

# **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 NORTHERN LIGHTS SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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



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This collective agreement is made this 6 of December 2023 between The Northern Lights School Division ("School Division") and the Alberta Teachers' Association ("Association").

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

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

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

**WHEREAS** the parties desire that these matters be set forth in an agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the parties agree as follows:

**1. APPLICATION / SCOPE**

- 1.1. *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the School Division, including teachers with Principal designations, and excepting positions agreed to be excluded in local bargaining between the School Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
- 1.2. **Excluded Positions:** Notwithstanding clause 1.1, the following shall be excluded from this agreement:
  - 1.2.1. Superintendent
  - 1.2.2. Deputy Superintendent
  - 1.2.3. Associate Superintendent
  - 1.2.4. Divisional Directors
  - 1.2.5. Divisional Coordinators
- 1.3. *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4. *The Association is the bargaining agent for each bargaining unit and:*

- 1.4.1. *Has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
- 1.4.2. *Has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*

## **1.5. Role of TEBA**

- 1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the School Divisions and to bind the School Divisions in any agreement with respect to central terms.*
- 1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
- 1.5.3. *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.*

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

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

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

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

## **1.10. Structural Provisions**

### **1.10.1. Teacher-Board Liaison Committee**

1.10.1.1. **The parties hereby recognize that basic to the proper management and administration of a school system is the School Division's right and responsibility to formulate and adopt policies and regulations.**

1.10.1.2. **The School Division and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees, teachers and administrators.**

1.10.1.3. **The parties hereby agree that there shall be constituted a Teacher-Board Liaison Committee for the purpose of considering matters of concern related to school affairs including educational policy**

changes and changes in conditions of professional service, and communicating thereon the views of the respective parties.

1.10.1.4. The Teacher-Board Liaison Committee shall consist of authorized representatives of teachers, elected Board members and their appointees.

1.10.1.5. This committee shall meet initially within the first three (3) months of the school year. Further meetings shall be upon the request of either party.

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

## **2. TERM**

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

### **2.2. List Bargaining**

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

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

### **2.3. Central Matters Bargaining**

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

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

### **2.4. Local Bargaining**

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

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

## **2.5. Bridging**

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

## **2.6. Meet and Exchange**

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

## **2.7. Opening with Mutual Agreement**

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

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

- 2.8.1. *As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31<sup>st</sup> and March 31<sup>st</sup>, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible,*

*the School Division will identify teachers on leaves of absence greater than five months. Nothing in this article prevents the School Division from providing the information on a more frequent basis.*

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

- a) Teacher distribution by salary grid category and step as of September 30<sup>th</sup>;*
- b) Health Spending Account (HSA) / Wellness Spending Account (WSA) / Registered Retirement Savings Plan (RRSP) utilization rates;*
- c) Most recent School Division financial statements;*
- d) Total benefit premium cost;*
- e) Total substitute teacher cost; and,*
- f) Total allowances cost.*

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

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

- 2.8.1.1.** *Name;*
- 2.8.1.2.** *Certificate number;*
- 2.8.1.3.** *Home address;*
- 2.8.1.4.** *Personal home phone number;*
- 2.8.1.5.** *The name of their school or other location where employed;*
- 2.8.1.6.** *Contract type;*
- 2.8.1.7.** *Full time equivalency (FTE); and,*
- 2.8.1.8.** *Salary grid placement.*

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

- 2.8.2. *The School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30<sup>th</sup> but no later than the last operational day in December:*
- 2.8.2.1. *HSA / WSA / RRSP utilization rates;*
  - 2.8.2.2. *Most recent School Division financial statements;*
  - 2.8.2.3. *Total benefit premium cost;*
  - 2.8.2.4. *Total substitute teacher cost;*
  - 2.8.2.5. *Total Principal / Vice Principal / Assistant Principal allowance cost;*
  - 2.8.2.6. *Total other allowance cost; and,*
  - 2.8.2.7. *Notwithstanding the timeline set out in clause 2.8.2, the full-time assignable hours for a typical full time teacher for each school shall be provided no later than October 31<sup>st</sup>.*

### **3. SALARY**

#### **3.1. Salary Pay Date / Schedule**

- 3.1.1. *Save and except substitute teachers, each teacher shall be paid monthly one-twelfth (1/12<sup>th</sup>) of their annual salary in accordance with the provisions of the Education Act and School Division policy and regulation in respect to Payroll Procedures.*
- 3.1.2. *Notwithstanding clause 3.1.1, a teacher shall upon written request prior to May 31<sup>st</sup>, receive their July salary along with the regular June payment, and, provided the required forms and records are submitted to the School Division, the teacher shall receive their August payment on or before July 15<sup>th</sup>.*
- 3.1.3. *Notwithstanding clause 3.1.1, a teacher in their first (1<sup>st</sup>) year of employment with the School Division, upon request, shall be paid after two (2) weeks of employment one-half (1/2) of their regular monthly salary for the month of September. The balance of which is to be paid at the specified time as per clause 3.1.1.*
  - a) *Consideration will be made to a written request from a newly employed teacher in their first (1<sup>st</sup>) month of employment to be paid after two (2) weeks one-half (1/2) of their salary for their first (1<sup>st</sup>) month of employment.*
- 3.1.4. *Adjustments to salary for personal leave and payments for Principal designate allowance shall be made and itemized on the last pay cheque for the school year.*
- 3.1.5. *Adjustments to salary for leave without pay will be made according to the reporting requirements of the Alberta Teachers' Retirement Fund.*



