

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 PEMBINA HILLS SCHOOL DIVISION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024

This collective agreement is made this 21st of June 2023 between The Pembina Hills 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.

1. APPLICATION/SCOPE

- 1.1. *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the School Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the School Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
- 1.2. **Excluded Positions**
 - 1.2.1. Superintendent
 - 1.2.2. Deputy Superintendents
 - 1.2.3. Assistant Superintendents
 - 1.2.4. Directors, to a maximum of three (3)
- 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 (Effective date of ratification of the 2018-20 local Memorandum of Agreement)*
- 1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the School Divisions and to bind the School Divisions in any agreement with respect to central terms.*
- 1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
- 1.5.3. *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms*
- 1.6. *School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7. *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8. *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9. *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10. *All provisions of this collective agreement shall be read to be gender neutral.*

2. TERM

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

2.2. List Bargaining

- 2.2.1. *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry 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 15 days and not more than 30 days after the central matters and local matters have been determined.

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

2.4. Local Bargaining

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

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

2.5. Bridging

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

- a) a new collective agreement is concluded, or*
- b) a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.*

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

2.6. Meet and Exchange

- 2.6.1. *For central table bargaining, representatives of the Association and TEBA shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.*
- 2.6.2. *For local table bargaining, representatives of the Association and an School Division shall meet and commence collective bargaining not more than 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 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*
- 2.8.2. *The School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December:*
 - 2.8.2.1. *Teacher distribution by salary grid category and step as of September 30;*
 - 2.8.2.2. *HSA/WSA/RRSP utilization rates;*
 - 2.8.2.3. *Most recent School Division financial statement;*
 - 2.8.2.4. *Total benefit premium cost;*
 - 2.8.2.5. *Total substitute teacher cost; and*
 - 2.8.2.6. *Total allowances cost.*

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

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division shall provide to the Association at least twice each year no later than October 31 and May 31, a common report, in a format established by TEBA, with a list of*

School Division employees who are members of the Association and include the following items for each teacher:

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

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

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

- 2.8.2.1. Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
- 2.8.2.2. Most recent School Division financial statement;*
- 2.8.2.3. Total benefit premium cost;*
- 2.8.2.4. Total substitute teacher cost;*
- 2.8.2.5. Total principal/vice-principal/assistant principal allowance cost;*
- 2.8.2.6. Total other allowance cost; and*
- 2.8.2.7. Notwithstanding the timeline set out in 2.8.2, the full-time assignable hours for a typical full time teacher for each school shall be provided no later than October 31.*

3. SALARY

3.1. Salary Pay Date/Schedule

Save and except substitute teachers, the School Division shall pay each teacher 1/12 of the teacher's annual salary on the 25th of each month from September to August, except prior to Christmas break where payment shall be on the last operation day.

- 3.1.1. *The School Division shall pay substitute teachers on or before the seventh (7th) working day of the month following their service.*
- 3.1.2. *Clause 3.1 notwithstanding, where a teacher other than one employed at Vista Virtual School (VVS) has resigned, two-twelfths (2/12) of the annual salary shall be paid on or before the last Friday of June. The remaining balance shall be paid pursuant to Section 220 of the Education Act.*
- 3.1.3. *Salary payment shall be delivered to the teacher's bank in accordance with clause 3.1.*
- 3.1.4. *Upon request to the School Division no later than August 31, beginning teachers shall receive an advance of 30% of their estimated monthly income on the 10th of September. When September 10 falls on a weekend, deposit date will be the following Monday.*

3.2. Grid

- 3.2.1. *The School Division shall pay its 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 number of complete years of teacher education and the years of teaching experience, as computed according to this agreement, shall together determine the basic salary rate for each teacher employed by the School Division.*
- 3.2.3.

	Effective September 1, 2018			Effective June 10, 2022 (0.50%)		
	4	5	6	4	5	6
0	59,682	63,334	66,858	59,980	63,651	67,192
1	63,243	66,894	70,418	63,559	67,228	70,770
2	66,802	70,455	73,978	67,136	70,807	74,348
3	70,366	74,016	77,539	70,718	74,386	77,927
4	73,925	77,576	81,099	74,295	77,964	81,504
5	78,028	81,681	85,202	78,418	82,089	85,628
6	82,130	85,782	89,304	82,541	86,211	89,751
7	86,234	89,885	93,408	86,665	90,334	93,875
8	90,336	93,988	97,513	90,788	94,458	98,001
9	94,438	98,090	101,613	94,910	98,580	102,121

	Effective September 1, 2022 (1.25%)			Effective September 1, 2023 (2.00%)		
	4	5	6	4	5	6
0	60,730	64,447	68,032	61,945	65,736	69,393
1	64,353	68,068	71,655	65,640	69,429	73,088
2	67,975	71,692	75,277	69,335	73,126	76,783
3	71,602	75,316	78,901	73,034	76,822	80,479
4	75,224	78,939	82,523	76,728	80,518	84,173
5	79,398	83,115	86,698	80,986	84,777	88,432
6	83,573	87,289	90,873	85,244	89,035	92,690
7	87,748	91,463	95,048	89,503	93,292	96,949
8	91,923	95,639	99,226	93,761	97,552	101,211
9	96,096	99,812	103,398	98,018	101,808	105,466

