

# **COLLECTIVE AGREEMENT**

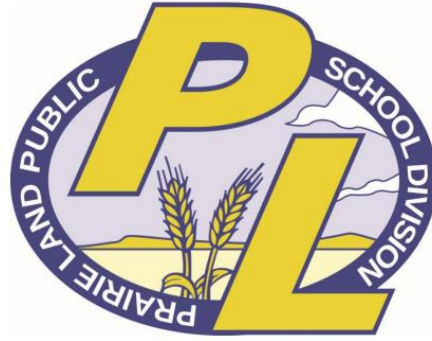
**BETWEEN**

**THE PRAIRIE LAND SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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



ARTICLE	PAGE NUMBER
1. APPLICATION / SCOPE.....	3
2. TERM.....	4
3. SALARY .....	7
4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE .....	13
5. SUBSTITUTE TEACHERS .....	16
6. PART-TIME TEACHERS .....	18
8. CONDITIONS OF PRACTICE .....	20
9. PROFESSIONAL DEVELOPMENT .....	22
10. SICK LEAVE .....	23
11. MATERNITY, ADOPTION AND PARENTAL LEAVE.....	24
12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE .....	26
13. ASSOCIATION LEAVE AND SECONDMENT.....	27
14. OTHER LEAVES.....	28
15. GRIEVANCE PROCEDURE .....	31
16. EMPLOYMENT .....	35
<i>LETTERS OF UNDERSTANDING: CENTRAL</i> .....	37
LETTERS OF UNDERSTANDING, ADDENDUMS AND APPENDICES: LOCAL .....	54

This collective agreement is made this \_\_\_\_ of \_\_\_\_\_ 2023 between The Prairie Land School Division (School Division) and the Alberta Teachers' Association (Association).

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

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

Whereas terms and conditions of employment and salaries have been the subject of negotiation between the parties, and

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

NOW THEREFORE THIS AGREEMENT WITNESSETH:

## **1. APPLICATION / SCOPE**

- 1.1. *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the School Division, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the School Division and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
- 1.2. Excluded Positions
  - 1.2.1. Superintendent of Schools
  - 1.2.2. Assistant Superintendent(s)
  - 1.2.3. Deputy Superintendent(s)
- 1.3. *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4. *The Association is the bargaining agent for each bargaining unit and:*
  - 1.4.1. *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*

1.4.2. *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*

1.5. *Role of TEBA*

1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the School Divisions and to bind the School Divisions in any agreement with respect to central terms.*

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

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

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

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

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

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

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

**2. TERM**

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

2.2. *List Bargaining*

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

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

### 2.3. Central Matters Bargaining

- 2.3.1. *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than fifteen (15) days and not more than thirty (30) days after the central matters and local matters have been determined.*
- 2.3.2. *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

### 2.4. Local Bargaining

- 2.4.1. *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Division or the Association must be served after, but not more than sixty (60) days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*
- 2.4.2. *A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

### 2.5. Bridging

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

### 2.6. Meet and Exchange

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

2.7. *Opening with Mutual Agreement*

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

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

- 2.8.1. *As the Association is the bargaining agent for the teachers employed by the School Division, the School Division shall provide to the Association at least twice each year, no later than October 31 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 30 but no later than the last operational day in December:*
- 2.8.2.1. *Teacher distribution by salary grid category and step as of September 30;*
- 2.8.2.2. *Health Spending Account (HSA) / Wellness Spending Account (WSA) / Registered Retirement Savings Plan (RRSP) utilization rates;*
- 2.8.2.3. *Most recent School Division financial 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 (FTE); and,*
- 2.8.1.8. *salary grid placement.*

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

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

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

### **3. SALARY**

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

- 3.1.1. *A teacher's salary, normally paid in July and August, shall be paid on June 30 provided the teacher has submitted such a request to the School Division no later than the last school day prior to May 31.*
- 3.1.2. *The monthly salary for each teacher shall be one-twelfth (1/12) part of the salary in effect, paid by direct deposit into the bank account of the employee's choice on or before the 25 day of each month.*

3.2. Grid

3.2.1. The matters negotiated by the parties in respect of all salaries and terms and conditions of the teachers' employment with the School Division are governed by this agreement and any statutory provision related thereto.

3.2.2. The amount of university education of a teacher and the years of teaching experience computed as hereinafter provided shall together determine the basic salary of a teacher employed by the School Division.

3.2.3. Salary Grids

3.2.3.1. Effective until June 9, 2022, 0.0 % Increase

Years of Teaching Experience	Years of Education		
	Four	Five	Six
0	59,494	62,526	66,167
1	63,343	66,415	70,095
2	67,196	70,308	74,017
3	71,045	74,195	77,940
4	74,895	78,088	81,865
5	78,743	81,976	85,790
6	82,597	85,867	89,713
7	86,446	89,759	93,639
8	90,299	93,648	97,563
9	94,146	97,536	101,486

3.2.3.2. Effective June 10, 2022, 0.50 % Increase

Years of Teaching Experience	Years of Education		
	Four	Five	Six
0	59,791	62,839	66,498
1	63,660	66,747	70,445
2	67,532	70,660	74,387
3	71,400	74,566	78,330
4	75,269	78,478	82,274
5	79,137	82,386	86,219
6	83,010	86,296	90,162
7	86,878	90,208	94,107
8	90,750	94,116	98,051
9	94,617	98,024	101,993