3.1.6. *Payment of administrative allowance other than "Principal Designate" shall commence on the effective date of appointment. The allowance for service as a Principal Designate shall be made in accordance with Alberta Teachers' Retirement Fund requirements.*

**3.2. Grid**

3.2.1. *The School Division shall pay its respective teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.*

3.2.2. *The basic salary rate for any teacher currently employed with the School Division with less than four (4) years of teacher education shall be permanently placed in category four (4) teacher education and level two (2) teacher experience. The teacher shall remain at this placement until the teacher provides the School Division with an updated Teacher Qualifications Service (TQS) form verified by the Association.*

3.2.3. *The number of years of teacher education and the years of teacher experience, as computed according to this agreement, shall together determine the basic salary rates for each teacher employed by the School Division.*

a) *Effective until June 9, 2022*

<b>Experience</b>	<b>Years of Teacher Education</b>		
	<b>4</b>	<b>5</b>	<b>6</b>
<b>0</b>	\$ 59,594	\$ 63,002	\$ 66,653
<b>1</b>	\$ 63,447	\$ 66,853	\$ 70,490
<b>2</b>	\$ 67,300	\$ 70,703	\$ 74,338
<b>3</b>	\$ 71,150	\$ 74,563	\$ 78,188
<b>4</b>	\$ 75,008	\$ 78,413	\$ 82,047
<b>5</b>	\$ 78,860	\$ 82,271	\$ 85,898
<b>6</b>	\$ 82,716	\$ 86,123	\$ 89,750
<b>7</b>	\$ 86,568	\$ 89,975	\$ 93,609
<b>8</b>	\$ 90,418	\$ 93,829	\$ 97,458
<b>9</b>	\$ 94,396	\$ 97,680	\$ 101,307

b) Effective June 10, 2022, 0.50% increase

Experience	Years of Teacher Education		
	4	5	6
0	\$ 59,892	\$ 63,317	\$ 66,986
1	\$ 63,764	\$ 67,187	\$ 70,842
2	\$ 67,637	\$ 71,057	\$ 74,710
3	\$ 71,506	\$ 74,936	\$ 78,579
4	\$ 75,383	\$ 78,805	\$ 82,457
5	\$ 79,254	\$ 82,682	\$ 86,327
6	\$ 83,130	\$ 86,554	\$ 90,199
7	\$ 87,001	\$ 90,425	\$ 94,077
8	\$ 90,870	\$ 94,298	\$ 97,945
9	\$ 94,868	\$ 98,168	\$ 101,814

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

c) Effective September 1, 2022, 1.25% increase

Experience	Years of Teacher Education		
	4	5	6
0	\$ 60,641	\$ 64,108	\$ 67,823
1	\$ 64,561	\$ 68,027	\$ 71,728
2	\$ 68,482	\$ 71,945	\$ 75,644
3	\$ 72,400	\$ 75,873	\$ 79,561
4	\$ 76,325	\$ 79,790	\$ 83,488
5	\$ 80,245	\$ 83,716	\$ 87,406
6	\$ 84,169	\$ 87,636	\$ 91,326
7	\$ 88,089	\$ 91,555	\$ 95,253
8	\$ 92,006	\$ 95,477	\$ 99,169
9	\$ 96,054	\$ 99,395	\$ 103,087

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

d) Effective September 1, 2023, 2.00% increase

Experience	Years of Teacher Education		
	4	5	6
0	\$ 61,854	\$ 65,390	\$ 69,179
1	\$ 65,852	\$ 69,388	\$ 73,163
2	\$ 69,852	\$ 73,384	\$ 77,157
3	\$ 73,848	\$ 77,390	\$ 81,152
4	\$ 77,852	\$ 81,386	\$ 85,158
5	\$ 81,850	\$ 85,390	\$ 89,154
6	\$ 85,852	\$ 89,389	\$ 93,153
7	\$ 89,851	\$ 93,386	\$ 97,158
8	\$ 93,846	\$ 97,387	\$ 101,152
9	\$ 97,975	\$ 101,383	\$ 105,149

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

- a) *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
- b) *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

### **3.4. Experience**

*Teachers shall:*

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

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

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

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

3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*

3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1<sup>st</sup> and February 1<sup>st</sup>.*

*Prior Experience*

3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.*

- a) *Until proof of experience is submitted to the Superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*
- b) *If proof or evidence of application for such proof is submitted to the Superintendent or designate within forty (40) operational days of commencement of employment, the Superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*

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

*Effective until June 9, 2022*

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

*Effective June 10, 2022, repeal 3.4.10*

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

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

- 3.5.1. *CTS Teachers who hold a valid Teaching Certificate and hold a Journeyman's certificate or equivalent will be placed at four (4) years education, zero '0' years of experience or higher, if their TQS evaluation allows.*
- 3.5.2. *The School Division, at its discretion, may recognize for teacher education purposes, a CTS Teacher's technical trade qualifications limited to one further year beyond the teacher's current TQS evaluation.*