3.3. Education

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

- 3.3.4.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

3.4. Experience

Teachers shall:

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

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

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

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

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

3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

Prior Experience

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

- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero 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.*

Effective until June 9, 2022

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

Effective June 10, 2022, repeal 3.4.10

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

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

- 3.5.1. *A teacher in a Career Technology Studies position, as identified in clause 3.5.2.1, who holds one or more Alberta journeyman's certificate or the equivalent, related to their teaching, shall be granted one year in teacher education for salary purposes on the basis of such trades' qualifications, in addition to actual training in a recognized teacher training institution. Time required to obtain this qualification cannot be counted for experience recognition in 3.5.2.3.*

3.5.2. *Clause 3.5.2 shall apply to Career and Technology Studies (CTS) teachers.*

3.5.2.1. *In this clause, a CTS teacher is one who is teaching CTS, shop or business education courses for at least half of their teaching day.*

3.5.2.2. *CTS teacher salary entitlement, provided they have no previous teaching experience as a certified teacher, will be the minimum salary rate according to their evaluation of teacher education for salary purposes.*

3.5.2.3. *In addition to their salary rate, each CTS teacher will be entitled to an industrial experience allowance (as a journeyman or equivalent), as set forth below, provided that in any case their total salary shall not exceed the maximum salary rate according to their evaluation of teacher education.*

<i>Industrial Experience</i>	<i>Increments</i>	<i>Industrial Experience</i>	<i>Increments</i>
<i>10 years</i>	<i>5</i>	<i>4-5</i>	<i>2</i>
<i>8-9</i>	<i>4</i>	<i>2-3</i>	<i>1</i>
<i>6-7</i>	<i>3</i>	<i>0-1</i>	<i>0</i>

3.5.2.4. *The initial industrial experience allowance shall remain constant through the period of employment. The original placement of the CTS teacher on the salary schedule shall be subject to review by the interpretation and grievance committee (established under article 16 of this Agreement)*

3.5.2.5. *Definition: A Career and Technology Studies Teacher is a teacher who is:*

3.5.2.5.1. *The holder of an Alberta teaching certificate and an Alberta journeyman's certificate or equivalent in a trade area and;*

3.5.2.5.2 *Teaching a CTS strand course, as defined in the current Guide to Education, ECS to Grade 12 or any document substituted therefore, in a trade area requiring the said journeyman certification.*

3.6. Other Rates of Pay provisions

3.6.1. The additional allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

3.6.2. Notwithstanding clause 8.4.1, a teacher, who agrees to render professional service during any non-work period, at the request of the

Superintendent or designate, shall be paid 1/200 or 1/400 per half day of their grid position salary for each day of work.

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 positions other than those specifically enumerated in this article, provided that the Association is advised prior to the position being filled. Remuneration for such positions is established by an addendum to this agreement.

4.2. Administration Allowances

The additional allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

4.2.1. Principal Allowance

	2018 09 01	2022 06 10 (0.5%)	2022 09 01 (1.25%)	2023 09 01 (2.00%)
Basic allowance up to 100 students	\$14,339.27	\$14,410.97	\$14,591.11	\$14,882.93
Per student for 101 to 150 students	\$43.01	\$43.23	\$43.77	\$44.65
Per student for 151 to 300 students	\$28.23	\$28.37	\$28.72	\$29.29
Per student thereafter	\$21.57	\$21.68	\$21.95	\$22.39
Maximum allowance for any principal	\$32,946.85	\$33,111.58	\$33,525.47	\$34,195.98
Each additional school under the responsibility of a Principal	\$1,369.10	\$1,375.95	\$1,393.15	\$1,421.01

- 4.2.1.1. *Principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

- 4.2.1.2. *A Principal assigned as Principal at Large shall be paid an allowance based on 200 students*

4.2.2. Associate Principal Allowance

- 4.2.2.1. *The Associate Principal (or the first Associate Principal if there is more than one) shall receive one-half the allowance paid to the principal under this clause.*

- 4.2.2.2. *When there is more than one Associate Principal, each (other than the first) shall receive one-half of that amount they would receive were they Principal over the teachers and students in their area of responsibility.*

4.2.3. Other Allowances

Position	2018 09 01	2022 06 10 (0.5%)	2022 09 01 (1.25%)	2023 09 01 (2.00%)
Coordinator	\$5,448.93	\$5,476.17	\$5,544.63	\$5,655.52
Department Head	\$4,779.76	\$4,803.66	\$4,863.70	\$4,960.98
Consultant	\$14,339.27	\$14,410.97	\$14,591.10	\$14,882.93

