

COLLECTIVE AGREEMENT

[Incorporating language agreed to during Central Table Teacher Collective Bargaining between the Teachers' Employer Bargaining Association ("TEBA") and The Alberta Teachers' Association ("Association")]

BETWEEN

THE PARKLAND SCHOOL DIVISION

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2020 to AUGUST 31, 2024



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This collective agreement is made this 5th day of March 2024 between The Parkland 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 certain terms and conditions of employment and the salaries of teachers have been the subject of negotiations between the parties; and

WHEREAS the parties recognize that basic to the proper management and administration of a school system is the School Division’s function and responsibility to formulate and adopt policy and regulations; and

WHEREAS the School Division and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communications between trustees, teachers, and administrators.

To this end, the School Division agrees to inform in writing a representative of the Alberta Teachers’ Association (ATA) Parkland Teachers’ Local No. 10 of proposed changes to policies and regulations, which directly affect the working conditions of said teachers. The representative of the bargaining unit will respond to such proposals within fifteen (15) consecutive days of being notified.

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

1. APPLICATION / SCOPE

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

1.2. Excluded Positions

- 1.2.1. Superintendent
- 1.2.2. Deputy superintendent
- 1.2.3. Assistant superintendent(s)
- 1.2.4. Associate 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 employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the School Divisions and to bind the School Divisions in any agreement with respect to central terms.*
 - 1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
 - 1.5.3. *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.*
- 1.6. *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.*

2.6.2.1. *At the first meeting the parties shall exchange written proposals that identify those interests which they wish to explore during negotiations.*

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

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 31st and March 31st, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five (5) months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

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

- 2.8.2.1. *Teacher distribution by salary grid category and step as of September 30th;*
- 2.8.2.2. *Health Spending Account (HSA) / Wellness Spending Account (WSA) / Registered Retirement Savings Plan (RRSP) utilization rates;*
- 2.8.2.3. *Most recent School Division financial statements;*
- 2.8.2.4. *Total benefit premium cost;*
- 2.8.2.5. *Total substitute teacher cost; and,*
- 2.8.2.6. *Total allowances cost.*

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

2.8.1. *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division shall provide to the Association at least twice each year no later than October 31st and May 31st, 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 30th 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 31st.*

3. SALARY

3.1. Salary Pay Date / Schedule

- 3.1.1. *Save and except substitute teachers, each teacher shall be paid:*
 - 3.1.1.1. *One-twelfth (1/12th) of the teacher's annual rate of salary paid on the 26th of each month except in December and March when payment shall be made on the last teaching day or the 26th of that month whichever is earlier.*
 - a) *Salary adjustment resulting from unpaid leaves shall take place no later than the month following the month in which the leave occurs.*
 - 3.1.1.2. *Clause 3.1.1.1 notwithstanding, a teacher who has resigned shall be paid in accordance with Section 220 of the Education Act 2000 as amended from time to time.*
 - 3.1.1.3. *All salary payments shall be made through an electronic direct bank deposit system.*
- 3.1.2. *Payment of administrative allowances according to clause 4.2 of this collective agreement shall commence on the effective date of appointment.*

3.2. Grid

- 3.2.1. *The School Division shall pay its teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise.*
- 3.2.2. *The number of complete years of teacher education and the years of teaching experience, as computed according to this collective agreement, shall together determine the basic salary rate for each teacher employed by the School Division.*

3.2.3. Salary Tables

3.2.3.1. Effective until June 9, 2022

| Years of Experience | Four | Five | Six |
|----------------------------|-------------|-------------|------------|
| 0 | \$ 59,243 | \$ 62,727 | \$ 66,208 |
| 1 | \$ 62,812 | \$ 66,293 | \$ 69,773 |
| 2 | \$ 66,378 | \$ 69,859 | \$ 73,340 |
| 3 | \$ 69,942 | \$ 73,426 | \$ 76,906 |
| 4 | \$ 73,507 | \$ 76,993 | \$ 80,470 |
| 5 | \$ 77,641 | \$ 81,127 | \$ 84,605 |
| 6 | \$ 81,776 | \$ 85,261 | \$ 88,741 |
| 7 | \$ 85,910 | \$ 89,396 | \$ 92,874 |
| 8 | \$ 90,045 | \$ 93,529 | \$ 97,010 |
| 9 | \$ 94,182 | \$ 97,662 | \$ 101,146 |