- 3.5.3. *Experience increments will be granted for the Journeyman trade experience and will be paid on the basis of one (1) year for each three (3) years of Journeyman trade experience directly related to the teaching assignment. In the event of a major fraction of years of experience, the calculations will be taken to the next higher year. One (1) year of full-time industrial trade experience shall be time equivalent to two thousand (2000) hours worked per year as a Journeyman. Verifiable documents provided are either from a third party employer, filed tax returns or other support documents which confirm work in the area for which the teacher holds a valid journeyman certificate and will be teaching.*
- 3.5.4. *Following initial placement, the CTS teacher shall be entitled to the regular experience increments provided by this agreement, up to the maximum provided in the applicable category.*
- 3.5.5. *Such recognition for teacher education and experience purposes requires that the teacher be instructing in a relevant trades-based course, and will not be provided when the teacher requests to cease such instruction, effective the pay period following the change in teaching assignment. In the event that the teacher is assigned to a non-CTS position, the aforementioned recognition for salary purposes will be grandfathered for the period of one (1) year.*

### **3.6. Summer School**

- 3.6.1. Teachers providing instructional services for courses approved by the School Division the months of July and August shall be paid one two-hundredth (1/200th) of their grid placement for every full day that instruction is provided. One-half (1/2) day of instructional service will be paid one four-hundredth (1/400th) of their grid placement.

### **3.7. Other Allowances**

#### **3.7.1. Convention Expenses and Allowances**

- a) The Division will provide to each teacher under contract on or before February 1<sup>st</sup> an annual allowance of \$150 paid in that month's pay period to offset the cost of attending the ATA Teachers' Convention.

- 3.7.2. A teacher who is engaged to provide service as a speaker for a teacher professional development event shall be entitled to retain any honorarium and/or stipend provided in addition to their regular salary and allowances for that day. Provided a leave is necessary, appropriate leave approval is required.

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

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

- 4.1.1. The School Division may create and fill administrative, supervisory or other positions, where a teaching certificate is a requirement of the position, other than those specifically enumerated in this [article](#), provided that the allowance

for such position is established by an addendum to this agreement prior to the position being filled.

**4.2. Administration Allowances:** In addition to basic salary, a person appointed to administrative positions shall receive an allowance according to the following schedule. Increases to the allowances will be calculated as shown below:

**4.2.1. Principal Allowances:** A Principal allowance shall be paid in consideration of the number of students under the division of a school on September 30<sup>th</sup>. A student enrolled in an Early Childhood Services (ECS) program will be counted as 0.8 FTE for allowance purposes. The per annum allowance applicable for the term of this agreement is as follows:

	<b>Effective until June 9, 2022</b>	<b>Effective June 10, 2022 0.50% Increase</b>	<b>Effective September 1, 2022 1.25% Increase</b>	<b>Effective September 1, 2023 2.00% Increase</b>
<b>Basic Allowance</b>	\$ 16,048	\$ 16,128	\$ 16,330	\$ 16,657
<b>Per Student 1—100 Students</b>	N/A	N/A	N/A	N/A
<b>Per Student Over 100 Students (101+)</b>	\$ 19.75	\$ 19.85	\$ 20.10	\$ 20.50

\*Per student rate is calculated from the first student

a) Notwithstanding any other provision in the Collective Agreement, Principals shall receive a minimum allowance of twenty-five thousand dollars (\$25,000) annually, prorated based on FTE.

**4.2.2. Assistant Principal:** Each Assistant Principal shall be paid an allowance that is one-half (1/2) of the allowance paid in accordance with clause 4.2.1.

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

**4.2.3. Allowances for Learning Consultant designated positions:** (divisionally based positions - such as Technology, Literacy, Numeracy, and Inclusive Education).

a) Effective until June 9, 2022, six thousand five hundred dollars (\$6,500) annually.

b) Effective June 10, 2022 (0.50% Increase), six thousand five hundred and thirty two dollars (\$6,532.50) annually.

c) Effective September 1, 2022 (1.25 % Increase), six thousand six hundred and fourteen dollars (\$6,614.16) annually.

d) *Effective September 1, 2023 (2.00 % Increase), six thousand seven hundred and forty-six dollars (\$6,746.44) annually.*

#### **4.3. Red Circling**

4.3.1. **Transfer Adjustments:** In the event that the School Division initiates the transfer of a Principal or Assistant Principal and such transfer results in an administrative allowance that is less than the allowance the Principal or Assistant Principal currently receives by more than twenty (20) students, the School Division will maintain the higher allowance payment for three (3) school years. For transfers that become effective following the commencement of a school year, the higher administrative allowance will be paid for the remainder of that school year and the following three (3) school years. This shall not apply if the Principal or Assistant Principal requests the transfer.

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

4.4.1. When in the absence of the Principal, an Assistant Principal or Principal Designate acts in their place for a period of more five (5) consecutive operational days they shall be designated as temporary acting Principal and shall be paid a Principal's allowance effective the sixth (6th) day.

4.4.2. **Principal Designate:** The allowance for service in this capacity shall be as follows:

a) For each **half day**:

4.4.2.1. Effective until June 9, 2022, thirty dollars and eight cents (\$30.08)

4.4.2.2. Effective June 10, 2022 (0.50% Increase), thirty dollars and twenty-three cents (\$30.23)

4.4.2.3. Effective September 1, 2022 (1.25 % Increase), thirty dollars and sixty-one cents (\$30.61)

4.4.2.4. Effective September 1, 2023 (2.00 % Increase), thirty-one dollars and twenty-two cents (\$31.22)

b) For each **full day**:

4.4.2.1. Effective until June 9, 2022, sixty dollars and fifteen cents (\$60.15)

4.4.2.2. Effective June 10, 2022 (0.50% Increase), sixty dollars and forty-five cents (\$60.45)

4.4.2.3. Effective September 1, 2022 (1.25 % Increase), sixty-one dollars and twenty-one cents (\$61.21)

4.4.2.4. Effective September 1, 2023 (2.00 % Increase), sixty-two dollars and forty-three cents (\$62.43)



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

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

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

##### **4.6.1. Principal Lieu Days**

- a) Since Principals and Assistant Principals are expected to be at work for five (5) days of their summer holidays prior to the commencement of the school year, they are entitled to five (5) equivalent days leave without loss of pay during the school year. Unused days, to a maximum of two (2) days, will be paid at the rate of 1/200<sup>th</sup> of the administrator's total salary.

