduced employment insurance benefits shall be used by the School Division to reduce its cost of insurance and health care.*

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

- 7.2.1. *The School Division will contribute seven hundred and thirty dollars (\$730.00) per school year to an HSA / WSA for each eligible teacher. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency (CRA) and the Income Tax Act of Canada. Any unused balance will be carried forward for a total accumulation of two (2) years. Teachers leaving the employ of the School Division will forfeit any unused balance.*
- 7.2.2. *“Eligible teacher” under this provision means a teacher with more than six (6) month’s service with the School Division and employed by the School Division under a continuing, probationary, or temporary contract of at least five (5) months duration as of September 1 to October 31 of the school year.*

7.3. New Teacher Eligibility

- 7.3.1. *New teachers who voluntarily attend New Teacher Orientation will be placed on ASEBP benefits effective the first (1) day of New Teacher Orientation.*

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

- 8.1.1. *Effective until August 31, 2022, teacher instructional time will be capped at nine hundred and seven (907) hours per school year.*
- 8.1.1. *Effective September 1, 2022, teacher instructional time will be capped at nine hundred and sixteen (916) hours per school year commencing the 2022-2023 school year.*

8.1.2. *Teacher assignable time will be capped at twelve hundred (1200) hours per school year.*

8.2. Assignable Time Definition

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

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

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

8.2.3. *Time spent traveling to and from professional development opportunities identified in clause 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*

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

8.3. Duty Free Lunch

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

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

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

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

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. Staff Development

9.2.1. *The Staff Development Fund will only be accessible to St Thomas Aquinas Roman Catholic Separate School Division teachers on contract and who will be on contract at the time of the professional development.*

9.2.2. *The fund is not accessible to substitute teachers.*

9.2.3. *The fund will be divided into two (2) parts:*

9.2.3.1. *Effective until August 31, 2023, funds for individual professional development activities or resources related to School Division goals, school goals and individual teacher's professional growth plan.*

9.2.3.1. *Effective September 1, 2023, funds for individual professional development activities or resources related to School Division goals, school goals, the teacher's individual professional development needs or the individual teacher's professional growth plan.*

- 9.2.3.2. A maximum of twenty-five per cent (25%) of the funds will be allocated for individual graduate programs. Any unused monies shall be returned to the professional development activities allocation.
- 9.2.4. To access individual professional development funds, (listed as clause 9.2.3.1), there is no requirement for length of service with the School Division.
- 9.2.5. To access graduate level courses, (listed as clause 9.2.3.2), a teacher must have been employed for a minimum of two (2) years full-time FTE and under continuous contract with the School Division.
- 9.2.6. Within the school year, the amount allocated in clause 9.2.3.1 of the Staff Development Fund, will be broken into two (2) parts; 1) September 1 to January 31, and 2) February 1 to August 31, as determined by the Staff Development Fund Committee.
- 9.2.7. Effective until August 31, 2023, effective September 1 of each school year, an amount of sixty-six thousand eight hundred dollars (\$66,800) will be provided for purposes of supporting professional development activities, tuition support and release time through funding substitute days.
- 9.2.7. Effective September 1, 2023, effective September 1 of each school year, an amount of seventy thousand dollars (\$70,000) will be provided for purposes of supporting professional development activities, tuition support and release time through funding substitute days.
- 9.2.8. Effective until August 31, 2023, funds will be administered by the School Division with usage updates provided to the Staff Development Fund Committee quarterly.
- 9.2.8. Effective September 1, 2023, funds will be administered by the School Division with usage updates provided to the Staff Development Fund Committee quarterly. The Staff Development Fund Committee shall meet at least twice during a school year to review the Staff Development Fund usage rates, the Staff Development Fund budget, and to yearly review the staff funding guidelines. Funding guidelines will be set for the following year at the last Staff Development Fund Committee meeting of the school year.
- 9.2.9. Effective until August 31, 2023, previous years unspent funds plus the current contributions cannot exceed seventy-five thousand dollars (\$75,000).
- 9.2.9. Effective September 1, 2023, previous years unspent funds plus the current contributions cannot exceed eighty-five thousand dollars (\$85,000).