- 4.2.4. *Payment of administrative allowances according to article 4 of this agreement shall commence on the effective date of appointment.*
- 4.2.5. *For the purposes of application of this agreement the terms 'Vice-Principal' and 'Associate Principal' shall be interchangeable.*
- 4.2.6. *Except for Vista Virtual School, the student count shall be on September 30 of each year. In cases where a principal is designated responsibility for kindergarten, kindergarten students shall be included in the student count and each kindergarten student shall be counted as a full-time equivalent in proportion to 950 hours of instruction per year. For Vista Virtual School, the count shall be August 31 of the prior school year.*

4.3. Red Circling

- 4.3.1. In event the School Division initiates the transfer of a Principal or Associate Principal and such transfer results in an administrative allowance as a Principal or Associate Principal that is less than the allowance the Principal or Associate Principal currently receives, the current allowance shall be maintained until the lower allowance matches or surpasses the current allowance or for a period of three (3) years whichever comes first. This provision shall not apply if the Principal or Associate Principal requests a transfer.

4.4. Acting/Surrogate Administrators – Compensation

- 4.4.1. When in the absence of the Principal an Associate Principal acts in their place for a period of five (5) or more consecutive school days, said Associate Principal shall be designated as Acting Principal and shall receive an allowance equivalent to that of the principal for the period during which they are so designated.
- 4.4.1.1. In a school where there is no Associate Principal, a teacher shall be designated by the School Division to be Acting Principal in the absence of the Principal. The designate shall be paid according to clause 4.2 should the Principal be absent.
- 4.4.1.2. When both the Principal and Associate Principal are absent, a teacher shall be designated by the School Division to be Acting Principal. The teacher so designated shall be paid according to clause 4.2 should the Principal and Associate Principal be absent.

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

4.6. Other Administrator Designations

- 4.6.1. *No teacher designated as associate principal at the time of signing this Agreement shall have that designation terminated by reason of the School Division's decision to eliminate the position, unless the Superintendent recommends an alternate administrative arrangement in a school where the number of teachers on staff drops below eight.*

5. SUBSTITUTE TEACHERS

	Effective Date			
	May 1, 2019	June 10, 2022 (0.5%)	September 1, 2022 (1.25%) + 2.00%	September 1, 2023 (2.00%) + 2.00%
Full Day	\$212.00	\$213.06	\$220.04	\$224.44
Half Day	\$124.28	60%	60%	60%

5.1. Rates of Pay

- 5.1.1. *Effective until June 9, 2022, substitute teachers' daily rates of pay will be minimum \$212.*
- 5.1.2. *Half daily rates: \$124.28*
- 5.1.3. *A substitute teacher is a teacher employed on a day-to-day or half-day basis where a contract of employment is not in effect.*
- 5.1.4. *The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.*
- 5.1.5. *Effective June 10, 2022, increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.*
- 5.1.6. *Effective September 1, 2022, substitute teachers shall be paid an additional compensation of 2% of the daily rate over daily rate set out in clause 5.1 in lieu of benefits.*

5.2. Commencement of Grid Rate

- 5.2.1. *Number of days to go on grid*
 - 5.2.1.1. *Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five (5) consecutive instructional days, shall be paid effective the sixth (6) day according the placement on the salary grid subject to the terms of this Agreement.*
- 5.2.2. *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3. Other Substitute Teacher Conditions

- 5.3.1. *A substitute teacher shall provide evidence of teaching experience and teacher education as per articles 3.3 and 3.4 within forty-five (45) calendar days of being eligible for placement on the grid.*
- 5.3.2. *Substitute teachers shall receive, at minimum, 24 hours' notice of cancellation of assignment. Cancellation occurring less than 24 hours from the commencement of the assignment shall result in the substitute*

teacher receiving the daily rate agreed to in the initial booking, where the substitute teacher agrees to re-assignment within the school. Where the assignment is for consecutive days, the subsequent days may be cancelled with 24 hours' notice.

This clause does not apply if the substitute teacher accepts another assignment for the same day. If a teacher cancels without proper notice, the teacher will be responsible for the cost of the substitute teacher through payroll deductions or payment from other sources. In case of disagreement for the responsibility of the cost, the final decision is made by the Superintendent.

- 5.3.3. When the assignment of a substitute teacher involves teaching before and after the noon intermission at the school, the substitute teacher shall be paid the full day rate specified in 5.1.

6. PART TIME TEACHERS

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

6.2. Part-time Teachers Benefits, Leaves and Proration

- 6.2.1. *Articles 7.1 and 7.2 notwithstanding, part-time teachers who work less than .25 FTE shall not participate in the ASEBP plans.*

6.3. Other Part-time Teacher Conditions

- 6.3.1. Any teacher employed on a full-time (1.0 FTE) continuing contract who voluntarily agrees to employment on a part-time contract may be given a part-time continuing contract for an agreed upon period and, notwithstanding Section 211(2) of the *Education Act*, that contract shall be for a specified full-time equivalent which shall not be varied except by mutual consent. At the end of the initial or any agreed upon subsequent time period the teacher shall return to a full-time continuing contract.
- 6.3.2. Part-time teachers' FTE shall not be altered by more than .30 FTE without the teacher's agreement within a school calendar year. Alterations to FTE will follow the *Education Act* for subsequent school years.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans

- 7.1.1. *The School Division will make a contribution of 100% per month of the premium cost for each participating teacher as per Plan D Extended*

Disability Benefits (EDB) and Plan 2 (Life Insurance) of the Alberta School Employee Benefit Plan (ASEBP).

