

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 RED DEER CATHOLIC
SEPARATE SCHOOL DIVISION**

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024

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This Collective Agreement between

The Red Deer Catholic Separate School Division

(hereinafter referred to as the “Employer”)

Party of the first part

And

The Alberta Teachers’ Association,

a body corporate, incorporated under the laws of the Province of Alberta

(hereinafter referred to as the “Association”)

Party of the second part

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 Alberta Teachers’ Association (Association) recognize the value of harmonious and mutually beneficial relationships in the conduct of teacher collective bargaining.

WHEREAS the Parties desire that these matters be set forth in a Collective Agreement to govern the following terms of employment of the teachers.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH

1. APPLICATIONS/SCOPE

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

1.2. Excluded Positions (Effective until June 30, 2026)

1.2.1. Superintendents and any other designations which include the term superintendent.

1.2.2. Supervisors and any other designations which include the term supervisor.

1.2. Excluded Positions (Effective July 1, 2026)

- 1.2.1. Superintendents and any other designations which include the term superintendent.
- 1.2.2. Supervisors and any other designations which include the term supervisor.
- 1.2.3. Directors and any other designations which include the term director.
- 1.2.4. Coordinators and any other designations which include the term coordinator.

1.3. *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.*

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

1.4.1. *has exclusive authority to bargain collectively with Teachers' Employer Bargaining Association (TEBA) on behalf of all the teachers in the bargaining units and to bind the teachers in any Collective Agreement with respect to central terms; and*

1.4.2. *has exclusive authority to bargain collectively with each Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*

1.5. Role of TEBA

1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an 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 employers and to bind the Employers in any agreement with respect to central terms.*

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

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

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

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

1.8. *This Collective Agreement cancels all former Collective Agreements and all provisions appended thereto.*

1.9. *This Collective Agreement shall enure to the benefit of and be binding upon the Parties and their successors.*

1.10. Structural Provisions (Effective until March 28, 2024)

1.10.1. Policy Advisory Committee

1.10.2. Both Parties to this Collective Agreement agree to establish a Policy Advisory Committee consisting of the following membership:

a) Three (3) teachers employed by The Red Deer Catholic Separate School Division;

b) Two (2) Trustees;

c) The Superintendent of Schools.

1.10.3. The Employer agrees to consult with the Policy Advisory Committee on proposed changes, which directly affect teachers, to the Policy Manual prior to implementing such changes.

1.10.4. No more than one (1) Trustee sitting on The Employer's Negotiating Committee and no more than one (1) teacher sitting on the Association's Local Teacher Welfare Committee (TWC) may sit on the Policy Advisory Committee.

1.10.5. Prior to the establishment of the school year, the Employer will submit a draft of the proposed school year calendar to the Policy Advisory Committee for their input and recommendations.

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

2. TERM

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

2.2. List Bargaining

2.2.1. *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry date of the then existing Collective Agreement and shall be initiated by a written notice from 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 Association must be served not less than 15 days and not more than 30 days after the central matters and local matters have been determined.*
- 2.3.2. *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

2.4. Local Bargaining

- 2.4.1. *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by an Employer or the Association must be served after, but not more than 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 30 days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.*
- 2.6.2. *For local table bargaining, representatives of the Association and an Employer shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and Employer shall exchange details of all amendments sought.*

2.7. Opening with Mutual Agreement

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

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

- 2.8.1. *As the Association is the bargaining agent for the teachers employed by the Employer. The Employer shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the Employer will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the Employer from providing the information on a more frequent basis.*
- 2.8.2. *The Employer shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th 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. *HSA/WSA/RRSP utilization rates;*
- 2.8.2.3. *Most recent Employer financial statement;*
- 2.8.2.4. *Total benefit premium cost;*
- 2.8.2.5. *Total substitute teacher cost; and,*
- 2.8.2.6. *Total allowances cost.*

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

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

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

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

2.8.2. *Effective June 10, 2022, the Employer shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December:*

- 2.8.2.1. *Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
- 2.8.2.2. *Most recent Employer financial statement;*
- 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 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. *Payment for Year-Round Education Program*
 - 3.1.1.1. *Year-Round Education means the organization of a school in which students are provided with instruction for a maximum of 200 days as per the Education Act. The school year shall be divided into four instructional periods of appropriate equal duration, separated by vacation or intercessional periods.*
 - 3.1.1.2. *The Year-Round Education school year shall begin on or about August 1, and end on or about June 30.*

- 3.1.1.3. *For teachers teaching in a Year-Round Education program, their annual salary shall be computed on the same basis as all teachers covered by the Collective Agreement.*
- 3.1.1.4. *For those teachers in a Year-Round Education program, employed by the Employer or with another Employer in Alberta prior to their start of teaching in the Year-Round Education program, their salary will be paid in twelve equal monthly installments for the months of September to August in any given year.*
- 3.1.1.5. *For those teachers, teaching in a Year-Round Education program, new to the teaching profession in Alberta, their salary will be paid in one of two ways:*
 - a) *Salary and benefits shall be paid in twelve equal installments from August to July in each year*
 - b) *Salary and benefits will be paid in twelve equal installments from September to August in each year. An advance is available in the month of August in the first year of employment with the Employer and will be recouped equally from the September, October and November cheques. Teachers will be eligible for benefit coverage effective August 1 in the year of employment with the Employer.*
- 3.1.1.6. *The vacation or intercession periods shall be deemed as non-instructional periods for teachers assigned to the Year-Round Education program.*