- b) Principals and Assistant Principals require Superintendent approval for two (2) or more “five for five” days to be taken consecutively.
- c) “Five for five” days may be used to extend the summer, Christmas or Spring breaks, or any other week long or longer break in the school calendar only once per school year.

## **5. SUBSTITUTE TEACHERS**

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

5.1.1. *A substitute teacher means a teacher employed on a day-to-day basis.*

5.1.2. *Substitute teachers' daily rates of pay will be;*

- a) *Effective until June 9, 2022, for a full day two hundred twelve dollars (\$212); for one-half (1/2) day or less one hundred and six dollars (\$106), inclusive of six percent (6%) vacation pay.*
- b) *Effective June 10, 2022 (0.50% Increase), for a full day two hundred thirteen dollars (\$213); for one-half (1/2) day or less one hundred and seven dollars (\$107), inclusive of six percent (6%) vacation pay.*
- c) *Effective September 1, 2022 (1.25% increase) for a full day two hundred twenty dollars (\$220); for one-half (1/2) day or less one hundred and ten dollars (\$110), inclusive of two percent (2%) in lieu of benefits.*
- d) *Effective September 1, 2023 (2% increase), for a full day two hundred twenty-four dollars (\$224); for one-half (1/2) day or less one hundred and twelve dollars (\$112), inclusive of two percent (2%) in lieu of benefits.*

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

- 5.2.1. *A teacher substituting for five (5) or more consecutive days for the same teacher shall be paid according to grid position retroactive to the first (1<sup>st</sup>) day.*
- 5.2.2. *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

### **5.3. Other Substitute Teacher Conditions**

#### **5.3.1. Cancellation of Substitute Assignment:**

- a) *When a substitute teacher has accepted employment and cancellation occurs within 24 hours of the commencement of their assignment, the substitute teacher may be assigned an alternate available assignment that is within their established parameters.*

- b) Should no alternate assignment be available the substitute teacher will be provided with pay for the original assignment provided that they do not accept employment from another Division.
- c) The above shall not apply in the event of inclement weather, cancellation of classes, school closure for any reason, or if another assignment is offered for the same date as the cancelled assignment.

**5.3.2. Substitute Teacher Professional Development**

- a) Substitute teachers who provide service to the Division, may attend either one Division professional development day or one day of Teachers' Convention with pay pending the prior approval of the Superintendent or designate. No additional costs will be reimbursed to the substitute teacher for the attendance at these events.

**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. Interim / Temporary / Part-Time Teachers:** *Teachers on employment contracts which do not require full day service for a full school year shall be considered as part-time teachers and as such eligible for all provisions and benefits of this agreement.*

6.2.1. *Salary shall be determined as per the Education Act Section 220.*

6.2.2. *Sick leave (Article 10) shall be prorated on the basis of FTE.*

6.2.3. *Compassionate leave (Article 14.1) shall be prorated on the basis FTE.*

6.2.4. *Personal leave (Article 12) shall be prorated on the basis of FTE.*

6.2.5. *Part-time teachers shall be compensated on the basis of FTE when required by School Division directive to participate in activities beyond the scope of their normal responsibilities.*

**6.3. Continuous Part-Time Teachers:** *Teachers on a contract of continuous employment which do not require full day service for a full school year shall be considered as full time teachers and as such eligible for all provisions and benefits of this agreement.*

6.3.1. *Salary shall be determined as per the Education Act Section 220.*

6.3.2. *Sick leave (Article 10) shall be prorated on the basis of FTE.*

6.3.3. *Compassionate leave (Article 14.1) shall be prorated on the basis FTE.*

6.3.4. *Personal leave (Article 12) shall be prorated on the basis of FTE.*

- 6.3.5. *Part-time teachers shall be compensated on the basis of FTE when required by School Division directive to participate in activities beyond the scope of their normal responsibilities.*

**6.4. Part Time Benefits and Proration**

- 6.4.1. *School Division contributions for Group Insurance Plan premiums shall be prorated on the basis of FTE with the exception that the School Division will contribute premiums for part-time teachers between 0.5 and 0.75 FTE on the same basis as a 0.75 FTE teacher and that the School Division will contribute premiums for part-time teachers between 0.76 and 0.99 FTE on the same basis as a full-time teacher.*

**6.5. Other Part Time Conditions**

- 6.5.1. The School Division may provide a part-time assignment to a teacher with a full time continuous contract upon the teacher's request.
- 6.5.2. The part-time assignment shall continue from year to year until:
- a) The School Division provides notice to the teacher that they shall have a change in full-time equivalent or,
  - b) The School Division and the teacher mutually agree to a change in full-time equivalent.
  - c) Teachers on part-time continuing contract shall not have their teaching assignment reduced by more than 0.2 FTE per school year without mutual agreement.