All teachers appointed to the staff effective November 9, 1971, and thereafter as well as those who have previously joined the plan as a condition of employment, shall be members of the ASEBP as a condition of employment provided enrolment is sufficient for implementation of the plan.

- 7.1.2. *The School Division will make a contribution of 100% per month of the premium cost for each participating teacher of Plan 1 of the Extended Health Care Insurance (ASEBP). All teachers, hired on and after September 1, 1978, shall be members of this plan as a condition of employment.*

Notwithstanding the above any teacher who has equivalent coverage provided through their spouse may waive coverage under the Extended Health Care Insurance (ASEBP).

- 7.1.3. *The School Division will make a contribution of 100% per month of the premium cost for each participating teacher as per Dental Plan 3 of the Alberta School Employee Benefit Plan. All teachers appointed to the staff effective September 1, 1982, and thereafter shall be a member of this plan as a condition of employment.*

Notwithstanding the above, any teacher who has equivalent coverage provided through their spouse may waive coverage under ASEBP Dental Plan.

- 7.1.4. *The School Division will make a contribution of 100% per month of the premium cost for each participating teacher as per Vision Care Plan 3 of the ASEBP. All teachers appointed to staff effective June 1, 1998 and thereafter shall be a member of this plan as a condition of employment.*

Notwithstanding the above, any teacher who has equivalent coverage provided through their spouse may waive coverage under ASEBP Vision Care Plan.

- 7.1.5. *The School Division will make a contribution of 100% per month of the premium cost for each participating teacher as per Accidental Death & Disability Plan 2.*

Notwithstanding the above, any teacher who has equivalent coverage provided through their spouse may waive coverage under ASEBP Accidental Death and Dismemberment Plan.

7.2. Group Benefits Eligibility

- 7.2.1. *All teachers appointed to the staff effective November 9, 1971, and thereafter as well as those who have previously joined the plan as a condition of employment, shall be members of the ASEBP as a*

condition of employment provided enrolment is sufficient for implementation of the plan.

- 7.2.2. *Teachers who have not yet commenced their contract of employment will be enrolled in the ASEBP benefit plan effective the first day of service.*

7.3. Health Spending Account and Wellness Spending Account

- 7.3.1 *The School Division shall contribute to a Healthcare Spending Account/Wellness Spending Account (effective September 1, 2020) an annual amount of \$725 per eligible teacher in equal monthly installments. For the purposes of this teacher benefit, eligible teacher shall mean a teacher who teaches greater than .25 FTE on a continuing, probationary, permanent, interim, or temporary contract of five (5) months or longer and shall include a teacher whose short term contracts may accumulate to an uninterrupted employment period of five (5) months or longer. This account shall be administrated by ASEBP in accordance with CRA rules and the Income Tax Act and its regulations for the benefit of the teacher and their dependents. Upon leaving the employ of the School Division a teacher shall forfeit any remaining balance after submitting outstanding claims during the cut-off period as defined by the plan carrier.*

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

- 7.3.2. *Effective September 1, 2022, notwithstanding the amount of the Health Spending Account as listed in collective agreements, the maximum allowed Health Spending Account credit contributions per school year shall be \$900. Teachers with Health Spending Account balances greater than \$900 shall be allowed to be carry forward any current unused balance to the extent permitted by the CRA.*

7.4. Other Group Benefits

- 7.4.1. *Payments made towards benefit plans by the School Division shall permit it to retain and not pass on to teachers any rebates of premiums otherwise required under Employment Insurance Commission regulations.*
- 7.4.2. *Teachers are provided with the ability to access the ATA RRSP savings plans through payroll deductions.*

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

- 8.1.1. *Effective September 1, 2022, teacher instructional time will be capped at 916 hours per school year commencing the 2022-23 school year.*

8.1.2. *Teacher assignable time is 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*
- 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 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:*

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

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

8.3. Duty Free Lunch

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

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

8.4. Extracurricular

- 8.4.1. The parties agree that extracurricular activities are valuable for students and recognize the importance of the contribution teachers provide to these activities. Teacher participation in extracurricular activities is voluntary.

8.5. School Calendar

- 8.5.1. Excepting teachers working at Vista Virtual School, teachers will not be required to render service for more than 200 consecutive days commencing the opening day of school in each school year, exclusive of non-work periods, weekends and holidays.
 - 8.5.1.1. Teachers employed at Vista Virtual School, will not be required to render professional service for more days than other teachers who follow the traditional Pembina Hills calendar in any given employment year.
 - 8.5.1.1. Teachers at Vista Virtual School will have the ability to take a minimum four (4) week uninterrupted non-work break with the timing of the break subject to the approval by the School Division. Consideration will be given to the operational needs of the school.
- 8.5.2. Notwithstanding clause 8.5.1, administrators shall be responsible to organize their schools in order that the schools are ready for operation.
- 8.5.3. The date upon which a teacher will be required to render the first (1st) day of service in any school year shall be announced by the School Division not less than four (4) calendar months prior to such date.