3.2. Grid

- 3.2.1. *For the purpose of this Collective Agreement, a teaching day shall be defined as set forth in Section 205 Subsection (1) of the Education Act, and shall also include those days declared by the Employer for teacher professional development and parent/teacher interviews.*
- 3.2.2. *The university education of a teacher, as determined by the Teacher Qualifications Service, and the length of teaching experience computed as hereinafter provided, shall together determine the salary rate to be paid during the term of this Collective Agreement to each full-time teacher employed by the Employer.*
- 3.2.3. *Tabulated as Article 3.2.4 to 3.2.7 following are the annual salary rates for each recognized year of university education and for each recognized year of experience, per Article 3.4.*

3.2.4. *Effective until June 9, 2022*

Years of Teaching Experience	Years of Teaching Education		
	4	5	6
0	\$ 58,959	\$ 62,367	\$ 66,242
1	\$ 62,455	\$ 65,863	\$ 69,738
2	\$ 65,951	\$ 69,359	\$ 73,234
3	\$ 69,447	\$ 72,855	\$ 76,730
4	\$ 72,943	\$ 76,351	\$ 80,226
5	\$ 76,439	\$ 79,847	\$ 83,722
6	\$ 79,935	\$ 83,343	\$ 87,218
7	\$ 83,431	\$ 86,839	\$ 90,714
8	\$ 86,927	\$ 90,335	\$ 94,210
9	\$ 90,423	\$ 93,831	\$ 97,706
10	\$ 93,919	\$ 97,327	\$ 101,202
	10X3496	10X3496	10X3496

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

3.2.5. Effective June 10, 2022, 0.50 % Increase

Years of Teaching Experience	Years of Teaching Education		
	4	5	6
0	\$ 59,254	\$ 62,679	\$ 66,573
1	\$ 62,768	\$ 66,193	\$ 70,087
2	\$ 66,282	\$ 69,707	\$ 73,601
3	\$ 69,796	\$ 73,221	\$ 77,115
4	\$ 73,310	\$ 76,735	\$ 80,629
5	\$ 76,824	\$ 80,249	\$ 84,143
6	\$ 80,338	\$ 83,763	\$ 87,657
7	\$ 83,852	\$ 87,277	\$ 91,171
8	\$ 87,366	\$ 90,791	\$ 94,685
9	\$ 90,880	\$ 94,305	\$ 98,199
10	\$ 94,394	\$ 97,819	\$ 101,713

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

3.2.6. Effective September 1, 2022, 1.25 % Increase

Years of Teaching Experience	Years of Teaching Education		
	4	5	6
0	\$ 59,995	\$ 63,462	\$ 67,405
1	\$ 63,553	\$ 67,020	\$ 70,963
2	\$ 67,111	\$ 70,578	\$ 74,521
3	\$ 70,669	\$ 74,136	\$ 78,079
4	\$ 74,227	\$ 77,694	\$ 81,637
5	\$ 77,785	\$ 81,252	\$ 85,195
6	\$ 81,343	\$ 84,810	\$ 88,753
7	\$ 84,901	\$ 88,368	\$ 92,311
8	\$ 88,459	\$ 91,926	\$ 95,869
9	\$ 92,017	\$ 95,484	\$ 99,427
10	\$ 95,575	\$ 99,042	\$ 102,985

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

3.2.7. Effective September 1, 2023, 2.00 % Increase

Years of Teaching Experience	Years of Teaching Education		
	4	5	6
0	\$ 61,195	\$ 64,731	\$ 68,753
1	\$ 64,824	\$ 68,360	\$ 72,382
2	\$ 68,453	\$ 71,990	\$ 76,011
3	\$ 72,082	\$ 75,619	\$ 79,641
4	\$ 75,712	\$ 79,248	\$ 83,270
5	\$ 79,341	\$ 82,877	\$ 86,899
6	\$ 82,970	\$ 86,506	\$ 90,528
7	\$ 86,599	\$ 90,135	\$ 94,157
8	\$ 90,228	\$ 93,765	\$ 97,786
9	\$ 93,857	\$ 97,394	\$ 101,416
10	\$ 97,487	\$ 101,023	\$ 105,045

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

3.3. Education

3.3.1 The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher

Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.

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

3.4. Experience

Teachers shall:

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

- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

Prior Experience

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

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

Effective until June 9, 2022

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

Effective June 10, 2022, repeal 3.4.10

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

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

3.5.1. *At the time of hiring, the Employer or its agents, in consultation with the Association or its agent, may place a teacher at any step of experience or education on the salary grid provided that:*

- a) *This original placement is justified on the basis of trades or other specialized training and/or experience in business, trade, or industry.*
- b) *Advancement after original placement will be on the basis of professional training under clause 3.3 and teaching experience under clause 3.4.*
- c) *Training—one year education on grid for journeyman certificate or diploma related to their teaching assignment on original placement. Second ticket \$1,000/year.*

3.5.2. *Experience*

- a) *one year for each year of vocational experience up to a maximum of 4 years.*
- b) *one year for every two years after that.*
- c) *both (1) and (2) only if valid journeyman or diploma.*

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations

4.1.1. *Any new position/designation not specified in the Collective Agreement, to which a teacher will be designated and an allowance paid, shall have the allowance for the new position/designation determined through negotiation with the Negotiating Subcommittees of the Employer and the Association. This process shall occur prior to the creation, advertisement, and filling of said position. New positions/designations are identified as any other than the following: Principals, Division Principals, Alternative Program Principals, Vice-Principals, Assistant Principals, Directors, Coordinators, Department Heads and Lead Teachers.*