**7. GROUP BENEFITS**

*Effective September 1, 2022, all references to "Alberta Healthcare Premiums" in the collective agreement are removed.*

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

- 7.1.1. *The School Division shall pay on behalf of each participating teacher; premiums connected with approved group insurance programs as follows:*
- a) *One hundred per cent (100%) of the teachers' premiums for the Alberta School Employee Benefit Plan (ASEBP) – Extended Disability Benefits – Plan D.*
  - b) *One hundred per cent (100%) of the teachers' premiums for the ASEBP - Life Insurance and Accidental Death and Dismemberment – Plan 2.*
  - c) *One hundred per cent (100%) of the teachers' premium for the ASEBP - Extended Health Care - Plan 1.*

d) *One hundred per cent (100%) of the teachers' premium for the ASEBP - Dental Care - Plan 3.*

e) *One hundred per cent (100%) of the teachers' premiums for the ASEBP - Vision Care – Plan 3.*

7.1.2. *Upon becoming eligible for extended disability benefits, teachers shall be provided with 100 per cent (100%) payment of premiums for Vision Care – Plan 3 and Dental Care – Plan 3.*

## **7.2. Group Benefits Eligibility**

7.2.1. *Membership in group insurance plans operated jointly by the School Division and the Association are a condition of employment for all eligible teachers, except where membership would duplicate that already provided by a spouse. Any teacher who does not apply within thirty (30) calendar days of commencement of employment will be considered a late applicant and may have to forego benefits.*

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

7.3.1. *The School Division will establish for each eligible teacher a HSA for the use of the eligible teacher, their spouse and dependents, and administered by the ASEBP, which adheres to Canada Revenue Agency (CRA) and Income Tax Act requirements. In addition, a WSA (Choice Option 3) shall also be made available to each eligible teacher their spouse and dependents, and administered by the ASEBP, which adheres to CRA and Income Tax Act requirements.*

7.3.2. *The School Division will contribute an annual amount as per the schedule below per eligible teacher per year to such account(s), contributions to be made monthly. School Division contributions are an earned benefit and shall be made on a monthly basis over a period of ten (10) months.*

**Schedule:** Seven hundred and twenty-five per year (\$725.00 / year)  
Seventy-two dollars and fifty cents per month (\$72.50 / month)

a) *The proportion of monies to be directed to each account shall be determined on an annual basis by eligible teachers, or in the case of newly hired teachers, at the commencement of employment with the School Division.*

7.3.3. *The unused balance(s) will be carried forward to the extent permitted by CRA.*

7.3.4. *Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.*

7.3.5. *In this article "eligible teacher" means any teacher on a continuing, probationary, interim or temporary contract. Substitute teachers are not eligible for a HSA / WSA.*

#### **7.4. Other Group Benefits**

- 7.4.1. Payments made towards benefit plans by the School Division shall permit the School Division to retain, and not pass on to teachers, any rebates of premiums otherwise required under Canada Employment and Immigration Commission regulations.
- 7.4.2. **Subrogation:** If a teacher receives sick leave benefits because the teacher has been injured through the fault of another party, the School Division has subrogation rights. This means the teacher, if they sue, shall be required to include a claim to recover these benefits from the other party and then reimburse the School Division the benefits received less the cost of litigation on a proportionate basis. The School Division shall notify the teacher of this requirement in a reasonable period of time of the said benefits commencing.

### **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 commencing the 2017-18 school year.*
- 8.1.2. *Effective September 1, 2022, teacher instructional time will be capped at 916 hours per school year commencing the 2022-23 school year.*
- 8.1.3. *Teacher assignable time will be capped at 1200 hours per school year.*

#### **8.2. Assignable Time Definition**

- 8.2.1. *Assigned Time is defined as the amount of time that School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*
- a) Operational days (including teachers' convention);*
  - b) Instruction;*
  - c) Supervision, including before and after classes, transition time between classes, recesses and lunch breaks;*
  - d) Parent teacher interviews and meetings;*
  - e) School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3;*
  - f) Staff meetings;*
  - g) Time assigned before and at the end of the school day; and,*

*h) Other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day.*

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

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

*a) The teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*

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

*c) The time is spent traveling to and from the teacher's annual convention.*

### **8.3. Service Outside of Operational Days**

**8.3.1.** Excluding Summer School, all teachers on contract who apply and are approved by the Superintendent or designate to present or attend Division training outside of the regular school calendar shall be compensated at a rate of 1/200<sup>th</sup> per full day or 1/400<sup>th</sup> per half day.

### **8.4. Extracurricular activities**

**8.4.1.** Teachers who supervise extracurricular activities are doing so on a voluntary basis. Extracurricular activities are those that are pre-approved by the Superintendent or designate. Extracurricular activities:

**a)** Must work directly with students; and

**b)** Occur outside the normal hours of instruction and for which a teacher is not receiving other remuneration.

**8.4.2.** Effective September 1, 2024 in recognition of the efforts of teachers to provide extracurricular activities that take place beyond the instructional time, any teacher who provides 200 or more hours of pre-approved extracurricular supervision per school year shall receive one (1) paid release day in recognition of their volunteerism. Hours will not be bankable from one year to the next. The paid release day must be used within the school year the hours are earned and the paid release day will not be paid out.