- 8.5.4. Excepting teachers working at Vista Virtual School, the School Division shall establish a five (5) day Spring Break as part of the School Calendar. Easter Monday will continue to be a non-work day.
- 8.5.5. The School Division shall establish two (2) operational days per school year for teacher-directed professional development.

9. PROFESSIONAL DEVELOPMENT

9.1. Teacher Professional Growth Plan

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

9.2. Professional Improvement Leave

- 9.2.1. Professional Improvement Leave shall mean a leave of absence granted by the School Division in its discretion on application by a teacher for study or experience designed to improve the teacher's academic or professional education.
- 9.2.2. To be eligible for Professional Improvement Leave under clause 9.2.1 the teacher shall have served the School Division for three (3) consecutive years, immediately prior to granting of such leave.
- 9.2.3. Professional Improvement Leave for a period of less than one (1) year may be granted by the School Division and remuneration shall be prorated to amount of salary set forth in clause 9.2.8.
- 9.2.4. A teacher who is granted professional improvement leave shall give an undertaking in writing to return to their duties following expiration of their leave and shall not resign or retire from teaching service, other than by mutual agreement between the School Division and the teacher for a period of at least two (2) years after resuming their duties.
- 9.2.5. All applications for Professional Improvement Leave shall be submitted to the School Division by February 1 preceding the school year in which the professional improvement leave is to commence.

- 9.2.6. The School Division shall, after reviewing the applications for Professional Improvement Leave, determine both the number and the persons to be granted professional leave of absence.
- 9.2.7. The School Division shall notify each applicant by March 1 as to whether or not professional improvement leave is granted.
- 9.2.8. A teacher who is granted professional improvement leave for the year shall receive salary, payable in equal installments on the last day of each month, in accordance with 50% of category 4-9 of the salary grid, as defined in article 3.2.
 - 9.2.8.1. A teacher who is granted Professional Improvement Leave shall be entitled to participate in the Alberta School Employee Benefit Plan. The School Division shall contribute toward required premiums as indicated in clause 7.1
- 9.2.9 Prior to leave being granted, the School Division and the teacher shall agree to the terms and conditions of resumption of duties on the part of the teacher.

9.3. Teacher Directed Professional Development Fund

- 9.3.1. Teachers shall have access to the financial supports required to attend individualized teacher professional development in the form of a teacher directed professional development fund, including tuition reimbursement for post-secondary education at conditions and rates established by the Professional Development Committee.
- 9.3.2. The fund shall be available to all Active members of the Pembina Hills ATA Local No. 22.
- 9.3.3. The School Division shall contribute annually \$100 per active teacher on contract and the Local Association shall contribute annually \$70 per active teacher on contract to the fund. The count date for purposes on calculating the contribution shall be September 30 of each year.
- 9.3.4. Teacher directed professional development shall not be funded with resources allocated to school site-based budgets.
- 9.3.5. The fund shall be administered by a committee consisting of three members of the School Division and three members of the Association.

10. SICK LEAVE

- 10.1. *The unused portion of the statutory sick leave shall accumulate at the completion of each year of continuous service with the School Division, except in the case of leave of absence, to the credit of each teacher to a total maximum of seventy-five (75) operational school days.*

- 10.1.1. *A statement of accumulated sick leave credits shall be sent to each teacher upon request of said teacher on or before September 1.*
- 10.2. *If a teacher is absent from school to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period or periods exceeding the statutory sick leave entitlement, they shall be paid their salary for such excess period if there stands to their credit accumulated sick leave which shall then be reduced accordingly.*
- 10.3. *A teacher who is absent from duty to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of more than three (3) consecutive days, shall be required to present a medical certificate upon resumption of normal duties or upon demand by the School Division.*
- 10.4. *A teacher who is absent for a period of three (3) days or fewer shall be required to submit their absence on the School Division's electronic absence system.*
- 10.5. *Once a teacher has been disabled for ninety (90) consecutive calendar days, such teacher shall apply for extended disability benefits under the ASEBP Extended Disability Plan and salary shall cease.*
- 10.6. *In the event that,*
- a) a teacher has insufficient sick leave to provide full salary during the qualifying period for ASEBP Extended Disability Benefits, and*
 - b) the teacher is accepted by the insurance carrier as an EDB claimant,*
- The School Division shall pay the salary of the teacher for the period of insufficient sick leave to a maximum of ninety (90) calendar days once the teacher is accepted by the insurance carrier as an EDB claimant and they receive the first EDB payment.*

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 Payment Set SEB Plan

- 11.3.1. *At the commencement of maternity leave, the teacher shall be eligible for one of the following options:*
- 11.3.2. *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall*

access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.