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

| Years of Experience | Four | Five | Six |
|----------------------------|-------------|-------------|------------|
| 0 | \$ 59,539 | \$ 63,041 | \$ 66,539 |
| 1 | \$ 63,126 | \$ 66,624 | \$ 70,122 |
| 2 | \$ 66,710 | \$ 70,208 | \$ 73,707 |
| 3 | \$ 70,292 | \$ 73,793 | \$ 77,291 |
| 4 | \$ 73,875 | \$ 77,378 | \$ 80,872 |
| 5 | \$ 78,029 | \$ 81,533 | \$ 85,028 |
| 6 | \$ 82,185 | \$ 85,687 | \$ 89,185 |
| 7 | \$ 86,340 | \$ 89,843 | \$ 93,338 |
| 8 | \$ 90,495 | \$ 93,997 | \$ 97,495 |
| 9 | \$ 94,653 | \$ 98,150 | \$ 101,652 |

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

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

| Years of Experience | Four | Five | Six |
|----------------------------|-------------|-------------|------------|
| 0 | \$ 60,283 | \$ 63,829 | \$ 67,371 |
| 1 | \$ 63,915 | \$ 67,457 | \$ 70,999 |
| 2 | \$ 67,544 | \$ 71,086 | \$ 74,628 |
| 3 | \$ 71,171 | \$ 74,715 | \$ 78,257 |
| 4 | \$ 74,798 | \$ 78,345 | \$ 81,883 |
| 5 | \$ 79,004 | \$ 82,552 | \$ 86,091 |
| 6 | \$ 83,212 | \$ 86,758 | \$ 90,300 |

| Years of Experience | Four | Five | Six |
|----------------------------|-------------|-------------|------------|
| 7 | \$ 87,419 | \$ 90,966 | \$ 94,505 |
| 8 | \$ 91,626 | \$ 95,172 | \$ 98,714 |
| 9 | \$ 95,836 | \$ 99,377 | \$ 102,923 |

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

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

| Years of Experience | Four | Five | Six |
|----------------------------|-------------|-------------|------------|
| 0 | \$ 61,489 | \$ 65,106 | \$ 68,718 |
| 1 | \$ 65,193 | \$ 68,806 | \$ 72,419 |
| 2 | \$ 68,895 | \$ 72,508 | \$ 76,121 |
| 3 | \$ 72,594 | \$ 76,209 | \$ 79,822 |
| 4 | \$ 76,294 | \$ 79,912 | \$ 83,521 |
| 5 | \$ 80,584 | \$ 84,203 | \$ 87,813 |
| 6 | \$ 84,876 | \$ 88,493 | \$ 92,106 |
| 7 | \$ 89,167 | \$ 92,785 | \$ 96,395 |
| 8 | \$ 93,459 | \$ 97,075 | \$ 100,688 |
| 9 | \$ 97,753 | \$ 101,365 | \$ 104,981 |

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

3.3. Education

- 3.3.1. *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1st, and February 1st.*
- 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 1st and February 1st.*

Prior Experience

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

a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*

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

Effective until June 9, 2022

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

Effective June 10, 2022, repeal 3.4.10 and replace with below.

- 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 collective agreement.*

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

- 3.5.1. *A CTS or Career and Technology Foundations (CTF) trade teacher is a person who has a valid Alberta teaching certificate and instructs at least zero point five (0.5) FTE in the teacher's area of Journeyman Trade Certification.*
- 3.5.2. *Industrial trade experience means experience in the area of trade certification for which the teacher will be teaching that was obtained while holding a valid Journeyman Trade Certificate for the area in which the teacher will be teaching. One (1) year of full-time industrial trade experience shall be time equivalent to two thousand (2000) hours worked per year as a journeyman.*
- 3.5.3. *Industrial trade experience will only be recognized:*
 - 3.5.3.1. *if a Journeyman Trade Certification is required as a condition of employment by the School Division.*
 - 3.5.3.2. *if the teacher instructs in their area of trade certification as a journeyman, on at least a zero point five (0.5) FTE.*
 - 3.5.3.3. *if the teacher has prior industrial trade experience through verifiable employment that was obtained while holding a valid Journeyman Trade Certificate for the area in which the teacher will be teaching*
 - 3.5.3.4. *the verifiable documents provided are either from a third party employer, or, in the case of self-employment, filed tax returns which confirm work in the area for which the teacher holds a valid Journeyman Trade Certificate and will be teaching.*