4.2. Administration Allowances:

a) *The provisions of Article 4 shall apply to part-time teachers on a pro-rated basis as specified in clause 6.2.2.*

b) *In addition to the basic salary rate, there shall be paid Administration Allowances in accordance with the following schedule;*

- 4.2.1. *Principals—the basis for principals' allowance shall be the number of students registered, inclusive of students enrolled in Early Childhood Services classes, at the school on September 30 of each school year.*
 - 4.2.1.1. *First 100 students or less—24.5% of minimum salary rate for four years of teacher education.*
 - 4.2.1.2. *101-300 students—0.06% of minimum salary rate for four years of teacher education per student.*
 - 4.2.1.3. *301+ students—0.04% of minimum salary rate for four years of teacher education per student. Effective for the 2020/2021 school year, 301–1049 students—0.04% of minimum salary rate for four years of teacher education per student.*
 - 4.2.1.4. *Effective for the 2020/2021 school year, 1050+ students—0.03% of minimum salary rate for four years of teacher education per student.*
 - 4.2.1.5. *Notwithstanding, no principal shall receive an allowance which is less than the highest vice-principal's allowance plus 1%.*
 - 4.2.1.6. *Where a major shift occurs, lasting at least a calendar month, the administrative allowance of the principals involved shall be adjusted upwards or downwards to reflect the new student count. A major shift is 15%. Such adjustments are effective in the calendar month following the shift.*
- 4.2.2. *Division Principals—The Employer may appoint Division Principals for the Division where such positions are deemed necessary by the Employer. A Division Principal shall be paid a salary equal to their grid placement plus the average annual principal allowance of all school principals.*
- 4.2.3. *Principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*
- 4.2.4. *Vice Principals—The Employer may appoint a vice-principal in schools where such a position is deemed necessary by the Employer. A vice-principal shall be appointed in schools with a student population of 350 or greater. The vice-principal shall have a minimum of 50% time free for administrative duties. The vice-principal shall be paid at 50% of the principal's allowance.*
 - 4.2.4.1. *The minimum allowance for Vice Principal will be adjusted in accordance with current proportionality to the Principal allowance.*
- 4.2.5. *Assistant Principals—The Employer may appoint an assistant principal in schools where such a position is deemed necessary by the Employer. The assistant principal shall have a minimum of 25% time free for administrative duties. The assistant principal shall be paid at 25% of the principal's allowance.*

4.2.5.1. *The minimum allowance for Assistant Principal will be adjusted in accordance with current proportionality to the Principal allowance.*

4.2.6. *(Effective until June 30, 2026) Directors—The Employer may appoint Directors for the Division where such positions are deemed necessary by the Employer. Directors shall be paid a salary equal to their grid placement plus 70% of the average annual principal allowance of all school principals.*

4.2.7. *(Effective until June 30, 2026) Coordinators—The Employer may appoint coordinators for the Division where such positions are deemed necessary by the Employer. The coordinators shall be paid a salary equal to their grid placement plus 37.54% of the average annual principal allowance of all school principals.*

4.2.8. *Department Heads and Lead Teachers—A teacher designated by the Employer to be a Department Head or a Lead Teacher shall be paid an allowance equivalent to 14.29% of the average annual principal allowance of all school principals. If the teacher's full-time equivalency (FTE) is less than 1.0, their allowance will be calculated by multiplying their FTE by the allowance.*

4.2.9. *A teacher who has successfully completed the Certificate in Theological Studies, The Certificate of Religious Education Program, the Certificate in Catholic School Administration, the Graduate Diploma in Religious Education, or the Master's Degree in Religious Education, as recognized by the Employer, will be paid an additional amount per year as indicated below provided that these courses are not recognized by Teacher Qualification Services for grid placement.*

4.2.9.1. *Until June 9, 2022—\$1,050.00*

4.2.9.2. *Effective June 10, 2022—\$1,055.25*

4.2.9.3. *Effective September 1, 2022—\$1,068.44*

4.2.9.4. *Effective September 1, 2023 - \$1,089.81*

4.3. Red Circling

4.3.1. Where the Employer initiates the transfer of an administrator or an adjustment of school attendance areas, their salary will be red circled for three years. The administrator will receive the higher: their current salary frozen at the June 30 rate; or the salary of the school they have been designated to. After the three-year period; the administrator's salary will be governed by clause 4.2 of this Collective Agreement.

4.3.1.1. Effective the 2020-2021 school year, red circled allowances will not be used to calculate the average principal allowance or any other allowance calculation under Article 4. All calculations involving the average principal allowance will be based on the actual number of students registered, inclusive of students enrolled in Early Childhood Services classes, at each school, exclusive of the Alternative Program Principals, on September 30 of each school year.

4.4. Acting/Surrogate Administrators (Relief Principals) – Compensation

- 4.4.1. The Principal of a school shall designate one or two staff member(s) to be Relief Principal(s). The Relief Principal(s) will assume the authority and responsibility of the Principal in the absence of the Principal, Vice-Principal and Assistant Principal. The Relief Principal will be paid 10% of the Principal's allowance in a school that has neither a Vice-Principal nor an Assistant Principal. The Relief Principal will be paid 2.45% of minimum salary rate for four years of teacher education in a school that has either a Vice-Principal or an Assistant Principal. If two members have been designated as Relief Principal, the allowance will be split equally between the two. In addition, for functioning in this capacity for an extended time, 1/200 of the Principal's allowance will be paid for each day in excess of twenty accumulated days in a school year.