11.3.3. If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.

a) The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.

b) The School Division shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during 15 weeks of leave.

11.3.4. The School Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.

11.3.5. The 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 will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.

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

11.4.1. Teachers may prepay or repay benefit premiums payable during the duration of parental leave.

11.4.2. Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.

11.4.3. Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the 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. Temporary Personal Leave of Absence for not more than three (3) days in total in any school year shall be granted to each teacher.

The first day of such leave shall be at full salary and benefits. The remaining two (2) days under this clause shall be at full salary and benefits provided that an amount equivalent to the salary of the substitute is forthcoming to the School Division through payroll deductions or payment from other sources.

A teacher shall be entitled to accumulate unused fully paid personal leave days to a maximum of three (3) days.

In any event, no teacher may utilize a combined total of more than five (5) personal and unpaid leave days in any one school year.

A teacher taking such leave shall be required to submit their absence on the School Division's electronic absence system prior to taking such leave.

12.2. A personal leave day is equivalent to the teacher's normal work day. This leave may be used in full day or half-day increments.

12.3. The School Division will grant one (1) day at the cost of sub for emergency leave per calendar year.

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

13.1. *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

13.2. *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School*

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

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

Effective September 1, 2022

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

14. OTHER LEAVES

14.1. Family Medical Needs/ Critical Illness/ Death Leave:

- 14.1.1. Temporary leave of absence necessitated by family medical needs, critical illness or death of a relative of the teacher shall be granted by the School Division, with salary and benefits, according to the following schedule:
 - a) In the event of death of a teacher's spouse, parent, child or dependent a time up to and including five days,
 - b) In the event of critical illness on the part of the teacher's spouse, parent, child or dependent, time up to and including four days,
 - c) In the event of critical illness or death of a teacher's relative, time up to and including three (3) days provided such relative is a brother, sister, parent of spouse, grandparent, grandchild, or relative who is a member of the teacher's household,
 - d) In the event of the death of a teacher's brother-in-law, son-in-law, sister-in-law, daughter-in-law, or grandparent of spouse, a time up to one (1) day,
 - e) In the event of a family medical leave on the part of the teacher's spouse, parent, child or dependent, time up to and including three days.
- 14.1.2. Additional leave, where required, may be granted upon application to the School Division.
- 14.1.3. For the purposes of clause 14.1 critical illness shall be determined by a certificate from a medical doctor if required by the School Division.

14.2. Impassable Roads Leave

- 14.2.1. A teacher is entitled to salary and benefits for those days in which the teacher is unable to reach the school because of impassable roads only when payment for the absence is recommended by the School Division. Members will advise their Principal that they have accessed this clause.

14.3. Wedding/Convocation/Graduation Leave:

- 14.3.1. The School Division shall grant a temporary leave of absence with salary and benefits, of one (1) day, to a teacher to attend their own wedding, convocation or graduation from a post-secondary institution.

14.4. Leave for Child's Arrival

- 14.4.1. The School Division shall grant temporary parental leave, with salary and benefits, of three (3) school days in the event of a birth. The days taken shall commence the day of birth, the first day immediately after the birth, or the day the mother or child comes home from the hospital.
- 14.4.2. The School Division shall grant temporary adoption leave, with salary and benefits, of three (3) school days commencing the date of adoption or receipt of the child.

14.5. Jury Duty/ Court Appearance Leave

14.5.1. Leave of absence without loss of salary and benefits shall be granted:

- a) for jury duty or any summons related thereto,
- b) to answer a subpoena or summons to attend as a witness in any proceedings authorized by law to compel the attendance of a witness provided that the teacher remits to the School Division any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body.
- c) 14.5.1 b) shall not apply when the teacher or the Association is taking action against the School Division.

- 14.6. Discretionary Leave: Additional leaves of absence may be granted by the School Division, with salary and benefits, with salary and benefits less the cost of the substitute or without salary and benefits, at the discretion of the School Division.
- 14.7. A teacher requesting a leave of one term or longer for the coming school year shall notify the School Division no later than March 31. The School Division may accept requests for leaves of absence at any time during the school year.
- 14.8. The School Division agrees to implement a Deferred Salary Leave Plan as approved by Canada Revenue Agency (CRA).

15. GRIEVANCE PROCEDURE

Subject to Letter of Understanding on Interim Grievance Procedure, current article 15 and 16 apply until date of ratification of local agreements.