## **8.5. Duty Free Lunch**

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

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

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

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

## **9. PROFESSIONAL DEVELOPMENT**

### **9.1. Teacher Professional Growth Plan**

*9.1.1. Teacher Professional Growth Plans will consider but will not be required to include the School Division's goals.*

*9.1.2. The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*

*9.1.3. School Divisions and / or schools are not restricted in developing their own staff development plan in which the School Division and / or school may require teachers to participate.*

### **9.2. ATA Local 15 Professional Development Fund**

*9.2.1. The School Division will allocate eighty-five thousand (\$85,000) per school year to a professional development fund administered by the Northern Lights ATA Local 15. The total fund may not exceed 175% of the Division's allocation in any given year.*

*9.2.2. The fund shall be available to all active ATA members on contract with the School Division.*

*9.2.3. The School Division shall contribute the funds annually to the Northern Lights ATA Local 15 by September 30<sup>th</sup> of each year.*

*9.2.4. The funds will be administered by the Northern Lights Local ATA Committee who will establish guidelines for accessing this fund and be accountable to its membership for the distribution for the funds associated with any costs including related substitute costs.*



- 9.2.5. The Association shall provide the School Division with a detailed annual report prior to September 30<sup>th</sup> of the following year. The format and content of the report will be mutually agreeable to the Association and the School Division and shall include specifics of how the funds are being used.
- 9.2.6. *Any release from assigned duties to participate in Professional Development must first be approved by the Principal. Any tax implications or liabilities are the responsibility of the teacher; the School Division shall not be held liable.*

### **9.3. Professional Improvement Leave**

- 9.3.1. **Professional Improvement Leave shall mean a leave of absence without pay granted by the School Division at its discretion and upon application by a teacher for study or other activities designed to improve the teacher's academic or professional qualifications.**
- a) *All applications for Professional Improvement Leave shall be submitted to the Superintendent by April 30<sup>th</sup> or a minimum of ninety (90) days prior to the proposed commencement of the leave.*
  - b) *All applicants for Professional Improvement Leave shall be advised of the Superintendent's decision within thirty (30) days of receipt of the application.*
  - c) *Procedures governing applications and approval of Professional Improvement Leave shall be in accordance with School Division policy and regulations.*
  - d) *The terms and conditions of any Professional Improvement Leave shall be agreed to in writing prior to final approval.*
  - e) *Except as herein provided, the School Division shall not be responsible for any benefits or the payments of any premiums associated therewith, on behalf of a teacher on Professional Improvement Leave. The teacher may however maintain existing benefits entirely at their personal expense.*

## **10. SICK LEAVE**

- 10.1. *Leave with pay will be granted to teachers for the need to obtain medical or dental treatment. The School Division may require a medical certificate.*
- 10.2. *Leave with pay necessitated by the illness of a teacher will be granted to the teacher in accordance with the Education Act and the following:*
- 10.2.1. *In the first (1<sup>st</sup>) year of service with the School Division, leave will be granted at the rate of two (2) days per month to a maximum of twenty days (20) per year of which at least twelve (12) days will be retained for the teacher's personal illness or injury.*

- 10.2.2. *After the first (1<sup>st</sup>) year and subject to continuing uninterrupted service, each teacher shall be eligible for sick leave benefits to a maximum of ninety (90) calendar days per year.*
- 10.2.3. *After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid and the ASEBP shall take effect.*
- 10.2.4. *Where a teacher has suffered an illness and / or has been paid under the provisions of the ASEBP, upon their ability to return to duty as certified by a School Division approved practitioner at the School Division 's expense, they shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*

*During the first year of service with the School Division the remainder of days earned under clause 10.2.1.*

*After the first (1<sup>st</sup>) year of service with the School Division - ninety (90) calendar days.*

- 10.2.5. *The accumulated sick leave benefits of a teacher shall not be affected as a result of any leave of absence granted by the School Division for reasons other than those provided for by this article, for a period not exceeding one (1) year.*
- 10.2.6. *Before any payment is made under the foregoing regulations, the teacher may be required to provide:*
- a) *A declaration, on a form provided by the School Division, where the absence is for a period of three (3) operational days or less.*
  - b) *A certificate signed by a qualified medical or dental practitioner where the absence is for a period of over three (3) operational days. The School Division may require medical certification for periods of three (3) days or less. In these instances, the School Division will notify the teacher and the Coordinator of Teacher Employment Services in writing if it requires a teacher to provide further medical certificates.*
  - c) *Prior to an employee returning to work after a period of thirty (30) or more continuous calendar days of medical absence, the teacher shall provide the School Division with a medical certificate signed by a School Division approved medical practitioner indicating their ability to return to normal working duties, cost to be borne by the School Division.*
- 10.2.7. *When a teacher leaves the employ of the School Division all sick leave shall be cancelled.*
- 10.2.8. *A teacher attending a medical or dental appointment outside the immediate area may be required to provide proof of attendance, cost of such proof to be borne by the School Division.*
- 10.2.9. *It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the ASEBP will not be entitled to receive cumulative sick pay benefits.*

## **11. MATERNITY, ADOPTION AND PARENTAL LEAVE**

### **11.1. Maternity Leave**

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

### **11.2. Parental Leave**

- 11.2.1. Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2. Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3. The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4. The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5. Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance*

*with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

- 11.2.6. *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

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

- 11.3.1. *The School Division shall top up Supplementary Employment Benefits (SEB) to one hundred per cent (100%) of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2. *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3. *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The HSA / WSA will remain active for the duration of parental leave but no further credits will be contributed to the HSA / WSA during this time.*

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

- 11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of a parental leave.*
- 11.4.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred per cent (100%) of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3. *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*

- 11.4.4. *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5. *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.4.6. *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