9.2.10. Staff Development Fund Committee

Effective September 1, 2023, membership of the Staff Development Fund Committee shall consist of two (2) School Division representatives and two (2) local representatives. Each party shall be responsible for the payment of the attendance and associated costs of their respective representatives on the committee.

The mandate of the committee will be to

- 9.2.10.1. Effective until August 31, 2023, to provide access to funds to support costs incurred in professional development activities or resources related to the School Division goals, school goals and individual teacher's professional growth plan and establish guidelines for the administration of the fund, and to ensure that regular operations of the school are not unduly disturbed.
- 9.2.10.1. Effective September 1, 2023, to provide access to funds to support costs incurred in professional development activities or resources related to the School Division goals, school goals, the teacher's individual professional development needs, or the individual teacher's professional growth plan and establish guidelines for the administration of the fund, and to ensure that regular operations of the school are not unduly disturbed.
- 9.2.10.2. All teachers applying to the committee for professional development support will receive the support of the principal. In the absence of support of the principal, the principal must give written rationale outlining the reasons providing a copy to the teacher and to the committee. The committee will take into consideration the recommendation of the principal when it considers the application of the teacher.
- 9.2.10.3. Where the committee is unable to come to a decision regarding a request for the distribution of funds, the superintendent or designate will have the final decision. The decision of the committee and / or the superintendent or designate will not be subject to the grievance arbitration procedure.

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 or because of accident, sickness, or disability, in accordance with the following schedule:*

- a) *In the first (1) year of service with the School Division, a teacher shall be entitled to sick leave as follows:*
 - i. *An accumulation of the maximum statutory sick leave of twenty (20) days accumulated at two (2) days per month.*

- ii. *Should sick leave exceed the number of days of sick leave entitlement resulting in salary deduction, subsequently accumulated sick leave entitlement, to a maximum of twenty (20) days, in the same school year shall be applied and any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*
 - b) *During the second (2) and subsequent years of continuous service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness, or disability for ninety (90) calendar days.*
- 10.2. *After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid and the ASEBP - Extended Disability Plan D shall take effect.*
- 10.3. *Where a teacher has suffered an illness and / or has been paid under the provisions of the ASEBP, upon their return to full-time duty, they shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*
 - Less than one (1) year of service – nil; or,*
 - After one (1) year of service – ninety (90) calendar days.*
- 10.4. *When a teacher leaves the employ of the School Division all sick leave shall be cancelled.*
- 10.5. *A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability, or sickness for a period of three consecutive teaching days or more may be required by the superintendent or designate to present a signed doctor's certificate stating the reason for such absence.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

- 11.1.1. *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2. *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3. *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4. *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The*

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

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

11.2. Parental Leave

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

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 HSA / WSA amounts specified in article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The School Division shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The HSA / WSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA / WSA during this time.*

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

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

12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE

12.1. *A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be authorized leave of absence of the School Division pursuant to the Education Act where such teacher is absent:*

12.1.1. *For up to three (3) days per school year for personal business, the first (1) and second (2) day at no cost to the teacher; and the third (3) personal day fifty per cent (50%) of the cost of a substitute to be borne by the teacher. To ensure the least disruption to students' programs, teachers must inform their principal with sufficient prior notice to obtain a replacement. A fourth (4) personal day shall be at the cost of a substitute to be borne by the teacher. This fourth (4) day may not be used consecutively with all three (3) days of personal business leave without prior approval of the superintendent or designate. The principal must inform the superintendent or designate in a similar manner.*

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

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be authorized leave of absence of the School Division pursuant to Education Act where such teacher is absent:

14.1. Bereavement Leave

- 14.1.1. *For not more than five (5) teaching days for the purpose of attending the funeral of deceased relatives. This provision shall apply in the event of death of spouse, child or stepchild, parent or stepparent, son-in-law, daughter-in-law, grandchild, brother or stepbrother, sister or stepsister, parent of spouse, grandparents or grandparents of spouse, brother-in-law, or sister-in-law or other relative who is a member of the teacher's household.*