| Industrial Experience (years) | Increment (years of teaching experience) |
|--------------------------------------|---|
| 10 | 5 |
| 8-9 | 4 |
| 6-7 | 3 |
| 4-5 | 2 |
| 2-3 | 1 |
| 0-1 | 0 |

3.6. Other Allowances

3.6.1. Convention Allowance

- 3.6.1.1. *A teacher who is engaged by an Alberta Teachers' Association Convention Association as a speaker shall be entitled to retain any honorarium and / or stipend provided by the Convention Association in addition to their regular salary and allowances for that day.*

3.6.2. Summer School Rate

3.6.2.1. A teacher employed on an hourly basis to provide instruction in credit courses and other courses described in the Program of Studies offered through the School Division’s Continuing Education Program, shall be paid at a rate of 1/200th of the applicable annual salary for full days and 1/400th of the applicable annual salary for half days worked, deemed to be inclusive of general holiday and vacation pay. Where approved by the Superintendent or designate, equivalent time off in lieu may be taken.

3.6.3. Teacher Assigned to Multiple Locations Allowance

3.6.3.1. Teachers who are required by the School Division to provide service at two or more locations in one day are entitled to claim expenses for travel between the locations as per Administrative Procedure 536 Expense Reimbursement.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations / Positions

4.1.1. The School Division may create or designate new positions that fall within the scope of this collective agreement as described in *clause* 1.1, provided that additional allowances, if any, for new positions are established after consultation with The Parkland School Division bargaining unit of the ATA Parkland Teachers’ Local No. 10 of the Association, acting on behalf of the Association and before the position is advertised or the appointment is made. The new position title and allowance rate shall be described in an addendum to this collective agreement.

4.2. Administration Allowances

In addition to the foregoing salary, there shall be paid allowances with the following schedule:

4.2.1. *Principal Allowances:*

4.2.1.1. *Effective until June 9, 2022*

| Student Enrolment | Principal Allowance | | | |
|----------------------------|----------------------------|-------------|----------|------------------------------|
| Enrolment 100–299 | \$ 17,280 | plus | \$ 24.32 | per student over 100 |
| Enrolment 300–499 | \$ 22,143 | plus | \$ 20.84 | per student over 300 |
| Enrolment 500–699 | \$ 26,311 | plus | \$ 20.84 | per student over 500 |
| Enrolment 700–899 | \$ 30,480 | plus | \$ 20.84 | per student over 700 |
| Enrolment 900-1,099 | \$ 34,648 | plus | \$ 19.79 | per student over 900 |
| Enrolment 1100+ | \$ 38,606 | plus | \$ 19.79 | per student over 1100 |

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

| Student Enrolment | Principal Allowance | | | |
|--------------------------|----------------------------|-------------|----------|-----------------------------|
| Enrolment 100–299 | \$ 17,366 | plus | \$ 24.44 | per student over 100 |

| Student Enrolment | Principal Allowance | | | |
|---------------------------|----------------------------|-------------|----------|------------------------------|
| Enrolment 300–499 | \$ 22,254 | plus | \$ 20.94 | per student over 300 |
| Enrolment 500–699 | \$ 26,443 | plus | \$ 20.94 | per student over 500 |
| Enrolment 700–899 | \$ 30,632 | plus | \$ 20.94 | per student over 700 |
| Enrolment 900–1099 | \$ 34,821 | plus | \$ 19.89 | per student over 900 |
| Enrolment 1100+ | \$ 38,799 | plus | \$ 19.89 | per student over 1100 |