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



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

<b>Years of Teaching Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	60,538	63,624	67,329
<b>1</b>	64,456	67,581	71,326
<b>2</b>	68,376	71,543	75,317
<b>3</b>	72,293	75,498	79,309
<b>4</b>	76,210	79,459	83,302
<b>5</b>	80,126	83,416	87,297
<b>6</b>	84,048	87,375	91,289
<b>7</b>	87,964	91,336	95,283
<b>8</b>	91,885	95,292	99,277
<b>9</b>	95,800	99,249	103,268

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

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

<b>Years of Teaching Experience</b>	<b>Years of Education</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>0</b>	61,749	64,896	68,676
<b>1</b>	65,745	68,933	72,753
<b>2</b>	69,744	72,974	76,823
<b>3</b>	73,739	77,008	80,895
<b>4</b>	77,734	81,048	84,968
<b>5</b>	81,729	85,084	89,043
<b>6</b>	85,729	89,123	93,115
<b>7</b>	89,723	93,163	97,189
<b>8</b>	93,722	97,198	101,263
<b>9</b>	97,716	101,234	105,333

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

3.3. *Education*

3.3.1. *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*

- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1 and February 1.*
- 3.3.3. *For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four (4) years education.*
  - 3.3.3.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
  - 3.3.3.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within sixty (60) operational days from the date of completion of education or commencement of employment.*
  - 3.3.4.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the above-mentioned adjustment dates in clause 3.3.2.*
  - 3.3.4.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted the month following such submission.*

#### 3.4. *Experience*

*Teachers shall:*

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

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

*Prior Experience*

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

- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*
- b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
- c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

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

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

- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
- b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
- c) *The written confirmation is signed by an authorized officer of the previous school division.*

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

*Effective until June 9, 2022*

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

*Effective June 10, 2022, repeal clause 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. *In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the School Division shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the School Division.*

3.5.1.1. *Teachers must present valid proof of education and experience, satisfactory to the School Division, prior to this evaluation.*

3.5.1.2. *This evaluation shall be conducted when a teacher is hired to teach a CTS or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.*

3.5.1.3. *A copy of the decision will be provided to the teacher.*

*Effective until August 31, 2022*

3.5.2. *After the evaluation in clause 3.5.1 has concluded, the School Division may place a teacher on a step greater than their experience and / or education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.*

*Effective September 1, 2022*

3.5.2. *After the evaluation in clause 3.5.1 has concluded, the School Division shall recognize additional experience and / or education, up to the maximum provided in the applicable category.*

3.6. *Other Rates of Pay*

3.6.1. *Service Outside the Operational Days*

3.6.1.1. *A teacher regularly assigned to classroom duties who agrees to render service in excess of two hundred (200) days shall be paid at the rate of one two hundredth (1/200) of the rate of their total salary for each day they are so employed in excess of two hundred (200) days.*

3.6.1.2. Notwithstanding clause 3.6.1.1, it is recognized that teachers who are in receipt of an administrative or supervisory allowance, shall accept the professional responsibility of having their units operational on the opening day of school each school term, semester, or other division of the school year. In a like manner, such teachers shall accept the professional responsibility of completing all activities connected with school opening and closing.

3.6.1.3. A teacher who agrees to render service outside the calendar year, at the request of the superintendent or designate, shall be paid one two hundredth (1/200) of the teacher's total annual salary for each full day of work, or one four hundredth (1/400) of the teacher's total annual salary for each half (1/2) day of work.

3.6.2. Colony Teachers Technology Allowance

3.6.2.1. The School Division shall reimburse colony teachers with a technology allowance of two hundred and fifty dollars (\$250.00) per year, pro-rated to the teacher's FTE.

3.6.2.2. This allowance shall only be paid in circumstances where the School Division is not providing a portable device to provide internet service.

3.6.3. Long Service Incentive

3.6.3.1. Effective the date of local ratification (June 23, 2023), teachers on contract shall be recognized for Long Service to the School Division at five- (5-) year increments starting at fifteen (15) years of service, with the provision of one (1) day in lieu with full pay and benefits. The day in lieu will be granted in the following school year.

3.6.4. Convention Expenses

3.6.4.1. The School Division will provide full and part-time teachers employed as of January 31 of each school year with a pro-rated annual allowance to be used for expenses incurred for convention days in the amount of two hundred dollars (\$200.00). This will be paid out by February 28 of the school year.

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

4.1. *Administration Allowances*

4.1.1. *The additional allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid. In addition to the foregoing salary, there shall be paid additional allowances in accordance with the following schedule.*

4.1.2. *Principal Allowances*

- 4.1.2.1. *Effective until June 9, 2022, each principal shall be paid thirteen point five per cent (13.5%) of category 6 max on the current salary grid plus \$26.56 per student under their responsibility.*
- 4.1.2.2. *Effective June 10, 2022, each principal shall be paid thirteen point five per cent (13.5%) of category 6 max on the current salary grid plus \$26.69 per student under their responsibility.*
- 4.1.2.3. *Effective September 1, 2022, each principal shall be paid thirteen point five per cent (13.5%) of category 6 max on the current salary grid plus \$27.02 per student under their responsibility.*
- 4.1.2.4. *Effective September 1, 2023, each principal shall be paid thirteen point five per cent (13.5%) of category 6 max on the current salary grid plus \$27.56 per student under their responsibility.*
- 4.1.2.5. *Notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