- 14.1.2. *For one (1) day plus reasonable travel time, to a maximum total of three (3) days to attend the funeral of aunt, uncle, niece, and nephew.*

14.2. Critical Illness Leave

- 14.2.1. *For not more than five (5) teaching days for the purpose of attending the sick bed of critically ill relatives. This provision shall apply in the event of critical illness of spouse, child or stepchild, parent or stepparent, son-in-law, daughter-in-law, grandchild, brother or stepbrother, sister or stepsister, parent of spouse, grandparents, or grandparents of spouse or other relative who is a member of the teacher's household.*

- 14.2.2. *Teachers may be required to submit to the School Division satisfactory proof by a physician confirming the need for Critical Illness Leave.*

14.3. Court / Jury Duty

- 14.3.1. *Salary of a teacher will be maintained, and no deduction will be made for the cost of the substitute if the teacher is subpoenaed for court jury duty or as a witness, providing the teacher reimburses any court-paid stipend to the School Division.*

14.4. Inclement Weather

- 14.4.1. *Because, despite reasonable efforts, the teacher is unable to travel to their school from their usual place of residence, due to:*

i. inclement weather;

ii. impassable road conditions; or,

iii. the failure of transportation facilities other than their own.

- 14.4.2. *There is an expectation that, should weather and road conditions change so as to permit travel to school, teachers will subsequently make their way to work / school for the balance of the day. Teachers are expected to make multiple efforts, throughout the morning, to assess change in road conditions.*

14.5. Leave for Child's Arrival

- 14.5.1. *A teacher shall be granted, upon notification to the Principal, up to one (1) day's leave with pay at the time of their child's birth or to take custody of an adopted child.*

14.6. General Discretionary Leave

- 14.6.1. *Additional leaves of absence may be granted by the School Division with pay and benefits or without pay and without School Division's contributions to health plan premiums at the discretion of the School Division.*

14.7. Family Medical Leave

14.7.1. *A teacher may use up to five (5) days of their sick leave per school year in order:*

- a) to care for their sick child, providing the other spouse is not available;*
- b) to care for their child if the spouse is incapacitated;*
- c) to care for their sick spouse; or*
- d) to attend to the medical or dental needs of a relative*
 - i. who is a member of the teachers' household; or,*
 - ii. Is approved by the superintendent or designate.*

14.8. Graduation and Convocation Leave

14.8.1. Graduation Leave

14.8.1.1. Effective September 1 2023, the School Division will pay the employee's salary and the salary of a substitute to a maximum of one (1) day in order that an employee may attend a High School graduation, if the graduation is held on a school day, at which the teacher's child is receiving a diploma / certificate. Requests must be submitted, in writing, for prior approval of the principal.

14.8.2. Convocation Leave

14.8.2.1. Effective September 1 2023, the School Division will pay the employee's salary and the salary of a substitute to a maximum of one (1) day in order that an employee may attend a post secondary convocation, if the convocation is held on a school day, at which the teacher, the teacher's child or spouse is receiving a degree /diploma / certificate. Requests must be submitted, in writing, for prior approval of the principal.

15. GRIEVANCE PROCEDURE

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

15.1. *This procedure applies to differences:*

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

- 15.1.2. *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable; and,*
- 15.2. *Before invoking the grievance procedure, a teacher, with the support of the Association at the teacher's discretion, will first make reasonable effort to resolve the difference at the local level.*
- 15.3. *If the difference (hereinafter called a 'grievance') is not resolved as described in clause 15.2, it shall be submitted in writing to the superintendent or designate and the Associate Coordinator—Collective Bargaining. Such written grievance notices shall be made within forty (40) operational days of when the grieving party first had knowledge of the occurrence / event giving rise to the grievance.*
- 15.4. *The written grievance notice, which can be provided by email, can be initiated by a teacher, the Association, or the School Division, and shall contain the following:*
- 15.4.1. *the name(s) of the parties aggrieved;*
- 15.4.2. *a statement of facts giving rise to the grievance;*
- 15.4.3. *the article(s) of the agreement that are alleged to have been violated; and,*
- 15.4.4. *the remedy or correction being sought.*
- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator—Collective Bargaining, within fifteen (15) operational days.*
- 15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*

- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three- (3-) member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three- (3-) member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second 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. Work Environment: The School Division endeavors to provide all teachers with a safe and caring work environment that fosters and maintains respectful and responsible behavior.