15.1. *This procedure applies to differences:*

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

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

- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the School Division and/or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The arbitrator/arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator/arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator/arbitration board is final and binding on:*
- 15.15.1. *the School Division and the Association; and,*
- 15.15.2. *Teachers covered by the Collective Agreement who are affected by the award.*

15.16. TEBA Involvement in Grievance Proceedings

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

- 15.16.2.1. Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.*
- 15.16.2.2. Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*
- 15.16.2.3. Within five (5) operational days of the meeting set out in 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*
- 15.16.3. In the event that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2. TEBA will provide written notice to the Superintendent or designate and the Associate Coordinator-Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*
- 15.16.4. In instances where TEBA assumes carriage over a grievance process, all references to School Divisions in this article shall be read to apply to TEBA.*

15.17. Optional Mediation Process

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

15.18. Administration

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

16. EMPLOYMENT

16.1. Transfers/Staff Reduction

- 16.1.1. The School Division requesting a teacher to transfer to another school shall pay the reasonable moving expenses necessarily incurred by him/her and their family as a result of such transfer, providing such transfer requires a change of residence.
 - 16.1.2. A teacher requesting a transfer for the coming school year shall make the request no later than March 31. In exceptional circumstances, the School Division may accept requests for transfer at any time during the school year.
 - 16.1.3. The School Division agrees that should a reduction in staff be required it shall in the first instance be achieved through natural attrition.
 - 16.1.4. In cases where natural attrition does not achieve designated staff reduction targets School Division policy shall be followed.
- 16.2. The School Division agrees to inform in writing representatives of Local No. 22 of proposed changes to policy and regulations which directly affect the working conditions of teachers. Representatives of Local No. 22 will respond within 30 consecutive days of being notified in order that the proposed changes can be forwarded to the policy committee for consideration.

16.3. Subrogation

16.3.1. Definitions

- 16.3.1.1. *Cost of Absence* means the total remuneration paid by the School Division during a period when the teacher was absent from work.
 - 16.3.1.2. *Interest* means interest calculated in accordance with the provisions of the Alberta Judgement Interest Act, RSA 2000, c.J-1, and amendments and regulations thereto.
 - 16.3.1.3. *Judgement or Settlement* means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
 - 16.3.1.4. *Remuneration* means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the School Division.
 - 16.3.1.5. *Teacher* means a teacher in respect of whom the School Division has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.
- 16.3.2. In the event that the School Division incurs a cost of absence as a result of an act or omission of a third party, the School Division is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:
- 16.3.2.1. the teacher shall advise the School Division in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the School Division incurring a cost of absence;
 - 16.3.2.2. the teacher shall upon request by the School Division include the cost of absence, as calculated by the School Division, in the teacher's claim;
 - 16.3.2.3. the School Division shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
 - 16.3.2.4. the teacher agrees to cooperate with the School Division and to provide, at the School Division's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;

- 16.3.2.5. the teacher will not settle their claim without the prior written consent of the School Division as to the amount of the cost of absence to be recovered by the School Division;
- 16.3.2.6. upon resolution of the amount of the cost of absence payable to the School Division, the School Division may, upon default of payment by the teacher following demand by the School Division offset the agreed upon amount of the cost of absence payable to the teacher by the School Division;
- 16.3.2.7. the teacher shall not release any third party from the cost of absence without the consent of the School Division; and
- 16.3.2.8. the School Division's consent to settlement shall not be unreasonably withheld.
- 16.3.3. When as a result of judgement or settlement with the consent of the School Division, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the School Division plus interest.
- 16.3.4. When as a result of a judgement or settlement with the consent of the School Division, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the School Division, the amount of the cost of absence recovered plus interest.
- 16.3.5. The teacher will upon request by the School Division execute such documents and agreements as may be required or deemed desirable by the School Division to give effect to the provisions of this Article.

16.4. Teacher Employer Relations Committee (TERC)

The Teacher Employer Relations Committee is a Pembina Hills Local 22 committee established to maintain communication between the ATA Local and the Pembina Hills School Division. It will strive to improve the level of communication, trust, and morale within the school division.

- 16.4.1. The committee shall be called the Teacher Employer Relations Committee (TERC)
- 16.4.2. Terms of office for members of this committee shall be for one year, commencing duties on September 1 of that year.
- 16.4.3. As an advisory committee, the primary purpose will be to discuss items of mutual interest.
- 16.4.4. The committee may discuss but not have jurisdiction to interpret and/or amend any terms and conditions contained in the collective agreement.

- 16.4.5. The committee will submit a joint report to the ATA Local 22 President and the Chair of the Board of Trustees a summary of topics discussed and any recommendations as a result of the meetings of the Teacher Employer Relations Committee (TERC).**

LETTER OF UNDERSTANDING #1

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

1. Scope

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

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

2. Structure

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

3. Process

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2
RE: INTERIM GRIEVANCE PROCEDURE

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS:

EFFECTIVE DATES

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

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

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

TRANSITION OF EXISTING GRIEVANCES

1. *For grievances filed under Article 15 (Central Grievance Procedure) of 2018–20 teacher collective agreements prior to February 1, 2022, TEBA and the ATA will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
 - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*
 - b) *If there is not mutual agreement to transition the grievance to the new procedure, it will continue to progress through the grievance procedure that was in effect at the time of the difference until a resolution is reached.*

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

INTERIM GRIEVANCE PROCEDURE

15.1. This procedure applies to differences:

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

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

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

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

- 15.4.1. *the name(s) of the parties aggrieved;*
- 15.4.2. *a statement of facts giving rise to the grievance;*
- 15.4.3. *the article(s) of the agreement that are alleged to have been violated; and,*
- 15.4.4. *the remedy or correction being sought.*

15.5. A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the school division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.