4.1.3. *Vice-Principal Allowances*

- 4.1.3.1. *Effective until June 9, 2022, each vice-principal shall be paid eight per cent (8%) of their position on the grid plus \$17.01 per student under their responsibility.*
  - 4.1.3.2. *Effective June 10, 2022, each vice-principal shall be paid eight per cent (8%) of their position on the grid plus \$17.10 per student under their responsibility.*
  - 4.1.3.3. *Effective September 1, 2022, each vice-principal shall be paid eight per cent (8%) of their position on the grid plus \$17.31 per student under their responsibility.*
  - 4.1.3.4. *Effective September 1, 2023, each vice-principal shall be paid eight per cent (8%) of their position on the grid plus \$17.65 per student under their responsibility.*
  - 4.1.3.5. *The minimum allowance for vice-principal will be adjusted in accordance with current proportionality to the principal allowance.*
- 4.1.4. *The pupil count for all allowances is to be as of September 30 in each school year and each Early Childhood Services (ECS) student shall be considered a one point zero (1.0) student.*
- 4.1.5. *Teachers appointed as divisional coordinators shall be paid an allowance equal to fifteen per cent (15%) of their position on the grid.*

4.1.6. *In a school having one (1) classroom, one (1) teacher shall be designated a lead teacher and shall be paid an additional allowance equal to four per cent (4%) of category 4 and zero (0) years of experience. The minimum principal allowance specified in clause 4.1.2.5. does not apply to the one (1) classroom teacher.*

#### 4.2. Acting / Surrogate Administrators – Compensation

4.2.1. In a principal's absence, the vice-principal is deemed to be the acting principal. In the absence of the principal and vice-principal(s), if any, the principal may designate a teacher to be the acting principal.

4.2.1.1. A teacher designated as acting principal shall be paid a per diem of one two hundredth (1/200) of the vice-principal's allowance as identified in clause 4.1.3.

4.2.1.2. Notwithstanding clause 4.2.1.1, after four (4) consecutive days an acting principal will be paid a per diem of one two hundredth (1/200) of the principal's allowance in lieu of the vice-principal's allowance.

#### 4.3. Red Circling

If an administrator is transferred to a school resulting in a smaller administrative allowance, the administrator's allowance before the transfer will be red circled for a period of one (1) year or until the allowance in the new position exceeds the red circled allowance. The administrator will still receive increases to salary as per clause 3.2.

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

4.4.1. *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

4.4.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2017, may continue under the term contract until the total number of years designated as a principal is five (5) years.*

4.4.3. *Effective September 1, 2023, a teacher designated as an assistant or vice-principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

4.4.4. *Any current assistant or vice-principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2023, may continue under the term contract until the total number of years designated as an assistant*

or vice-principal is five (5) years. When the total length of the assistant's or vice-principal's designation will be five (5) years between September 1, 2023 and January 1, 2024, the School Division must decide by January 1, 2024, whether or not the designation will continue in the 2023-2024 school year, and if it continues, it is deemed to be a continuing designation.

4.4.5. For any current assistant or vice-principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2023, the School Division may extend the temporary contract for one (1) additional year and must decide by January 1, 2024, whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.

#### 4.5. Other Administrator Conditions

##### 4.5.1. Lieu Days

4.5.1.1. To recognize additional services, principals and vice-principals shall be granted two (2) days in lieu to be used within the current school year.

### 5. SUBSTITUTE TEACHERS

#### 5.1. Rates of Pay

5.1.1. 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. Each substitute teacher shall be paid a per diem rate, the amount of which shall include vacation pay, as follows:

5.1.2. Effective until June 9, 2022, the substitute teachers' daily rates of pay will be \$200.00 plus six per cent (6%) vacation pay of \$12.00 for a total of \$212.00.

Half day: \$110.24

5.1.3. Effective June 10, 2022, 0.50% increase, the substitute teachers' daily rates of pay will be \$201.00 plus six per cent (6%) vacation pay of \$12.06 for a total of \$213.06.

Half day: \$110.79

5.1.4. Effective September 1, 2022, 1.25% increase, the substitute teachers' daily rates of pay will be \$215.72 plus two per cent (2%) in lieu of benefits \$4.31 for a total of \$220.04.

Half day: \$114.42



5.1.5. *Effective September 1, 2023, 2% increase, the substitute teachers' daily rates of pay will be \$220.04 plus two per cent (2%) in lieu of benefits \$4.40 for a total of \$224.44.*

*Half day: \$116.71*

5.2. *Commencement of Grid Rate*

5.2.1. *A substitute teacher who teaches five (5) or more consecutive days in the same teaching position shall be paid effective the sixth (6) day and every consecutive day thereafter a daily rate equivalent to one two hundredth (1/200) of their placement on the salary schedule.*

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. Injury on the Job

5.3.1.1. Substitute teachers shall have access to up to five (5) teaching days of pay at the substitute rate, with medical documentation on the Substitute Injury Form, if injured while on an assignment.

5.3.2. Cancellation of Assignment

5.3.2.1. Substitute teachers will receive advanced notice of cancellation of assignment by 5:00 p.m. at the latest on the day prior to the scheduled assignment. Cancellation occurring after 5:00 p.m. on the day prior to the assignment will result in the substitute teacher receiving the daily rate agreed to in the initial booking.

5.3.3. Assigned Duties of Teachers Replacing

5.3.3.1. Unless altered by emergent circumstances, or by the agreement of the substitute teacher, a substitute teacher will follow the schedule, including preparation periods, of the teacher they are replacing.