16.2. Subrogation

16.2.1. In this article:

- a) "Additional damages" includes general damages, special damages, loss of housekeeping capacity, cost of future care and interest, and punitive and aggravated damages;
- b) "School Division's additional claim" means a claim for the costs to the School Division of any additional amounts it has expended or expects to expend for replacement or other costs attributable to a third party's malfeasance, in addition to those costs to the School Division of the claim for wage loss;
- c) "Claim for wage loss" includes a claim for wage loss equal to the sick leave or other benefits, premiums or wages paid or projected to be paid by the School Division and paid to or on behalf of the teacher for the duration of any absence found in a judgment to have been required by such injury or illness or established by settlement of a claim or an action;
- d) "Judgment" means an order of a court of competent jurisdiction'
- e) "Legal costs" means legal fees and disbursements, and Goods and Sales Tax (GST) chargeable thereon;
- f) "Settlement" means an agreement whereby the teacher agrees to accept any sum of money representing all damages, either by lump sum, periodic payment(s) or through the purchase of an annuity or any of them;

- g) "Teacher" includes the teacher's personal representative, trustee, guardian, or the estate of the teacher if deceased.

16.2.2. This article applies solely to a teacher who has a claim against a third party for damages relating to an injury or illness caused in whole or in part by that third party and which has caused the teacher to be absent from work in respect of which the School Division has been or is paying sick leave or other benefits or wages to the teacher.

- a) Any teacher who is entitled to receive sick leave benefits or other benefits or wages does assign to the School Division, in consideration of payment to the teacher of such sick leave or other benefits or wages, all rights of recovery against that third party as it relates to all amounts paid to the teacher by the School Division.
- b) Where the School Division exercises its right of subrogation, the School Division will indemnify and hold harmless a teacher against any claim against the teacher by the School Division or by any other insurer under an insurance policy applicable to the teacher for breach of contractual subrogation terms and against any diminution in benefit coverage or entitlement which might result for the teacher from the exercise of rights under this article.
- c) If a teacher commences an action or makes a claim against a third party for damages relating to an injury or illness caused in whole or in part by that third party, the teacher shall advise the School Division that such an action or claim is being brought.
- d) If the School Division makes a timely request to the teacher, the teacher shall include the claim for wage loss in any action or claim advanced against the third party.
- e) The School Division may request that the teacher's solicitor act on the School Division's behalf, unless the teacher's solicitor provides written notice that they are unable to act on behalf of the School Division. Alternatively, the School Division may retain its own counsel to pursue the subrogated claim of the School Division.
- f) If the School Division retains its own counsel to pursue its subrogated claim, the teacher will cooperate with the School Division in the prosecution of the action, but may at any time elect to become *dominus litis* in respect of the claim for additional damages, and any apportionment related to them and shall retain the right:
 - i. to participate in deciding which solicitors are to be instructed to bring the action or an appeal therefrom;
 - ii. to review any documents related to the action;
 - iii. to agree to any offer of settlement or the apportionment of an offer of settlement, whether an action has been commenced or not;
 - iv. to settle on an amount of costs or an apportionment of costs; and
 - v. to participate in the decision with respect to any launching or prosecution of an appeal.