4.5. Teachers with Principal and Assistant / Vice Principal Designations

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

4.6. Other Administrator Conditions

4.6.1. Lieu Days

- 4.6.1.1. In recognition of the administrative responsibilities and time commitments required of principals and vice-principals, it is acknowledged that a degree of flexibility should exist with respect to the work schedules of school based administrators.
- 4.6.1.2. Principals, vice-principals and assistant principals shall be eligible to be absent from duty for two operational days during each school year. These absences will be with full salary and benefits.
 - 4.6.1.2.1. These absences require the notification and approval of the Superintendent or designate.
 - 4.6.1.2.2. Lieu days shall not be accumulated or paid out under any circumstances.
 - 4.6.1.2.3. All lieu days are subject to the same terms and requirements set out in clauses 12.2 and 12.3.
 - 4.6.1.2.4. Without the approval of the Superintendent or designate, lieu days shall not be used in conjunction with personal leave days under Article 12 that would result in an absence greater than three (3) consecutive work days.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

5.1.1. Full Day

- 5.1.1.1. *Effective until June 9, 2022, substitute teachers' daily rates of pay will be \$200.00 plus six percent (6%) vacation pay of \$12.00 for a total of \$212.00.*
- 5.1.1.2. *Effective June 10, 2022, (0.50% Increase) substitute teachers' daily rates of pay will be \$200.28 plus six percent (6%) vacation pay of \$12.78 for a total of \$213.06.*
- 5.1.1.3. *Effective September 1, 2022, (1.25% Increase) \$215.72 plus two percent (2%) in lieu of benefits \$4.31 for a total of \$220.03.*
- 5.1.1.4. *Effective September 1, 2023, (2.00% Increase) \$220.03 plus two percent (2%) in lieu of benefits \$4.40 for a total of 224.44.*

5.1.2. Half Day

- 5.1.2.1. *Effective until June 9, 2022, substitute teachers' rate per half day will be \$103.65 plus six percent (6%) vacation pay of \$6.22 for a total of \$109.87.*

- 5.1.2.2. *Effective June 10, 2022, (0.50% Increase) substitute teachers' per half day will be \$104.17 plus six percent (6%) vacation pay of \$6.25 for a total of \$110.42.*
- 5.1.2.3. *Effective September 1, 2022, (1.25% Increase) for a total of \$111.80 plus two percent (2%) in lieu of benefits \$2.24*
- 5.1.2.4. *Effective September 1, 2023, (2.00% Increase) for a total of \$114.04 plus two percent (2%) in lieu of benefits \$2.28*

5.2. Commencement of Grid Rate

- 5.2.1. *Number of days to go on grid: After two consecutive substitute teaching days in the same position, a substitute shall be paid 1/200 of their grid position effective the third day and every consecutive day thereafter.*
- 5.2.2. *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3. Other Substitute Teachers

- 5.3.1. When a teacher is absent, a certificated substitute teacher will be hired to replace the teacher whenever possible. The Employer will establish a system to reward teachers who substitute internally when the Employer is unable to book a substitute for the absent teacher.
- 5.3.2. Effective starting the 2024/25 school year, each substitute teacher on the substitute roster who has worked at least five (5) days in the teaching month prior to Faith Day and attends the Employer's Faith Day will be paid the substitute daily rate.

6. PART-TIME TEACHERS

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

6.2. Part-time Teachers Salaries

- 6.2.1. *Provisions of this Collective Agreement in respect of salary shall be applicable to part-time teachers on a pro-rated basis.*
- 6.2.2. a) *The provisions of this Collective Agreement, other than Article 7, shall be applicable to part-time teachers on a pro-rated basis in the same proportion as the teacher's period of actual service bears to a year of full-time service. Part-time teachers that are on a 50% contract or greater shall receive the full benefit of Article 7. Part-time teachers on contract of less than 50% shall not be eligible to enroll in the benefit plans set out in Article 7.*

- b) *Each kindergarten class assignment shall be recognized as 0.5 of a full-time teaching assignment.*

6.3. Other Part-time Teacher Conditions

6.3.1. Movement between Part-time and Full-Time Assignment

- 6.3.1.1. A teacher on a continuous full-time contract who volunteers for a part-time assignment shall, at the commencement of the subsequent school year, revert back to a full-time assignment (1.0 FTE) unless, prior to March 15, the teacher requests and receives a continuous part-time assignment. The teacher will be required to sign a continuous part-time contract at this time.

6.3.2. Alteration of Part-time Equivalent:

- 6.3.2.1. Teachers on a continuous part-time contract shall not have their full-time equivalent status vary more than plus or minus .2 FTE without mutual consent of both parties.

6.3.3. Job Sharing

- 6.3.3.1. Where two or more teachers wish to share one full-time teaching position, they may apply to the Employer for a shared job assignment. Such application must be made no later than March 15 of the school year immediately preceding the year in which the job sharing is to take place.
- 6.3.3.2. A shared job assignment may be granted by the Employer in accordance with the following terms.
- a) The proportion of a full-time position taught by each teacher shall be mutually decided by the teachers and must be agreeable to the Employer.
- b) Notwithstanding any other clause in this Collective Agreement, the cost of premiums for benefits for which the teachers are eligible under the terms of this Collective Agreement (Article 7) shall be shared between each teacher and the Employer. The Employer shall be responsible for the proportion of benefit costs equal to the proportion of the full-time position taught by each teacher. Where a teacher has a job share and part-time position, benefits shall be pro-rated based on the total full-time equivalency.
- c) On approval of the application of the teachers, the Employer shall grant the shared job assignment for a guaranteed period of one school year. By March 15 in the school year of the shared job assignment, the teachers involved must advise the Employer that they wish to return to their former status or they must apply for a continuation of the shared job assignment.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier and Premiums

- 7.1.1. *The Employer shall subscribe to the insurance policies made available by the Alberta School Employee Benefit Plan (A.S.E.B.P.).*

7.1.2.