5.3.4. Recognition of Extended Instructional Day

5.3.4.1. Effective the date of local ratification (June 23, 2023), substitute teachers working in schools with an extended day due to a compressed calendar will be compensated for those additional minutes.

School	Instructional Minutes
Al-Amal Academy	340
Veteran School	360
Base Instructional Minutes	320

Formula: instructional minutes per day for school with extended day / base instructional minutes.

5.3.5. Professional Development

5.3.5.1. Substitute teachers will be compensated fifty dollars (\$50.00) to complete the one-time Occupational Health & Safety (OH&S) Training. Claim forms must be submitted to the OH&S Officer for verification of completion.

**6. PART-TIME TEACHERS**

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

6.2. *Part-time Teachers Salaries and Benefits*

6.2.1. *The provisions of this agreement shall apply to part-time teachers on a pro-rated basis. In other words, part-time teachers shall receive the same percentage of salary and benefit premium contributions, as the percentage that their part-time teaching assignment is of a full-time teaching assignment.*

6.3. Other Part-time Teacher Conditions

6.3.1. The timetable for a part-time teacher shall be contiguous, where reasonably practicable. A part-time teacher whose timetable is not able to be made contiguous will be provided with the rationale for the decision.

6.3.2. Contiguous Assignment

6.3.2.1. Part-time teachers shall have the ability to appeal the non-contiguous assignment to the superintendent or designate.

**7. GROUP BENEFITS**

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

7.1.1. *The School Division shall effect and maintain:*

7.1.1.1. *Alberta School Employee Benefit Plan (ASEBP)*

7.1.1.1.1. *Extended Disability Benefit - Plan D*

7.1.1.1.2. *Life, Accidental Death, and Dismemberment - Schedule 2*

7.1.1.1.3. *Extended Health Care - Plan 1*

7.1.1.1.4. *Dental Care - Plan 3*

7.1.1.1.5. *Vision Care - Plan 3*

7.1.1.2. *Effective until August 30, 2023, Alberta Health Care Plan.*

7.1.2. *For teachers enrolled in the plans identified in clauses 7.1.1.1 and 7.1.1.2 the School Division shall contribute one hundred per cent (100%) towards the monthly premium of each plan.*

7.2. *Group Benefits Eligibility*

7.2.1. *All teachers shall be covered under the provisions of the ASEBP: life and extended disability benefits, Plan D, Schedule 2.*

7.2.2. *With respect to clause 7.2.1, it is understood that participation in the ASEBP: Extended Health Care - Plan 1; Dental Care - Plan 3; Vision - Plan 3 and Alberta Health Care Plan is not a condition of employment.*

7.3. *Health Spending Account (HSA) / Wellness Spending Account (WSA)*

7.3.1. *The School Division will establish and contribute annually to an individual HSA / WSA Account for each teacher under contract as follows:*

*Seven hundred and twenty-five dollars (\$725.00)*

*In this clause 'eligible teacher' means any teacher on a continuing, probationary, or temporary contract during the year. For temporary contract teachers, one twelfth (1/12) of the annual contribution will be deposited for each full month the teacher is under contract. Teachers leaving the employ of the School Division for any reason will forfeit any remaining balance.*

*The account will be administered by ASEBP, using Package / Plan #1 for credits and Expense Payments, as allowed by Canada Revenue Agency (CRA) and the Income Tax regulations for the benefit of that teacher and their spouse and dependant(s).*

*The provisions of this clause shall apply to part-time teachers on a pro-rated basis.*

7.4. *Other Group Benefits*

7.4.1. *Employment Insurance (EI) Premium Reduction*

7.4.1.1. *It is agreed that the EI premium reduction is being shared according to section 64(4) of the *Employment Insurance Act* by the benefits contained herein.*

7.4.2. *Any eligible leave where teachers wish to maintain benefit insurance coverage will have the option to pre-pay contributions with written notification to the Corporate Treasurer.*

7.4.3. Teachers whose contract of employment ends at the completion of a school year and signs a new contract for the following school year shall have their benefits continue over the summer break.

7.4.4. Group Savings Plan

7.4.4.1. Payroll deductions will be offered to teachers who chose to access the ATA group savings plan. The ATA will provide information and necessary enrollment documents to members.

## **8. CONDITIONS OF PRACTICE**

8.1. *Teacher Instructional and Assignable Time*

8.1.1. *Effective until August 31, 2022, teacher instructional time will be capped at 907 hours per school year.*

8.1.1. *Effective September 1, 2022, teacher instructional time will be capped at 916 hours per school year commencing the 2022-2023 school year.*

8.1.2. *Teacher assignable time will be capped at 1200 hours per school year.*

8.2. *Assignable Time Definition*

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

a) *operational days (including teachers' convention);*

b) *instruction;*

c) *supervision, including before and after classes, transition time between classes, recesses, and lunch breaks;*

d) *parent teacher interviews and meetings;*

e) *School Division and school-directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3;*

f) *staff meetings;*

g) *time assigned before and at the end of the school day; and,*

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

8.2.2. *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Divisions. Teachers have*

*discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

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

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

### 8.3. Other Conditions of Practice

#### 8.3.1. Special Needs Students

8.3.1.1. The consideration of the educational program plans for identified special needs students shall involve consultation between School Division staff, parents or guardians, teachers and administrators who may be affected.

8.3.1.2. When a student with special needs is placed in a regular class setting, the teacher will have access to information that in the opinion of the School Division or its designee is pertinent to the placement.