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

- 12.1. *Personal leave with pay and benefits will be earned at the rate of three (3) days per school year which is non accumulative, and subject to operational feasibility of the school, shall be granted to a teacher for reasons not otherwise provided under this agreement and subject to the following:*
  - 12.1.1. *The teacher shall be granted two (2) days without deduction and one (1) day with deduction equivalent to the cost of a substitute, which will be applied to the teacher's salary.*
  - 12.1.2. *Personal leave is an earned benefit over the course of the school year and any adjustments would be applied at year-end or at the time of discontinuance of service, whichever occurs first. Extension of a break (summer, Christmas, spring, or any other weeklong or longer break in the school calendar) may only be taken with prior written approval by the Superintendent or designate who shall take into consideration the operational needs of the school. Extension of a break will only be considered once per school year per teacher.*
    - a) *Personal leaves of absence for more than two (2) consecutive days require the prior approval of the Superintendent of Schools or their designate.*

## **13. ASSOCIATION LEAVE AND SECONDMENT**

*Effective until August 31, 2022*

- 13.1. *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.2. *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The*

*Association will reimburse the School Division as per clause 13.1. Such leaves will not be unreasonably denied.*

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

*Effective September 1, 2022*

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

## **14. OTHER LEAVES**

### **14.1. Compassionate Leave**

*14.1.1. Temporary leave of absence, with pay and benefits, necessitated at the time of critical illness requiring hospitalization or emergency medical treatment shall be granted as follows:*

- a) Involving members of the immediate family - husband, wife, son, daughter, parent, brother, sister, parent-in-law, including adult interdependent relationship; a period not exceeding five (5) working days.*
- b) Involving members of the extended family of the teacher or spouse: grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece or a member of the teacher's household; a period not exceeding three (3) working days.*
- c) The School Division may in the case of critical illness require a medical certificate.*

*14.1.2. Temporary leave of absence, with pay and benefits, necessitated at the time of death shall be granted as follows:*

- a) Involving members of the immediate family - husband, wife, son, daughter, parent, brother, sister, parent-in-laws, including adult interdependent relationship; a period not exceeding five (5) working days.*
- b) Involving members of the extended family of the teacher or spouse - grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece or a member of the teacher's household; a period not exceeding three (3) working days.*
- c) Additional compassionate leave where required may be granted upon application to the Superintendent or designate. An additional leave may be granted only when the funeral arrangements necessitate out of province or out of country travel.*
- d) Up to one (1) day for a funeral for anyone not listed in clauses 14.1.1.1 and 14.1.1.2, with prior approval by the Superintendent or designate.*

### **14.2. Jury Duty, Court Summons or Subpoena Leave**

*14.2.1. Leave of absence without loss of salary and benefits shall be granted for jury duty or any summons related thereto; or to answer a subpoena or summons to attend any court proceeding as a witness in a cause other than the teacher's own. The teacher shall reimburse the School Division an equivalent amount of any witness fee or jury stipend set by the court.*

### **14.3. Compassionate Care Leave**

14.3.1. *Eligible employees will be granted leave without pay to care for gravely ill family members as per the Employment Standards Code.*

**14.4. General Discretionary Leave / Additional Leave:** Additional leaves of absence may be granted with or without pay at the discretion of the Superintendent or designate. The superintendent or designate may request the teacher provide rationale for the leave.

**14.5. Leave for Child's Arrival:** *Teachers will be granted two (2) days for the arrival of the teacher's child / placement of an adopted child.*

**14.6. Convocation / Graduation**

14.6.1. A teacher is entitled to a leave of absence with pay and applicable benefits for one (1) day per year to attend the teacher's own convocation related to the teacher's academic studies provided the convocation falls during the school year.

14.6.2. A teacher is entitled to a leave of absence with pay and applicable benefits to a maximum one (1) day per year to attend the post-secondary graduation / convocation of their spouse, child or parent.

**14.7. Family Needs**

14.7.1. *A teacher is entitled to five (5) days with pay in each school year to provide care for a family member, make arrangements for medical care of a family member, or attend to other legal or business issues necessary for long-term or emergent support of a family member. Family member is defined in clause 14.1.1.1.*

14.7.2. *On the first (1<sup>st</sup>) day, this leave requires notification to the Principal. In the event of the second (2<sup>nd</sup>) or more consecutive days, the leave requires approval by the Superintendent or designate.*

**14.8. Deferred Salary Leave Plan**

14.8.1. Teacher requesting a deferred salary must hold a continuous contract.

14.8.2. The School Division shall make available a Deferred Salary Leave Plan and make the necessary payroll deductions for remittance to the corporation administering the plan.

14.8.3. A maximum of ten (10) teachers shall be granted a deferred salary leave of absence for a given year. A maximum of three (3) teachers shall be granted deferred salary leave from a single school site in any given year.

14.8.4. Proposals shall be submitted to the Superintendent or designate by May 31 of the school year proceeding the potential enrollment in the deferred salary program. Inter-year deferrals will not be considered.

14.8.5. Upon the expiry of the leave of absence under the Deferred Salary Leave Plan, the teacher shall resume employment with the School Division.



- 14.8.6. A Deferred Salary Committee consisting of a Board member, a teacher representative and a member of School Division Office administration may be established to resolve conflicts that may arise with the Deferred Salary Leave Plan.