- a) *The Employer shall make available to its employees participation in the Extended Health Care Benefit Plan 1 of A.S.E.B.P. Only those employees insured in similar plans by their spouses may be exempted from participation.*
- b) *The Employer will make available participation in A.S.E.B.P. Dental Plan 3. Participation in this plan shall become a condition at commencement of employment, unless covered by a spousal plan.*

7.1.3. *The Employer shall pay 100% of the premiums of A.S.E.B.P., Plan 2 Life Insurance, of the Extended Health Care Benefit Plan 1, of the Extended Disability portion of A.S.E.B.P. Plan D., and of A.S.E.B.P. Dental Care Plan 3.*

7.1.4. *The Employer shall pay 100% of the premiums of A.S.E.B.P Vision Care Plan 3 and Accidental Death and Dismemberment Plan 2.*

7.2. Group Benefits Eligibility

7.2.1. *The Employer shall make available group insurance to its employees, and employee participation shall be a condition of employment.*

7.2.2. *When a teacher on continuous contract leaves the employ of the Employer on June 30, payment of benefits in July and August will continue in accordance with Clause 7.1.3 and 7.1.4.*

7.2.3. *It is understood that the payment of premiums of the aforementioned benefit plans shall permit the Employer to retain and not pass on to teachers any rebate of premiums otherwise required under E.I. Regulations.*

7.3. Health Spending Account and Wellness Spending Account

7.3.1. *Effective until August 31, 2022, the Employer will contribute to an individual combined Health Spending Account/Wellness Spending Account (through ASEBP) for each teacher. \$133.25 per month (\$1599.00 annually)*

7.3.2. *Effective September 1, 2022, the Employer will contribute to an individual combined Health Spending Account/Wellness Spending Account (through ASEBP) for each teacher: \$75.00 per month (\$900.00 annually). Teachers with Health Spending Account balances greater than \$900.00 shall be allowed to be carry forward any current unused balance to the extent permitted by the CRA.*

7.3.3. *The minimum amount of Health Spending Account will be \$725.*

7.4. Other Group Benefits

7.4.1. *Benefits for Retirees on Contract: Notwithstanding sections 7.1, 7.2 and 7.3, a teacher employed under a contract by the Employer that is in receipt of ATRF*

pension, will receive reimbursement for the costs of their ASEBP retirement benefit plan.

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

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

8.2. Assignable Time Definition

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

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

8.3. Duty Free Lunch:

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

- 8.3.1. *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the Employer.*
- 8.3.2. *When reasonable, this break shall occur in the middle of the assignment.*
- 8.3.3. *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

8.4. Other Conditions of Practice

8.4.1. Time for Individual Professional Development (PD) Plans:

- 8.4.1.1. *When a teacher attends professional development activities outside the set Division calendar period or during earned lieu time, when these duties have been assigned, an equivalent amount of time will be given in sub days to be used for that teacher's personal professional development. This time does not include after school PD sessions or associated Saturday conference time.*
- 8.4.1.2. *If the request for professional development comes from the Employer, then it will be the Employer's responsibility to pay for the reimbursed sub time. If the request is that of the school, it will be the school's responsibility to pay for the reimbursed sub time.*

8.5. Parent-teacher Conferences:

- 8.5.1. *It is recognized that parent/teacher conferences may be scheduled after 4:00 p.m. When a teacher participates in scheduled conferences after 4:00 p.m., an amount of time free of duties equal to that scheduled, to a maximum of one school day for each set of parent/teacher conferences, shall be provided to the teacher on the day following the scheduled parent/teacher conferences.*

9. PROFESSIONAL DEVELOPMENT

9.1. Teacher Professional Growth Plans

- 9.1.1. *Teacher Professional Growth Plans will consider but will not be required to include the Employer's goals.*
- 9.1.2. *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*
- 9.1.3. *Employers and/or schools are not restricted in developing their own staff development plan in which the Employer and/or school may require teachers to participate.*

9.2. Professional Development Funds

- 9.2.1. Effective until August 31, 2024, the Employer will allocate an amount of \$650.00 per teacher per year for personal professional development. The \$650.00 per year can be accumulated to a maximum of \$1,950.00. Substitute teacher costs for the teacher while attending a professional development activity will be reimbursed from their personal professional development fund.
- 9.2.1. Effective September 1, 2024, the Employer will allocate an amount of \$750.00 per teacher per year for personal professional development. The \$750.00 per year can be accumulated to a maximum of \$2,250.00. Substitute teacher costs for the teacher while attending a professional development activity will be reimbursed from their personal professional development fund.
- 9.2.2. The professional development activity shall adhere to the goals of the Division Professional Development Plan, the teacher's professional growth plan or will enhance the teacher's skills and abilities regarding their extracurricular school commitment. No professional development activity of the same or similar nature will be approved in successive years for an extracurricular request.
 - 9.2.2.1. *A teacher's absence for any professional development activity will not exceed two teacher days per year, unless approved by the teacher's principal.*
 - 9.2.2.2. Any professional development activity involving out of country travel will be approved no more than twice in every three-year period, unless otherwise approved by the Superintendent or designate.