8.3.1.3. When a student with special needs is placed in a regular class setting, the teacher will be provided inservice training to meet the needs of the student, provided the principal deems the training necessary.

8.3.1.4. Special consideration shall be given to class size, aide and clerical time allotments, equipment, furniture monies and administrative assistance time.

#### 8.3.2. Maximum Instructional and Non-Instructional Days

8.3.2.1. No teacher shall be required to render service for more than two hundred (200) days in a school year, exclusive of designated and statutory holidays.

#### 8.3.3. Duty Free Lunch

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

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

## **9. PROFESSIONAL DEVELOPMENT**

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

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

### **9.2. Sabbatical Leave**

- 9.2.1. *Sabbatical leave shall mean any long-term leave of absence granted to a teacher for professional development through study.*
- 9.2.2. *Sabbatical leave may be granted at the discretion of the School Division.*
  - 9.2.2.1. *Written application for sabbatical leave must be made by the teacher ninety (90) calendar days prior to the commencement date of the proposed leave.*
  - 9.2.2.2. *Each teacher who is granted sabbatical leave for one (1) school year shall be paid an amount equal to current four (4) year minimum salary payable monthly as per the salary schedule.*
- 9.2.3. *Sabbatical leave for the duration of a semester or trimester may be granted by the School Division. Remuneration shall be calculated on a prorata basis in accordance with clause 9.2.2.2 above.*
  - 9.2.3.1. *Each teacher who is granted sabbatical leave as in clause 9.2.1 shall give an undertaking in writing to return to their duties following expiration of the leave and shall not resign or retire from employment with the School Division, 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.*

9.2.3.2. *Should a teacher, by mutual consent, resign or retire from service of the School Division before completing their two (2) years' service following such leave, repayment of sabbatical leave salary shall be made to the School Division on a prorata basis. Teachers on extended disability shall not have this counted as a repayment period.*

9.2.3.3. *Each teacher granted sabbatical leave shall enter into an individual written agreement with the School Division as to the conditions under which they may return to the school system at the conclusion of the leave, provided the individual contract does not contravene the collective agreement.*

9.2.3.4. *The School Division shall notify all applicants of its decision within thirty (30) calendar days of the application deadline.*

9.2.4. *Experience increments will not be granted to teachers for any period of sabbatical leave.*

9.2.5. *The School Division may pay for non-credit courses that enable teachers to perform their job efficiently, at the rate of two hundred dollars (\$200.00) per course or the rate of the registration fee, whichever is the lesser of the two figures. The course must be approved by the superintendent of schools.*

## **10. SICK LEAVE**

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

10.1.1. *In the first year of employment with the School Division, the teacher shall be entitled to statutory sick leave. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*

10.1.2. *During the second and subsequent years under contract, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness, or disability for ninety (90) calendar days.*

10.1.3. *A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days.*

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

10.2.1. *A statement, in a form approved by the School Division, signed by the teacher substantiating the illness.*

- 10.2.2. *At the request of the School Division, a certificate from the teacher's attending medical or dental practitioner where the absence is for a period of more than three (3) days.*
- 10.2.3. *At the request of the School Division or its designate, a certificate from a physician or dentist designated by the School Division attesting to the illness or disability claimed provided there is no cost to the teacher.*
- 10.3. *Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under ASEBP.*
- 10.3.1. *After ninety (90) continuous calendar days of illness or medical disability, no further salary shall be paid.*
- 10.4. *Provisions of this article shall not be applicable when a teacher is on another leave (other than sick leave) without pay or while on strike.*
- 10.5. *When a teacher leaves the employ of the School Division, all benefits contained under these provisions are cancelled.*

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

### *11.1. Maternity Leave*

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



## 11.2. Parental Leave

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

## 11.3. Salary Payment and Benefit Premium Payment Health-Related

- 11.3.1. *The School Division shall top up Supplementary Employment Benefits (SEB) to one hundred per cent (100%) of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per article 10.*
- 11.3.2. *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per article 10.*
- 11.3.3. *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The School Division shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the Collective Agreement for thirty-six (36) weeks of*

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

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

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

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

***Leave of Absence with Full Pay***

- 12.1 In consultation with the principal and with two (2) weeks' notice where possible, a teacher shall be granted two (2) days personal leave per school year, except where circumstances put such a leave in conflict with the interests of the school. In consultation with the superintendent and with two (2) weeks' notice where possible, a principal shall be granted two (2) days personal leave per school year, except where circumstances put such leave in conflict with the interests of the school. These days may be used to extend a holiday period or long weekend at the discretion of the teacher's or the principal's, immediate supervisor.*
- 12.1.1. For any teacher under contract for sixty (60) days or fewer in a school year, the provisions of clause 12.1 do not apply.*

- 12.1.2. *Any teacher under contract for sixty-one (61) to one hundred and twenty-nine (129) days in a school year shall be granted two (2) half-day personal leaves per school year.*
- 12.1.3. *Each teacher shall be entitled to accumulate two (2) unused personal leave days per year, to a maximum of five (5) days which may be used in any one (1) school year*
- 12.1.3.1. *Five (5) days of accumulated personal leave cannot be used in conjunction with clause 12.1.*
- 12.1.4. *Each teacher under contract for sixty-one (61) to one hundred and twenty-nine (129) days shall be entitled to accumulate one (1) unused half day personal leave per year, to a maximum of five (5) half-days, which may be used in any one (1) school year. These days may be used to extend a holiday period or long weekend at the discretion of the teacher's immediate supervisor.*
- 12.1.4.1. *Five (5) half-days of accumulated personal leave cannot be used in conjunction with clause 12.1.*