- g) The School Division may elect to pursue the School Division's additional claim by way of joinder as plaintiff to the teacher's action, but the School Division shall have no right of recovery under this article with respect to the School Division's additional claim or set-off in respect of the School Division's additional claim, from any amount awarded to the teacher for the claim for wage loss or additional damages.
- h) Where such action is advanced to trial, the teacher or the School Division shall request that any judgment specify the amount within any award made which is attributable to the claim for wage loss.
- i) Where there is a settlement of the action against the third party, the teacher or the School Division shall use best efforts to ensure that the settlement shall specify the amount within the settlement made which is attributable to the claim for wage loss.
- j) Once the teacher is in receipt of monies as a result of a judgment against or settlement with the third party, the teacher shall reimburse the School Division from such monies actually received from the third party, in accordance with clause 7.3.1.2 k) or 7.3.1.2 l).
- k) If the subrogated action or claim proceeds with the teacher's solicitor acting on the School Division's behalf, the School Division shall compensate the teacher for legal costs in the same proportion as its recovery bears in relation to the entire amount recovered as a result of a judgment or a settlement.
- l) If the subrogated action or claim proceeds with the School Division's solicitor acting on the teacher's behalf, the teacher shall compensate the School Division for legal costs in the same proportion as the teacher's recovery bears in relation to the entire amount recovered as a result of a judgment or a settlement.
- m) This article does not afford the School Division the right of set-off as against a teacher's entitlements which arise under any other article of this collective agreement, including salary, allowance, medical or disability benefits, or any other compensation, or against income replacement which a teacher receives under other statutes or contracts of insurance, and the School Division shall provide such entitlements as though the teacher had not been injured and was continuing to provide service as at the time of injury. In no event shall a teacher receive salary, benefits, allowances, or leaves which are less than, or provided later than, those to which the teacher is entitled under any other article in this collective agreement.
- n) This article has application only in such cases where the teacher or the School Division begins an action in the name of the teacher to recover damages for loss which has caused the teacher to lose time for which the School Division has not otherwise been compensated and is not an assignment of rights of the Association to the School Division.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective proper officers duly authorized in that behalf on this the 21 day of December, 2023.

For the Alberta Teacher's Association:

Nicola Cahill

Negotiating Subcommittee Chair

Sean Shown

Associate Coordinator, Collective Bargaining,
Teacher Employment Services

**For the St. Thomas Aquinas Roman Catholic
Separate School Division:**

Donna Tagwood

Board Chair

[Signature]

Secretary-Treasurer

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 article 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 2018-220 teacher collective agreements prior to February 1, 2022, the School Division and the Association will meet no later than March 31, 2022, to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
 - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
 - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

INTERIM GRIEVANCE PROCEDURE

- 15.1 *This procedure applies to differences:*

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

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

- 15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the 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.*

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 and February 1.*

Prior Experience

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

ADMINISTRATIVE PROCEDURE 427 ADMINISTRATOR LIEU DAYS

Effective until August 31, 2023, the School Division agrees to retain its current policy 427 regarding Administrator Lieu Days for the life and bridging of this collective agreement. [See clause 4.5 effective September 1, 2023]

**LETTER OF UNDERSTANDING 11:
STATEMENT OF PRACTICE—EXTRACURRICULAR ACTIVITIES**

Extracurricular activities are voluntary.

**LETTER OF UNDERSTANDING 12:
SUBSTITUTE TEACHER TRAVEL ALLOWANCE
DRAYTON VALLEY ONLY**

Effective September 1, 2023, where a substitute teacher lives further than sixty (60) km one way from the Drayton Valley school they are to report to, the substitute teacher shall be paid a per day travel allowance as per the table below. This only applies to the first five (5) consecutive teaching days in the same teaching assignment unless otherwise determined solely by the School Division to continue. This provision does not apply to teachers fulfilling duties under probationary, interim, temporary, or continuous contracts. Payment shall be made upon submission of expense claim requested no later than June 30 of each school year.

Mileage (One Way)	Total Daily Travel Allowance (Maximum Paid per day—both ways)
0 km – 60 km	No Travel Allowance
61 km – 90 km	\$30.00
91 km and Over	\$40.00

Both parties will review the Letter of Understanding for effectiveness during the 2023-2024 school year and subsequent years until the next round of local bargaining.

This Letter of Understanding will expire at the conclusion of the next round of local bargaining.

**LETTER OF UNDERSTANDING 13:
STAR STAFF DEVELOPMENT FUND**

The parties commit that the new agreement of funding amounts and substitute teacher coverage agreed to at the bargaining table and incorporated into the Terms of Reference, will not be changed by the committee until the end of the next round of local bargaining.

If changes are being made to the funding amounts and substitute teacher coverage, under the Terms of Reference, the parties can provide written agreement between them that they will administer different terms.