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

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

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

15.15.1. the School Division and the Association; and,

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

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

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

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

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

15.17. Optional Mediation Process

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

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

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

15.18. Administration

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

LETTER OF UNDERSTANDING #3

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING # 4
BILL 32 (RESTORING BALANCE IN ALBERTA'S WORKPLACES ACT)

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

LETTER OF UNDERSTANDING #5

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

During the term of this 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 60 days to discuss the appropriate apportionment of costs.

LETTER OF UNDERSTANDING #6

EXPEDITED ARBITRATION (12 MONTH-PILOT)

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

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

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

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

LETTER OF UNDERSTANDING #7
DUTY TO ACCOMMODATE

TEBA, the Association, and School Divisions acknowledge and commit to the duty to accommodate for disability as required by the Alberta Human Rights Act. The provisions of this 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 ATA agree that distributed education is increasingly important to the education system,

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

AND WHEREAS TEBA and the ATA agree that it is important for the 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 ATA may agree locally to establish pilot projects for distributed education conditions of practice during the term of the agreement. Such projects may include provisions related to:
 - a. The number of students, credits, courses or subject areas a teacher may be assigned;
 - b. The amount of course design and development expected of a teacher;
 - c. Class composition and complexity in the distributed education environment;
 - d. The amount of non-instructional time that may be assigned to distributed education teachers;
 - e. Appropriate processes and considerations when students do not complete the attempted course;
 - f. Processes and timing for enrolling students in courses or programs.
2. Where collective agreements already include provisions related to distributed education environment, local pilot projects may temporarily modify existing central terms related to distributed education conditions of practice.
3. In any event (with or without mutual agreement to a pilot project), and where requested by the ATA or an individual teacher, 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

ATA and TEBA agree that the following form will be used:

- *to support the administration of teaching experience provisions in collective agreements between all Public, Catholic, and Francophone 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 (Effective September 1, 2019)

Teachers shall:

a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*

b) *Not gain experience during vacation periods and leaves of absence without salary.*

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

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

- 3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

Prior Experience

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article*
 - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero 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 3.4.19 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

ADDENDUM TO THE COLLECTIVE AGREEMENT

The School Division agrees to administer sick leave in the following manner:

All teachers under contract shall have available twenty (20) days sick leave commencing the beginning of the school year or the first day of employment. Teachers employed under contract for less than a school year shall receive sick leave on a pro-rata basis as follows:

$$\text{number of sick days} = \frac{\text{number of school days under contract}}{10}$$

LETTER OF UNDERSTANDING #10

REMOVAL OF REFERENCE TO THE ALBERTA DISTANCE LEARNING CENTRE (ADLC)

ATA Local 22 and Pembina Hills School Division agree that the following clauses referring to the Alberta Distance Learning Centre (ADLC) be adjusted to read as below effective September 1, 2021:

- 3.1.2. Clause 3.1 notwithstanding, where a teacher other than one employed at Vista Virtual School (VVS) has resigned, two-twelfths (2/12) of the annual salary shall be paid on or before the last Friday of June. The remaining balance shall be paid pursuant to Section 220 of the Education Act.
- 4.2.8. Except Vista Virtual School, the student count shall be on September 30 of each year. In cases where a principal is designated responsibility for kindergarten, kindergarten students shall be included in the student count and each kindergarten student shall be counted as a full-time equivalent in proportion to 950 hours of instruction per year. For Vista Virtual School, the count shall be August 31 of the prior school year.

8.5. School Calendar

- 8.5.1. Excepting teachers working at Vista Virtual School, teachers will not be required to render service for more than 200 consecutive days commencing the opening day of school in each school year, exclusive of non-work periods, weekends and holidays.

- 8.5.1.1. Teachers employed at Vista Virtual School, will not be required to render professional service for more days than other teachers who follow the traditional Pembina Hills calendar in any given employment year.

Teachers at Vista Virtual School will have the ability to take a minimum four (4) week uninterrupted non-work break with the timing of the break subject to the approval by the School Division. Consideration will be given to the operational needs of the school.

- 8.5.4. Excepting teachers working at Vista Virtual School, the School Division shall establish a five (5) day Spring Break as part of the School Calendar. Easter Monday will continue to be a non-work day.

LETTER OF UNDERSTANDING #11

PARKING

ATA Local 22 and Pembina Hills School Division agree that the School Division will examine the feasibility of providing all teachers with access to plugins.

This feasibility study will be undertaken during the 2023/2024 school term, after which the results of the study will be presented to the Teacher Employer Relations Committee (TERC).

LETTER OF UNDERSTANDING #12

ITINERANT SUBSTITUTES

ATA Local 22 and Pembina Hills School Division agree that the School Division shall hire one (1) itinerant supply teacher for the 2023–2024 school year.

The School Division will collect data and information to determine the impact of the position and provide the results to the Teacher Employer Relations Committee (TERC) to decide whether or not the position will continue or be expanded.