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

| Student Enrolment | Principal Allowance | | | |
|---------------------------|----------------------------|-------------|----------|------------------------------|
| Enrolment 100–299 | \$ 17,453 | plus | \$ 24.56 | per student over 100 |
| Enrolment 300–499 | \$ 22,635 | plus | \$ 21.04 | per student over 300 |
| Enrolment 500–699 | \$ 26,575 | plus | \$ 21.04 | per student over 500 |
| Enrolment 700–899 | \$ 30,785 | plus | \$ 21.04 | per student over 700 |
| Enrolment 900–1099 | \$ 34,995 | plus | \$ 19.19 | per student over 900 |
| Enrolment 1100+ | \$ 38,993 | plus | \$ 19.99 | per student over 1100 |

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

| Student Enrolment | Principal Allowance | | | |
|---------------------------|----------------------------|-------------|----------|------------------------------|
| Enrolment 100–299 | \$ 17,540 | plus | \$ 24.68 | per student over 100 |
| Enrolment 300–499 | \$ 22,477 | plus | \$ 21.15 | per student over 300 |
| Enrolment 500–699 | \$ 26,708 | plus | \$ 21.15 | per student over 500 |
| Enrolment 700–899 | \$ 30,939 | plus | \$ 21.15 | per student over 700 |
| Enrolment 900–1099 | \$ 35,170 | plus | \$ 20.09 | per student over 900 |
| Enrolment 1100+ | \$ 39,188 | plus | \$ 20.09 | per student over 1100 |

4.2.1.5. *Notwithstanding any other provision in the collective agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

4.2.1.6. *The student count shall be on September 30th of each year, except that an adjustment shall be made in any allowance, effective March 1st, where the September count varies by twenty per cent (20%) or more on the February 28th following. In cases where a principal is designated responsibility for Early Childhood Service (ECS), ECS students shall be included in the student count and each ECS student shall be counted as one (1) student.*

4.2.2. *Assistant Principal(s) Allowances:*

4.2.2.1. *Each assistant principal shall receive one half (1/2) the allowance paid to the principal under clause 4.2.1.*

4.2.2.2. *The minimum allowance for assistant principal allowance will be adjusted in accordance with current proportionality to the principal allowance.*

4.2.3. *Director Allowance:*

4.2.3.1. *Effective until June 9, 2022, \$13,973.*

4.2.3.2. *Effective June 10, 2022, 0.50 % increase, \$14,042.87.*

4.2.3.3. *Effective September 1, 2022, 1.25% increase, \$14,218.40*

4.2.3.4. *Effective September 1, 2023, 2.00 % increase, \$14,502.77*

4.2.4. *Supervisor Allowance:*

4.2.4.1. *Effective until June 9, 2022, \$9,479.*

4.2.4.2. *Effective June 10, 2022, 0.50 % increase, \$9,526.40*

4.2.4.3. *Effective September 1, 2022, 1.25% increase, \$9,645.47*

4.2.4.4. *Effective September 1, 2023, 2.00 % increase, \$9,838.38*

4.2.5. *Department Head / Coordinator / Consultant / Facilitator:*

4.2.5.1. *Effective until June 9, 2022, \$4,730.*

4.2.5.2. *Effective June 10, 2022, 0.50 % increase, \$4,753.65*

4.2.5.3. *Effective September 1, 2022, 1.25% increase, \$4,813.07*

4.2.5.4. *Effective September 1, 2023, 2.00 % increase, \$4,909.33*

4.2.6. *Divisional Principal*

4.2.6.1. *The teacher or principal assigned or appointed to the division principal position shall receive the minimum principal allowance.*

4.2.6.2. *Notwithstanding any other provision in the collective agreement, divisional principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

4.3. Red Circling

4.3.1. A principal shall not suffer a loss of salary and administrative allowance(s) due to appointment as division principal. The salary and allowances of the affected principal shall be red circled at the enrolment levels of the school the principal was at prior to the appointment for a period of the assignment. The teacher or principal will also receive any increases to salary grid or allowances as per the terms of the collective agreement.