### **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.*

- 13.5. *The School Division shall be reimbursed by Prairieland Association Local at cost of substitute for each day a teacher is absent to participate in the grievance procedure in any way. Reimbursement shall be due within thirty (30) days of billing.*
- 13.5.1. *In the event the School Division initiates a grievance, substitute teaching costs shall be the responsibility of the School Division.*

*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**

*Leave of Absence With Full Pay*

### **14.1. Compassionate Leave**

14.1.1. *Compassionate leave shall be granted by the School Division in a case of serious illness or death of the teacher's spouse, son, daughter, father, mother, sister, brother, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandparent of spouse.*

14.1.1.1. *up to four (4) school days for serious illness;*

14.1.1.2. *up to five (5) school days for death.*

14.1.2. *Notification of such leave must be given to the school principal or superintendent.*

14.1.3. *Those days referred to in clause 14.1.1 may be extended at the discretion of the School Division should additional time be required for travel.*

14.1.4. *Before payment is made under clause 14.1.1, the School Division may require a medical certificate stating that serious illness was the reason for the absence.*

14.2. *Convocation*

14.2.1. *Leave shall be granted for a period necessary (not to exceed two (2) days) to a teacher to attend their or their spouse's convocation.*

14.3. *Additional Discretionary Leave*

14.3.1. *Additional leave of absence may be granted by the School Division with or without pay.*

14.4. *Jury / Subpoena*

14.4.1. *Leave shall be granted:*

14.4.1.1. *for jury duty or any summons related thereto;*

14.4.1.2. *to answer a subpoena or summons to attend any court proceedings as a witness in a cause other than the teacher's own.*

14.4.2. *The teacher shall reimburse the School Division an amount equivalent to any witness or jury fee set by the court.*

14.5. *Inclement Weather*

14.5.1. *A teacher who, despite reasonable effort is unable to travel to their school because of inclement weather, impassable road conditions or failure of transportation facilities other than their own, is entitled to their salary for the periods of absence so occasioned.*

14.6. *Family Needs Leave*

14.6.1. *A teacher shall be granted three (3) days leave of absence with pay, per year, at less the cost of a substitute, if one is required, for the purpose of supporting a teacher's family member when taking care of their obligations / needs, where the assistance of the teacher is required. Any absence from the work site for family needs leave shall be recorded as such. The reduction in the entitlement for each occurrence of family needs leave shall be a minimum of one-half (1/2) day.*

### *Other Leaves*

- 14.7. *Leave of absence without pay, allowances and other benefits of this agreement, may be granted to any teacher by the School Division for a period not to exceed one (1) school year, subject to the following conditions:*
- 14.7.1. *The teacher shall apply to the School Division, in writing, prior to March 1 of the current year. The applicant shall set forth the reasons for the request;*
  - 14.7.2. *The teacher shall notify the School Division, prior to March 1 of the following year of their intention to return to teaching duties;*
  - 14.7.3. *No experience increment shall be granted for such leave of absence.*
- 14.8. *Quarantine*
- 14.8.1. *A teacher shall not be required to attend school if they or someone in their household has an infectious virus or disease that is classified as an epidemic.*
  - 14.8.2. *A pregnant teacher who is working in an environment where there is a disease or epidemic that is known to cause harm to the unborn child will either a) be moved to another school that has a safe working environment or b) provided with work of an alternative nature that can be done from home.*
  - 14.8.3. *In the event there is an epidemic or public health issue, the School Division may waive the requirement to provide a medical certificate as per clause 10.2 upon notification to the Association.*
- 14.9. *Child Care Leave*
- 14.9.1. *Child Care Leave shall be granted to a teacher without pay, allowances, and other benefits of this agreement for a period up to one (1) school year to provide care to a teacher's child less than three (3) years of age.*
  - 14.9.2. *The teacher shall, in consultation with the superintendent, three (3) months in advance of the leave, determine the commencement date of the leave.*
  - 14.9.3. *Return from child care leave shall occur at the beginning of a school year or the beginning of a reporting period or at such other time as mutually agreed by the teacher and superintendent.*
  - 14.9.4. *Teachers returning from child care leave are entitled to a teaching position with the School Division. Every reasonable effort shall be made to return the teacher to a teaching position which has been mutually agreed upon prior to the granting of such leave.*
  - 14.9.5. *Any teacher returning from such leave who was employed on a probationary contract immediately prior to the leave, may, at the discretion of the School Division, be offered a second probationary contract of employment.*

- 14.9.6. *A teacher requesting return prior to the expiry of the leave will be considered for appropriate vacancies.*
- 14.9.7. *Where child care leave is granted in conjunction with maternity or parental leave, the combined total leave shall not exceed twenty-four (24) months.*
- 14.9.8. *Leave taken for the purpose of child care shall not be considered teaching experience for the purpose of granting a salary increment.*
- 14.9.9. *Paternal Leave—Two (2) days of paternal leave with pay shall be provided to the non-birthing teacher occasioned by the birth of their child.*
- 14.9.10. *Only one (1) parent shall be granted child care leave under these provisions.*

#### 14.10. Emergency Leave

- 14.10.1. *A teacher on contract shall be granted one (1) day leave of absence, with pay, per year, at less the cost of the substitute, if one is required, for the purpose of emergency leave to attend to emergencies or misfortune that requires the teacher's immediate attention.*