## **15. GRIEVANCE PROCEDURE**

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

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

- 15.6. *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a Grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the Grievor's attendance including the actual cost of the substitute and the School Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole Arbitrator. The sole Arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three (3) member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three (3)-member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second (2nd) representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The Arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The Arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the Arbitrator / arbitration board is final and binding on:*

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

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

**15.16. TEBA Involvement in Grievance Proceedings**

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

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

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

*b) 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.*

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

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

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

**15.17. Optional Mediation Process**

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

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

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

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

#### 15.18. Administration

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

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

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

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

## 16. EMPLOYMENT

### 16.1. Transfer

16.1.1. Where the School Division initiates a teacher's transfer to a school which is in excess of fifty (50) km away from their existing residence and the teacher chooses to relocate to the new community, the School Division shall reimburse the teacher for approved costs directly incurred in the transporting of household furnishings and personal effects from the existing residence to the new residence subject to the teacher providing an approved estimate of costs prior to the move being undertaken, and providing a statement of costs incurred with supporting documents upon completion of the move.

a) Prior to and including the last day of the school year, when a vacancy occurs, a teacher who has filed a notice of intent to transfer for that type of assignment shall be considered for the vacant position. Should the teacher not be selected, they may request a written explanation of the reason(s).

- b) When a teacher is transferred subsequent to the commencement of the school year the teacher, upon request, shall be provided up to three (3) days of unassigned time to prepare for the new assignment.

**16.2. Probationary Period**

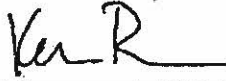
- 16.2.1. A teacher in possession of a probationary contract shall be notified by the School Division prior to May 30<sup>th</sup> of the current school year as to the future status of the contract.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF** the parties have executed this agreement this 3rd day of October, 2024.

On behalf of the Board of Trustees of the  
NORTHERN LIGHTS SCHOOL DIVISION

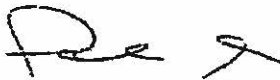
On behalf of the ALBERTA TEACHERS'  
ASSOCIATION




Chairperson of the Board



Chairperson of Negotiations Committee



Secretary-Treasurer



Chairperson of Negotiations Committee



Associate Coordinator  
Teacher Employment Services

**LETTERS OF UNDERSTANDING—CENTRAL**

**LETTER OF UNDERSTANDING #1**

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

*Signed by the parties on October 11, 2018.*

## **LETTER OF UNDERSTANDING #2**

### **RE: INTERIM GRIEVANCE PROCEDURE**

**WHEREAS** at the time of signing this Letter of Understanding, The Alberta Teachers' Association (Association) 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 2018–2020 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.

a) If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.



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

### **INTERIM GRIEVANCE PROCEDURE**

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

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

- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The Arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The Arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the Arbitrator / arbitration board is final and binding on:*
- 15.15.1. *The School Division and the Association; and,*
- 15.15.2. *Teachers covered by the Collective Agreement who are affected by the award.*
- 15.16. *TEBA Involvement in Grievance Proceedings*
- 15.16.1. *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.*
- 15.16.2. *At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the School Division.*
- 15.16.2.1. *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.*
- 15.16.2.2. *Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*
- 15.16.2.3. *Within five (5) operational days of the meeting set out in clause 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*
- 15.16.3. *In the event that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2. TEBA will provide written notice to the Superintendent or designate and the Associate Coordinator-Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*
- 15.16.4. *In instances where TEBA assumes carriage over a grievance process, all references to School Divisions in this article shall be read to apply to TEBA.*

### **15.17. Optional Mediation Process**

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

### **15.18. Administration**

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

**LETTER OF UNDERSTANDING #3**

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

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

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

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

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

**LETTER OF UNDERSTANDING # 4**

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

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

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

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

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

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

**LETTER OF UNDERSTANDING #5**

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

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

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

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:**

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

## **LETTER OF UNDERSTANDING #6**

### **EXPEDITED ARBITRATION (12 MONTH-PILOT)**

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



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

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

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

## **LETTER OF UNDERSTANDING #7**

### **DUTY TO ACCOMMODATE**

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

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

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

## **LETTER OF UNDERSTANDING #8**

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING #9**

### **EXPERIENCE FORM**

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

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

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

## **TEACHING EXPERIENCE FORM**

Date: \_\_\_\_\_

Issuing School Division: \_\_\_\_\_

Teacher Name: \_\_\_\_\_

Teaching Certificate Number \_\_\_\_\_

### **Teaching Experience**

Recognized Years of Experience: \_\_\_\_\_

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

### **School Division Contact**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## **APPENDIX A—Teaching Experience Provisions**

### **3.4. Experience** *Teachers shall:*

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

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

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

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

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

*Prior Experience*

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

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

## **LETTERS OF UNDERSTANDING—LOCAL**

### **LETTER OF UNDERSTANDING #10**

#### **IMPASSABLE ROADS**

The Division will amend and maintain an Administrative Procedure on Impassable Roads to include the following language:

1. In the event of inclement weather, staff are expected to make reasonable efforts to be in attendance at their school or assigned site.
  - 1.1. Staff who are unable to report to their school or assigned site may request to their school-based administration or the employee's supervisor in collaboration with the Superintendent or designate to postpone their journey to work, work at an alternate Division location or to work online at home under the direction of their supervisor. Staff will not lose pay or benefits when engaged in alternative work.
  - 1.2. Staff are expected to make multiple attempts to attend their place of work.



**LETTER OF UNDERSTANDING #11**

**RIGHT TO APPEAL UNREASONABLE UNREASONABLE ASSIGNMENT**

An Administrative Procedure will be created for a process to appeal an assignment of duties which the teacher deems not pedagogically or functionally appropriate and/or creates conditions in which limits their ability to render services.