4.4. Acting / Surrogate Administrators—Compensation

- 4.4.1. When, in the absence of the principal, an assistant principal acts in the principal's place for a period of ten (10) or more consecutive school days, said assistant principal shall be designated as acting principal effective the tenth day and shall receive an allowance equivalent to that of the principal for the period during which the assistant principal is so designated.
- 4.4.2. In a school where there is no assistant principal, a teacher shall be designated by the School Division to be acting principal in the absence of the principal. The designate shall be paid effective the second consecutive day, according to *clause* 4.2.1 should the principal be absent for two (2) or more consecutive days.
- 4.4.3. At the end of the current school year, if a teacher has been in an acting principal capacity for more than five (5) non-consecutive days, the teacher will be paid for all days acting after the fifth (5th) non-consecutive day. The onus is on the teacher to submit the acting form to Payroll for processing. Deadline for form submission is June 30th.
- 4.4.4. When both the principal and the assistant principal are absent, a teacher shall be appointed acting principal. The teacher so appointed shall be paid effective the second consecutive day, according to *clause* 4.2.1 should the principal and assistant principal be absent for two (2) or more consecutive days.
- 4.4.5. At the end of the current school year, if an assistant principal has been in an acting principal's capacity for more than ten (10) non-consecutive days, the assistant principal will be paid for all days acting after the tenth (10th) non-consecutive day. The onus is on the assistant principal to submit the acting form to Payroll for processing. Deadline for form submission is June 30th.

4.5. Teachers with Principal and Assistant / Vice Principal Designations

- 4.5.1. *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five (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.*
- 4.5.3. *Effective September 1, 2023, a teacher designated as an assistant or vice principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

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

4.6. Other Administrator Designations

- 4.6.1. *Any teacher who becomes an employee of the School Division pursuant to the provisions of Section 119 (1) (2) (3) of the Education Act and who had been designated a principal, vice principal or assistant principal by the teacher's former school division retains such designation.*

4.7. Other Administrator Conditions

4.7.1. Lieu Days

- 4.7.1.1. Principals and assistant principals will be granted two (2) paid leave day(s) per school year, at a time mutually agreeable to the principal / assistant principal and the superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the principal / assistant principal and the superintendent, the School Division shall pay out the unused paid leave days at one two-hundredth (1/200th) of the principal's / assistant principal's annual salary and allowance by the end of June each year.

4.7.2. Administrators Vacation / Work Schedule

- 4.7.2.1. Notwithstanding *clause* 8.4.1, a teacher who agrees to render professional service during any vacation period, with the written approval of the superintendent or designate, shall, in the month following the month in which the work was performed, be paid one two-hundredth (1/200th) of the teacher's grid position salary for each day of work or shall be granted equivalent leave with pay which must be taken at a mutually agreeable time prior to the end of the school year. If the leave is not taken, the teacher shall submit a claim for payment to the superintendent or designate no later than

June 30th of the current school year. Payment will be made prior to August 31st of the current school year.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

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

5.1.2. Full Day Rate

5.1.2.1. *Effective until June 9, 2022, the substitute teachers' full daily rates of pay will be \$203.15 plus six per cent (6%) vacation pay of \$12.19 for a total of \$215.34.*

5.1.2.2. *Effective June 10, 2022, 0.50% increase, the substitute teachers' full daily rates of pay will be \$204.17 plus six per cent (6%) vacation pay of \$12.25 for a total of \$216.42.*

5.1.2.3. *Effective September 1, 2022, 1.25% increase, the substitute teachers' full daily rate of pay will be \$219.12 plus two per cent (2%) in lieu of benefits \$4.38 for a total of \$223.50.*

5.1.2.4. *Effective September 1, 2023, 2.00% increase, the substitute teachers' full daily rate of pay will be \$223.50 plus two per cent (2%) in lieu of benefits \$4.47 for a total of \$227.97.*

5.1.3. Half Day Rate

5.1.3.1. *Effective until June 9, 2022, the substitute teachers' half daily rates of pay will be \$101.58 plus six per cent (6%) vacation pay of \$6.09 for a total of \$107.67.*

5.1.3.2. *Effective June 10, 2022, 0.50% increase, the substitute teachers' half daily rates of pay will be \$102.08 plus six per cent (6%) vacation pay of \$6.12 for a total of \$108.21.*

5.1.3.3. *Effective September 1, 2022, 1.25% increase, the substitute teachers' half daily rate of pay will be \$109.56 plus two per cent (2%) in lieu of benefits \$2.19 for a total of \$111.75.*