### 15. GRIEVANCE PROCEDURE

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

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

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



- 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator / arbitration board is final and binding on:*
- 15.15.1. *the School Division and the Association; and,*
- 15.15.2. *teachers covered by the Collective Agreement who are affected by the award.*
- 15.16. *TEBA Involvement in Grievance Proceedings*
- 15.16.1. *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.*
- 15.16.2. *At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the School Division.*
- 15.16.2.1. *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.*
- 15.16.2.2. *Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*
- 15.16.2.3. *Within five (5) operational days of the meeting set out in clause 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*
- 15.16.3. *In the event that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2, TEBA will provide written notice to the superintendent or designate, and the Associate Coordinator—Collective Bargaining including the name and contact information of TEBA's representative and legal counsel for the matter.*
- 15.16.4. *In instances where TEBA assumes carriage over a grievance process, all references to School Divisions in this article shall be read to apply to TEBA.*

#### 15.17. *Optional Mediation Process*

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

#### 15.18. *Administration*

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

## 16. EMPLOYMENT

### 16.1. Transfers

- 16.1.1. The School Division will establish a procedure by which teachers may request transfer to another school or to another grade and / or subject assignment. The procedure must be posted in each school in an appropriate location.
  - 16.1.1.1. Teachers who wish to change grade and / or subject must file a written statement with the superintendent prior to May 1, annually. Such statement must include the subjects and / or grade levels desired.
  - 16.1.1.2. Teachers who desire a transfer to another school must file a written statement with the superintendent prior to April 1, annually. Such statement must include the school(s) to which the teacher seeks a transfer.
  - 16.1.1.3. Prior to and including the last day of the school year, when a vacancy occurs, a teacher who has filed a notice of intent to transfer for the type of assignment shall be interviewed. Should the teacher not be selected, the teacher may request a written explanation of the reason(s).
- 16.1.2. If the School Division requests a teacher to transfer to another school, the School Division shall pay the reasonable moving expenses necessarily incurred by them and their family as a result of such transfer providing such transfer requires a change of residence.
- 16.1.3. Transfers made at the request of the School Division shall be governed by the process outlined in the current *Education Act*.

### 16.2. General

- 16.2.1. Prior to employment, teachers may be required to present a medical certificate of good health.
- 16.2.2. Any teacher required to teach in more than one (1) school shall be paid kilometrage at the rate established by the CRA on January 1 each year for travel between the schools, providing the distance between schools is greater than sixteen (16) kilometres.
- 16.2.3. Travel for Work Purposes**
  - 16.2.3.1. Teachers required to travel to a location other than their school site or regular place of work as part of their required assignment shall be paid round trip kilometers from their school site or regular place of work to their required destination at the rate specified in Appendix A of the Alberta Travel, Meal, and Hospitality Expenses Policy, if no School Division transportation is provided. Every effort needs to be made to utilize School Division fleet vehicles.

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

**The Alberta Teacher's Association**

**The Prairie Land School Division**

---

---

---

---

---

---

---

Associate Coordinator—Collective  
Bargaining, Teacher Employment Services

---

**Signed on** \_\_\_\_, \_\_\_\_, **202**\_\_

**Signed on** \_\_\_\_, \_\_\_\_, **202**\_\_

## **LETTERS OF UNDERSTANDING: CENTRAL**

### **LETTER OF UNDERSTANDING #1**

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

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

**LETTER OF UNDERSTANDING #2**  
**RE: INTERIM GRIEVANCE PROCEDURE**

**WHEREAS** at the time of signing this Letter of Understanding, the Association, and TEBA were actively engaged in central bargaining;

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

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

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

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

**THE PARTIES AGREE AS FOLLOWS:**

**EFFECTIVE DATES**

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

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

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

**TRANSITION OF EXISTING GRIEVANCES**

1. *For grievances filed under article 15 (Central Grievance Procedure) of 2018–2020 teacher collective agreements prior to February 1, 2022, TEBA and the Association will meet no later than February 28, 2022 to review unresolved grievances and determine whether the grievance will transition to the procedure in this LOU.*
  - a) *If there is mutual agreement to transition the grievance to the new procedure, it will transition immediately at the equivalent step in the procedure.*

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

**INTERIM GRIEVANCE PROCEDURE**

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

- 15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
- 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the School Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three-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 clause 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*

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

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

#### 15.17. *Optional Mediation Process*

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

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

15.17.3. *The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and / or materials*

*generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an arbitration board for resolution.*

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

**15.18. Administration**

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

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

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

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

**LETTER OF UNDERSTANDING #3**

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

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

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

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

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

**LETTER OF UNDERSTANDING # 4**

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

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

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

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

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

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

**LETTER OF UNDERSTANDING #5**  
**BILL 15 (EDUCATION (REFORMING TEACHER PROFESSION DISCIPLINE)**  
**AMENDMENT ACT, 2022)**

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

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

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

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

**LETTER OF UNDERSTANDING #6  
EXPEDITED ARBITRATION (12 MONTH-PILOT)**

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

*"This award is the result of an expedited procedure to which the parties agreed. Consequently, there has been evidence entered by agreement as well as by submission.*

*Reference to case law has been limited. The parties are satisfied with an award that accommodates their agreed restrictions on the procedure. The arbitrator reserves jurisdiction regarding the quantum of any damages awarded and any issues concerning the implementation of the award.”*