- 9.2.2.3. A teacher may use professional development funds to cover costs incurred for tuition fees and textbooks, where the teacher has successfully completed courses approved by the Employer.

10. SICK LEAVE

10.1. *Sick Leave Benefits are sponsored by the Employer, and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.*

10.2.

- a) *In the first year of service with the Employer, a teacher shall be credited with twenty (20) days sick leave at the beginning of the school year.*
- b) *During the second and subsequent years of service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of an accident, sickness or disability, for 90 calendar days.*
- c) *A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to full-time duty, and upon presentation of a medical certificate, be entitled to an additional sick leave benefit of 90 calendar days.*
- d) *For the purpose of this Collective Agreement, an interrupted sick leave for the same illness shall be counted as one illness.*
- e) *Should the Employer request a teacher to undergo a medical examination by a physician named by the Employer, the Employer will reimburse the teacher for the expenses incurred for such medical examination.*

10.3. *Before any payment is made under the foregoing provisions, the teacher shall provide:*

- a) *A statement, in a form approved by the Employer, signed by the teacher substantiating any absence.*
- b) *At the request of the Employer, a certificate from the teacher's attending medical or dental practitioner where the absence is for a period of more than three (3) days.*

10.4. a) *Teachers shall be eligible for sick leave from the onset of injury, illness or disability to the extent of sick leave credited to them or for 90 consecutive calendar days, whichever is less.*

- b) *When a teacher is eligible for extended disability benefits contained elsewhere in the Collective Agreement, the provisions for sick leave shall be suspended.*
- 10.5. *Provisions of this Article shall not be applicable when a teacher is on another leave (other than sick leave, or complications arising out of a pregnancy) without pay, or while on strike.*
- 10.6. *In the event that a teacher wrongfully claims Sick Leave Benefits, or abuses the privileges, they shall be considered absent without leave.*
- 10.7. *The provision of this Article shall apply to part-time teachers on a pro-rated basis as specified in Article 6.2.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

- 11.1.1. *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2. *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3. *A teacher shall, when possible, give the Employer three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4. *The teacher may terminate the health related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.1.5. *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

11.2. Parental Leave

- 11.2.1. *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2. *Parental leave shall be without pay and benefits except as provided in clause 11.3.*

- 11.2.3. *The teacher shall give the Employer at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4. *The teacher may terminate the leave at any time. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5. *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6. *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the Employer may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

11.3. Salary Payment and Benefit Premium Payment

- 11.3.1. *At the commencement of maternity leave, the teacher shall be eligible for one of the following options:*
- 11.3.2. *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3. *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*
- a) *The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.*
- b) *The Employer shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during 13 weeks of leave.*
- 11.3.4. *The Employer shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The Employer shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The HSA will remain active for the duration of parental leave but no further credits will be contributed to the HSA 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 Employer to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3. *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Employer will continue paying the Employer portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Employer portion of the benefit premiums.*
- 11.4.4. *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the Employer paid benefit premiums, and shall reimburse the Employer upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5. *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*
- 11.4.6. *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

- 12.1. *A teacher may request from the Superintendent or designate a maximum of two (2) days off per school year for personal reasons. These approved days shall be at no cost to the teacher.*
- 12.2. *Except in the case of a request under sub-clause 12.5, a request for leave for personal reasons must be made in accordance with the following conditions:*
 - a) *in writing*
 - b) *on the form established by the Employer*
 - c) *to the Superintendent or designate, through the teacher's principal or supervisor,*
 - d) *at least one (1) week in advance of the date(s) the teacher wishes to use the personal leave days,*

- e) *stating the replacement arrangement to be put in place should the requested days be approved, and*
- f) *the availability of a substitute teacher (if required) at the time of the request.*

12.2.3. *No reasons need to be provided under this Article.*

12.3. *Without the permission of the Superintendent or designate, the second or carried forward third personal leave days shall not be used:*

- a) *during any scheduled Parent-Teacher Interview days,*
- b) *to engage in any activity for financial gain,*
- c) *during scheduled professional development days, or*
- d) *during observed 'faith day(s)' set by the Employer.*

12.3.1. *In the case of a holiday or holiday period exceeding three (3) days, including weekends, any unused personal leave day (unrestricted or restricted) can be used, at any time, to extend a holiday period under clause 12.3 (a).*

12.3.2. *A personal leave day, when used under clause 12.3.1, cannot be combined with either personal leave days under Article 12 or lieu days under Article 4.*

12.4. *One unused personal leave day from the current school year may be moved forward to the next school year for use in that school year, however, that carried forward personal leave day shall not be carried forward a second time. The maximum number of personal leave days that can be approved in any school year shall not exceed three (3) personal leave days.*

12.5. *In the case of emergency, a request may be made by the teacher directly to the Superintendent or designate by phone, with confirmation in writing in accordance with the conditions set out above.*

12.6. *The order in which personal leave days are requested, be they the unrestricted day or the restricted second or carried forward third personal leave days under clause 12.3, will be at the discretion of the teacher.*

12.7. *Without the approval of the Superintendent or designate, personal leave days shall not be used in conjunction with lieu days under Article 4 that would result in an absence greater than three (3) consecutive work days.*

12.8. *The provisions of this Article shall apply to part-time teachers on a pro-rated basis as specified in clause 6.2.*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