5.1.3.4. *Effective September 1, 2023, 2.00% increase, the substitute teachers' half daily rate of pay will be \$111.75 plus two per cent (2%) in lieu of benefits \$2.24 for a total of \$113.99.*

5.2. Commencement of Grid Rate

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

5.2.2. *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day, or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

5.3. Other Substitute Teacher Conditions

5.3.1. Professional Development:

5.3.1.1. A substitute teacher who has worked as a substitute for the School Division for thirty (30) full days or more, by January 31 of each year, shall receive, upon request, either a half (1/2) or full day at the daily substitute rate, upon completion of a half (1/2) or full day of Parkland School Division professional development. Completion of division-required OHS and/or other required onboarding courses would be eligible under this provision for a half (1/2) day. The professional development excludes Teacher Convention. Professional development days cannot be carried forward to the next school year.

5.3.2. Substitute teachers working at the schools identified below will be provided a travel allowance specified in the table below. This clause only applies prior to Substitutes moving onto grid, as per clause 5.2 Commencement of Grid. This provision does not apply to teachers under probationary, interim, temporary, or continuous contracts.

| School | Total Roundtrip Travel Allowance |
|------------------|----------------------------------|
| Entwistle School | \$30.00 |
| Tomahawk School | \$30.00 |
| Wabamun School | \$20.00 |
| Duffield School | \$20.00 |

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. Contiguous Assignment

6.2.1. Part-time teachers will be scheduled in a continuous assignment within a day unless both parties come to a mutual agreement.

6.3. Teachers on part-time continuing contracts shall not have their teaching assignment varied by more than 0.3 FTE within the school year without mutual agreement.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier, and Premiums

7.1.1. *Provided enrolment is sufficient for implementation, the School Division shall make available each of the six (6) benefit plans listed in clause 7.1.3. The*

benefit provider for each of the plans shall be the Alberta School Employee Benefit Plan (ASEBP).

7.1.2. Effective until August 31, 2022, the School Division shall pay one hundred per cent (100%) of a participating teacher's monthly premiums payable for Alberta Health Care Insurance. This clause shall apply to the basic plan only.

7.1.2.1. Effective September 1, 2022, all references to the Alberta Health Care Insurance / Premiums is removed from this collective agreement.

7.1.3. The School Division shall pay benefit premiums for all teachers employed by the School Division at the rates stipulated for each plan in the following table:

| | |
|--|------|
| ASEBP Life Insurance (Plan 2) | 100% |
| ASEBP Accidental Death & Dismemberment (Plan 2) | 100% |
| ASEBP Extended Disability Benefits (EDB) (Plan D) | 100% |
| ASEBP Extended Health Care (Plan 1) | 100% |
| ASEBP Dental Care Plan (Plan 3) | 100% |
| ASEBP Vision Care (Plan 3) | 100% |

7.2. Group Benefits Eligibility

7.2.1. Provided enrolment is sufficient for implementation, enrolment in the listed benefits plans shall be a condition of employment.

7.2.2. Notwithstanding clauses 7.1.1, 7.1.2 and 7.2.1 above, the requirement to participate in either Alberta Health Care Insurance, extended health care, dental care, or vision plan insurance, as a condition of employment, shall be waived for those teachers who already have such group insurance coverage as dependents of their spouses and who therefore elect not to participate. Further, teachers with no dependents other than spouses may elect to take single coverage in any of Alberta Health Care Insurance, extended health care, dental care, or vision plan insurance plans if their spouses have single coverage in the same or comparable plans. Teachers shall not be required to enroll in and shall not be entitled to premium payments for any of the individual plans listed in clause 7.1.3 for which they are ineligible to enroll.

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

7.3.1. The School Division will establish an HSA / WSA for each of its eligible teachers that adheres to Canada Revenue Agency (CRA) requirements. Any unused balance in the HSA / WSA at the end of a school year will be carried forward to the extent permitted by the CRA. Teachers who are no longer employed by the School Division forfeit any remaining balance in the HSA / WSA.