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

## **LETTER OF UNDERSTANDING #7**

### **DUTY TO ACCOMMODATE**

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

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

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



## **LETTER OF UNDERSTANDING #8**

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

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

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

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

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

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

**LETTER OF UNDERSTANDING #9**  
**EXPERIENCE FORM**

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

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

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

**TEACHING EXPERIENCE FORM**

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

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

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

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

**Teaching Experience**

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

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

**School Division Contact**

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

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

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

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

### **3.4. Experience**

*Teachers shall:*

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

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

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

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

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

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

#### *Prior Experience*

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

- a) Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*
- b) If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
- c) If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*

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

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

- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
  - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
  - c) *The written confirmation is signed by an authorized officer of the previous school division.*
- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another school division, the receiving School Division shall assume the recognition of experience provided by the previous school division.*
- 3.4.10. *Clauses 3.4.6 through 3.4.9 of this shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

**LETTERS OF UNDERSTANDING, ADDENDUMS AND APPENDICES: LOCAL**

**LETTER OF UNDERSTANDING #10**

**ANNUAL REVIEW OF COLLECTIVE AGREEMENT DEFINITION OF DAYS**

The parties agree that the Teacher Welfare Committee (TWC) Chair and the School Division's representative meet annually to review the definition of whole and half days for use in interpretation of the collective agreement.

**LETTER OF UNDERSTANDING #11**  
**TEACHER BOARD ADVISORY COMMITTEE**

The parties agree to establish a Teacher Board Advisory Committee made up of three (3) representatives of the Local and three (3) representatives of the School Division. The Committee will be jointly chaired by a representative of the School Division and a representative of the Local. The purpose of this Committee is to maintain healthy and collegial relationships between the School Division and its teachers.

On an annual basis, following the Board Organizational Meeting, the School Division commits to proposing dates for an initial Teacher Board Advisory Committee meeting. The Committee will meet at least two (2) times in every school year.

The Association and School Division agree that the Teacher Board Advisory Committee will have discussions on the Pilot Project - Itinerant Teacher. The Teacher Board Advisory Committee will also discuss the school calendar on an annual basis.

**LETTER OF UNDERSTANDING #12**  
**PILOT PROJECT – DISTRIBUTED LEARNING**

The School Division and the Association will establish a pilot project for distributed education conditions of practice during the term of this agreement. Projects to investigate may include provisions related to:

- a) The number of students, credits, courses, or subject areas a teacher may be assigned;
- b) The amount of course design and development expected of a teacher;
- c) Class composition and complexity in the distributed education environment;
- d) The amount of non-instructional time that may be assigned to distributed education teachers;
- e) Appropriate processes and considerations when students do not complete the attempted course;  
and
- f) Processes and timing for enrolling students in courses or programs.



## **LETTER OF UNDERSTANDING #13**

### **PILOT PROJECT – SUBSTITUTE TEACHER TRAVEL**

To address the chronic shortage of substitute teachers in certain areas of our division, a pilot project will be undertaken within the 2023-2024 school year to compensate substitute teachers for travel.

Substitute teachers, while not on salary grid, must designate the nearest Prairie Land School Division community / school to their home as place of origin to determine mileage and will be eligible for mileage reimbursement only if the distance between the place of origin and the destination exceeds twenty (20) kilometers one (1) way. Substitute teachers with assignments at two (2) different locations on the same day will only be eligible for reimbursement from their place of origin to the furthest destination as previously outlined. If a substitute teacher receives mileage for days on which they are paid on grid, repayment for those days will be required.

Mileage will be paid at the rate specified in Appendix A of the Alberta Travel, Meal, and Hospitality Expenses Policy.

Under no circumstances will payments be made for travel based on home to place of work and return.

This Letter of Understanding will be reviewed by the ATA Local 36 Executive, the ATA Local 36 Representative Bargaining Agent and Senior Administration at the end of the school year to determine feasibility moving forward.

**LETTER OF UNDERSTANDING #14**  
**EXTRA-CURRICULAR ACTIVITIES**

The School Division and the Association both acknowledge the value of extra-curricular activities in enriching our schools. Teacher participation in extra-curricular activities is voluntary, and therefore assignable time will not be applicable.

**ADDENDUM #1**

**RE: REMEMBRANCE DAY**

This will confirm that subsequent to the 2001-02 school year, in years when Remembrance Day falls on a weekend, teachers will receive the Friday preceding or the Monday following as lieu.

**APPENDIX B**

**RE: MEDICAL CERTIFICATE**

***Medical Leave Certificate***

1. Teacher's Name: \_\_\_\_\_
2. Teacher's Position: \_\_\_\_\_
3. Teacher was unable to work due to medical reasons effective \_\_\_\_\_(date)
4. Is the teacher receiving treatment? Yes \_\_\_\_ No \_\_\_\_ Not Applicable \_\_\_\_
5. Anticipated date of return to work (if known) \_\_\_\_\_
6. If anticipated return to work is unknown, is the absence likely to be:  
\_\_\_\_\_\_ Less than 30 days?  
\_\_\_\_\_\_ Between 30 days and 60 days?  
\_\_\_\_\_\_ Between 60 days and 90 days?  
\_\_\_\_\_\_ Indeterminate
7. Has the teacher been referred to a specialist? Yes \_\_\_\_ No \_\_\_\_ Not Applicable \_\_\_\_
8. Name of Doctor: \_\_\_\_\_
9. Address of Doctor \_\_\_\_\_
10. Date Seen by Doctor: \_\_\_\_\_
11. Signature of Doctor: \_\_\_\_\_