- 13.1. *A teacher shall be granted leave of absence with pay provided the Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.2. *Upon written request to the superintendent or designate, the Employer may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Employer. The Association will reimburse the Employer as per Clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3. *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the Collective Agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer, the teacher, and the Association and is at no cost to the Employer.*
- 13.4. *Subject to operational requirements and the approval of the Superintendent, a teacher who is elected president of Local 80 shall be granted a 0.2 FTE release time for one year without pay, and the Local shall reimburse this cost to the Employer, with no cost to the Employer.*
- 13.5. *During such secondment, the Employer shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the Collective Agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Employer for all payments made by the Employer to the teacher or on their behalf while on secondment under this clause.*

Effective September 1, 2022

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

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

14. OTHER LEAVES

14.1. Bereavement, Critical Illness and Funeral Leaves

- 14.1.1. *A teacher is entitled to a maximum of five teaching days for each occurrence because of critical illness and a maximum of five teaching days due to the death of a spouse, child, parent, legal guardian, brother, sister, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law or a relative who is a member of the teacher's household, and up to three teaching days to attend the funerals of aunts or uncles of the teacher or spouse or nieces or nephews of the teacher or spouse or close personal friends.*

14.2. Impassable Roads/ Inclement Weather Leave

- 14.2.1. *The Superintendent or designate may grant leave of absence with pay and benefits where a teacher is prevented from traveling from the teacher's usual place of residence to work because of impassable roads due to inclement weather. Impassable roads mean roads temporarily closed by municipal or provincial authorities or, a reasonable effort to travel to work has been made by the teacher, but due to road conditions, the teacher was unable to attend at work. Where roads are reopened or become passable during the workday, the teacher is expected to attend at their place of work.*

14.3. Leave for Child's Arrival

- 14.3.1. *Each teacher is entitled to two days of parental leave to attend to the birth or adoption of their child at no cost to the teacher.*

14.4. Family Medical Leave

- 14.4.1. *A teacher shall be able to use four days of accumulated sick leave per year for the illness or medical needs of a child, spouse, parent, or other household member.*
- 14.4.2. *A teacher shall be eligible for one (1) additional day per year for family medical leave for the illness or medical needs of the teacher's child, spouse, parent or other household member.*

14.5. Graduation, Convocation and University Exams

- 14.5.1. The Employer shall maintain as a part of Administrative Procedure (AP) 410—Leaves of Absence, the inclusion of Post Secondary/University Convocation and High School Graduation.

14.6. General Discretionary Leave

- 14.6.1. The Employer may grant additional leaves not covered elsewhere in this Collective Agreement with pay and benefits, without pay and benefits, or without pay and with benefits.

15. GRIEVANCE PROCEDURE

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

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

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

- 15.15.1. *the Employer and the Association; and,*
- 15.15.2. *Teachers covered by the Collective Agreement who are affected by the award.*

15.16. TEBA Involvement in Grievance Proceedings

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

15.17. Optional Mediation Process

- 15.17.1. *The parties may mutually agree at any point in the Grievance Procedure to engage in a non-binding mediation process to attempt to resolve the grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.*
- 15.17.2. *The mediator shall be appointed by mutual agreement of the parties and the expenses of the mediator shall be equally borne by the parties. If the parties cannot reach agreement on a mediator, either party may request in*

writing that the Director of Mediation Services make the necessary appointment.

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

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

15.18. Administration

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

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

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

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

16. EMPLOYMENT

16.1. Transfers

16.1.1. The Employer requiring a teacher to transfer to another school exceeding a distance of 55 km. from Montfort Centre shall pay the reasonable moving expenses necessarily incurred by their family as a result of such transfer, providing such transfer requires a change of residence.

16.2. Subrogation

16.2.1. Interpretation

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

16.2.1.2. **Interest** means interest calculated in accordance with the provisions of the Alberta Judgment Interest Act, RSA 2000, c.J-1, and amendments and regulations thereto.

16.2.1.3. **Judgment or Settlement** means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.

16.2.1.4. **Remuneration** means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.

16.2.1.5. **+Teacher** means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

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

16.2.2.1. the teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;

16.2.2.2. the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;

16.2.2.3. the Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;

16.2.2.4. the teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;

16.2.2.5. the teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;

16.2.2.6. upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;

16.2.2.7. the teacher shall not release any third party from the cost of absence without the consent of the Employer; and

16.2.2.8. the Employer's consent to settlement shall not be unreasonably withheld.

- 16.2.3. When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest.
- 16.2.4. When as a result of a judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest.
- 16.2.5. The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of this section 17.2.
- 16.2.6. In exercising any of its rights under section 17.2, the Employer shall have due regard for the interests of the teacher.

IN **WITNESS THEREOF** the Parties hereto executed this Collective Agreement by affixing the signatures of their proper officers on their behalf on the date(s) as set out below.

Signed on _____, _____

Signed on _____, _____

On Behalf of the Association

On Behalf of the Employer

[Name]
TWC Chair
The Alberta Teachers' Association

Murray Hollman
Board Chair
The Red Deer Catholic Separate School
Division

[Name]
NSC Co-Chair
The Alberta Teachers' Association

Laurel Latka
Secretary Treasurer
The Red Deer Catholic Separate School
Division

Signed on _____, _____

Sean Brown
Coordinator
Collective Bargaining, Teacher Employment
Services
The Alberta Teachers' Association

LETTERS OF UNDERSTANDING—CENTRAL

LETTER OF UNDERSTANDING #1:

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2

RE: INTERIM GRIEVANCE PROCEDURE

WHEREAS at the time of signing this Letter of Understanding, The Alberta Teachers' Association (ATA) and the Teachers' Employer Bargaining Association (TEBA) were actively engaged in central bargaining;