- a) *Eligible teachers shall be teachers who are employed by the School Division on continuing, probationary, interim, or temporary contracts, including teachers on extended disability leave and subject to the limitations of clause 7.3.1(b). Eligible teachers who are on sick leave or extended disability leave receive HSA / WSA credits. Teachers who are on unpaid leaves of absence of thirty (30) days or more will not receive HSA / WSA credits.*
- b) (i) *For the 2006-07 school year, part-time teachers below zero point five (0.5) FTE are not eligible for HSA / WSA credits except for those teachers below zero point five (0.5) FTE who received HSA / WSA credits during the 2005-06 school year and who will be grandfathered for the duration of this collective agreement and continue to be eligible for HSA / WSA credits.*
- b) (ii) *For the 2007-08 school year, teachers with zero point two (0.2) FTE or greater but less than a zero point five (0.5) FTE (other than those teachers grandfathered under clause 7.3.1(b)(i) above) are eligible for HSA / WSA credits pro-rated according to their FTE. Such eligibility for the 2007-08 school year will apply to the subsequent school years in this collective agreement.*

7.3.2. *HSA / WSA shall be in the annual amount of \$744 credited at \$62 per month, for each eligible teacher.*

7.4. Other Group Benefits

7.4.1. Employment Insurance Premium Reduction

- 7.4.1.1. *Payments made toward benefit plans by the School Division shall permit the School Division to retain and not pass on to teachers any rebates of premiums otherwise required under Employment Insurance Commission regulations.*

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

8.1.1. *Effective until August 31, 2022*

- 8.1.1.1. *It is the School Division's intent to ensure that schools operate as closely as possible to the required hours of instruction mandated by Alberta Education (nine hundred and fifty [950] hours of instruction per year for elementary and junior high schools; one thousand [1000] hours per year for senior high schools.) The parties recognize that schools require flexibility to meet their unique organization and program needs.*
- 8.1.1.2. *Full-time elementary and junior high school teachers may be assigned up to ninety-five point five per cent (95.5%) of the total yearly instructional time of the school.*

- 8.1.1.3. *Full-time teachers in senior and combined junior-senior high schools may be assigned up to eighty-eight point five per cent (88.5%) of the total yearly instructional time of the school.*
- 8.1.1.4. *Assigned instructional time for part-time teachers will be prorated in accordance with their full-time equivalency.*
- 8.1.1.5. *It is acknowledged that schools may require some flexibility in deploying teaching staff to meet the educational needs of students. In the event that a school considers exceeding limits on assigned instructional time as specified in clauses 8.1.1, such changes shall be determined through a collaborative process as outlined in **Addendum A**.*

8.1 *Effective September 1, 2022, repeal Current Article 8.1.*

- 8.1.1. *Effective September 1, 2022, teacher instructional time will be capped at nine hundred and sixteen [916] hours per school year commencing the 2022-23 school year.*
- 8.1.2. *Teacher assignable time will be capped at twelve hundred [1200] hours per school year.*

8.2. Assignable Time Definition

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

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

8.2.2. *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching*

Quality Standard, which may extend beyond what is assigned by School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.

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

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

8.3. Duty Free Lunch

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

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

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

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

8.4. Other Conditions of Practice

8.4.1. *Teachers will not be required to render service in a school year for more than two hundred (200) teaching days as defined in Section 205 (1) of the Education Act commencing the opening day of school in each school year, exclusive of vacation periods, weekends, and holidays.*

8.5. School Calendar

8.5.1. *Notwithstanding clause 8.4.1, principals and assistant principals shall be responsible to organize their schools in order that the schools are ready for operation.*