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

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

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

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

TRANSITION OF EXISTING GRIEVANCES

1. *For grievances filed under Article 15 (Central Grievance Procedure) of 2018–20 teacher collective agreements prior to February 1, 2022, TEBA and the ATA will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
 - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*

- b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*
2. *For grievances filed under Article 16 (Local Grievance Procedure) of 2018–20 teacher collective agreements prior to February 1, 2022, the Employer and the ATA will meet no later than March 31, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
- a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
 - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

INTERIM GRIEVANCE PROCEDURE

15.1. *This procedure applies to differences:*

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

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

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

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

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

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

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

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

15.4.4. *the remedy or correction being sought.*

15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the Employer,*

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

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

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

15.15.2. *Teachers covered by the Collective Agreement who are affected by the award.*

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

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

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

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

15.17. Optional Mediation Process

15.17.1. *The parties may mutually agree at any point in the Grievance Procedure to engage in a non-binding mediation process to attempt to resolve the*

grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.

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

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

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

15.18. Administration

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

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

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

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

LETTER OF UNDERSTANDING #3

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING # 4

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

LETTER OF UNDERSTANDING #5

**BILL 15 (EDUCATION (REFORMING TEACHER PROFESSION DISCIPLINE) AMENDMENT
ACT, 2022)**

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING #6

EXPEDITED ARBITRATION (12 MONTH-PILOT)

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

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

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

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

LETTER OF UNDERSTANDING #7

DUTY TO ACCOMMODATE

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

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

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

LETTER OF UNDERSTANDING #8

DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

NOW THEREFORE THE PARTIES AGREE THAT:

1. *Employers and the ATA 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;*
 - 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 ATA or an individual teacher, an Employer with a distributed education program shall establish a Distributed Education Collaboration Committee to facilitate ongoing conversations on the above noted elements of a distributed education program.*

LETTER OF UNDERSTANDING #9

EXPERIENCE FORM

ATA 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 Employers and the Alberta Teachers' Association (See Appendix A); and,*
- *to ensure the consistent application of clause 3.4.9 in the movement of teachers between jurisdictions covered by the Public Education Collective Bargaining Act.*

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

TEACHING EXPERIENCE FORM

Date: _____
Issuing Employer: _____
Teacher Name: _____
Teaching Certificate Number _____

Teaching Experience

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

Employer Contact

Name: _____
Title: _____
Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience (Effective September 1, 2019)

Teachers shall:

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

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

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

3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*

- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

Prior Experience

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

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

LETTER OF UNDERSTANDING #10

CLASSROOM LEARNING CONDITIONS AND PUPIL TEACHER RATIO

The Employer has been and continues to be committed to providing the best possible learning conditions for its students. The Employer and its teachers acknowledge and recognize that lower class size (lower learning group size) play a significant role in the establishment of optimal teaching and learning environments.

The Employer has dedicated instructional funding to address classroom sizes. This was achieved through increasing the complement of teachers in the Division. The initiative resulted in an increase of Full-Time Equivalent (FTE) teachers from 265.09 to 283.85 and a reduction in the Division Pupil Teacher Ratio (PTR) from 17.53:1 in 2000/2001 to 17.33:1 in 2001/2002. The result was an overall decrease in class size within the system, especially in K-3 grades. Furthermore, the Employer continues to be committed to make a reasonable effort, given resources to:

- i) Maintain the current Pupil Teacher Ratio for grades K-3; and*
- ii) Sustain or reduce the Division PTR.*

LETTER OF UNDERSTANDING #11

SUBSTITUTE TEACHERS FOR PROCTORING OF STUDENTS DURING FINAL EXAMINATIONS AND DIPLOMA EXAMINATIONS AT RDCSSD HIGH SCHOOLS

The Parties agree that during the final examinations days at high schools in Red Deer Catholic Separate School Division, which occur on or about the last 2 weeks of January and June of each school year, Substitute Teachers who are hired to proctor students during these final examinations and Alberta Education Diploma examinations ("Final Examination Days") and undertake related duties assigned by the Principal or designate, will be paid the rate identified in clause 5.1.1-5.1.2 of this Collective Agreement for the duration of the Final Examination Days notwithstanding the length of hire.

Furthermore, the Parties agree that the Substitute Teacher hired by the Employer to perform duties assigned by the Principal or designate related to organizing the distribution and collection of the examinations, and organizing the Substitute Teachers to proctor the students during the Final Examination Days will be paid pursuant to clause 5.2.1 of this Collective Agreement.

LETTERS OF UNDERSTANDING—LOCAL

LETTER OF UNDERSTANDING #12

PILOT PROJECT LIAISON COMMITTEE

(EXPIRES AUGUST 31, 2026)

The Employer and the Association acknowledge that a strong, positive working relationship is best sustained through effective communication. To this end, the parties agree to establish a forum for discussing issues that arise that may affect the work life of teachers and/or Division operations.

The parties agree that the following terms and conditions for this forum should apply:

- a) The Employer and ATA Local No. 80 will establish an Employer/ATA liaison standing committee, hereinafter called the Liaison Committee.
- b) The Liaison Committee will consist of three representatives from each party, jointly chaired by the parties.
- c) The chairs will create the agenda for the meetings.
- d) The Liaison Committee will meet no later than October of each school year to review its Terms of Reference.
- e) Starting the 2024/25 school year, the Liaison Committee shall meet two (2) times per school year.
- f) For the remainder of the 2023/24 school year, the Liaison Committee agrees to meet as required to formulate the committee's Term of Reference.

This Letter of Understanding will expire on August 31, 2026.