- 8.5.2. The date upon which a teacher will be required to render the first day of service in any school year shall be announced by the School Division on or before the preceding May 31st.
- 8.5.3. The School Division shall set a fixed spring break after consultation with the ATA Parkland Teachers' Local No. 10 of the Association.
- 8.5.4. **Atypical School Calendar**
- 8.5.4.1. **Operating principle:** The parties agree that the foundation principle to these measures is that each teacher affected by the atypical school year calendar will provide the number of operational days of service stated in the School Division's regular school year calendar and the School Division will pay each teacher accordingly in keeping with the *Education Act* and the collective agreement.
- 8.5.4.2. A teacher holding a continuous teaching contract and providing service at commencement of the atypical calendar year will continue to receive an annual salary as per *clauses* 3.2.3 and 3.1.1.1 effective from September to August of each year of the pilot period.
- 8.5.4.3. A teacher holding a term contract, i.e., temporary, probationary, or interim contract, and providing service at the commencement of the atypical calendar year will receive an annual salary as per *clauses* 3.2.3 and 3.1.1.1 effective from September to August of each year of the pilot period unless the teacher elects to receive an advance payment equivalent to one-twelfth (1/12th) of the teacher's annual salary on August 26th of each year. Where the teacher elects to receive such advance payment, the teacher's final payment in June will reflect a deduction of this advance.
- 8.5.4.4. A teacher holding a term contract and providing service in August under the atypical calendar year will be eligible to receive benefit coverage and sick leave provisions in accordance with article 10 of the collective agreement.
- 8.5.4.5. Substitute teachers will be paid in accordance with the collective agreement rates in effect for the dates that service is provided.
- 8.5.4.6. In the event that a teacher is transferred to or from a school with an atypical school year calendar during the school year, the teacher will provide service for the number of operational days stated in the School Division's regular school year calendar. Should a teacher, as a result of transfer, be asked and agree to provide more than these specified days of service, the teacher shall be paid at a rate of one two-hundredth (1/200th) of the teacher's annual salary for each day worked.

8.6. DAMAGE TO PERSONAL PROPERTY

- 8.6.1. When, in maintaining order and discipline among students and having made reasonable efforts to protect their property, a teacher suffers damage or destruction to personal property required to perform said duties, the teacher shall be entitled to receive reasonable compensation for financial losses incurred up to a maximum of \$500.00 per teacher. The School Division shall determine the amount of compensation upon the submission of both proof of loss and an incident report.

9. PROFESSIONAL DEVELOPMENT

9.1. Teacher Professional Growth Plan

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

9.2. Professional Improvement Leave

- 9.2.1. *Professional improvement leave shall mean a leave of absence granted by the School Division in its discretion on application by a teacher for study or experience designed to improve the teacher's academic or professional education.*
- 9.2.2. *To be eligible for professional improvement leave under clause 9.2.1, the teacher shall have served the School Division for five (5) consecutive years, immediately prior to granting of such leave.*
- 9.2.3. *Professional improvement leave for a period of less than one (1) year may be granted by the School Division and remuneration shall be prorated to the amount of salary set forth in clause 9.2.8.*
- 9.2.4. *A teacher who is granted professional improvement leave shall give an undertaking in writing to return to the teacher's duties following expiration of the teacher's leave and shall not resign or retire from teaching service, other than by mutual agreement between the School Division and the teacher for a period of at least two (2) years after resuming the teacher's duties. If the teacher fails to complete the two (2) year return to work requirement, the teacher shall refund to the School Division an amount equal to the number of months remaining in the two (2) year commitment divided by twenty-four (24) times the amount of the allowance paid under clause 9.2.8.*
- 9.2.5. *All applications for professional improvement leave shall be submitted to the School Division by April 1st preceding the school year in which the professional improvement leave is to commence.*

- 9.2.5.1. *The School Division shall provide a list of all applicants for professional improvement leave to the president of ATA Parkland Teachers' Local No.10 by May 1st.*
- 9.2.6. *The School Division shall, after reviewing the applications for professional improvement leave, determine both the number and the persons to be granted professional improvement leave.*
- 9.2.7. *The School Division shall notify each applicant by May 1st as to whether or not professional improvement leave is granted.*
- 9.2.8. *A teacher who is granted professional improvement leave shall receive an annual salary in the amount of seventy-five per cent (75%) of the fourth (4th) year minimum grid position. During this period, the teacher shall be eligible to maintain benefit insurance coverage provided the teacher pays one hundred per cent (100%) of the cost of the premiums.*
- 9.2.9. *At the time professional improvement leave is granted, the School Division and the teacher shall agree in writing to the terms and conditions of resumption of duties on the part of the teacher.*

10. SICK LEAVE / MEDICAL CERTIFICATES AND REPORTING

- 10.1. *Sick leave shall be with salary and benefits and shall be for the purpose of the teacher obtaining medical or dental treatment or because of accident, disability, or sickness.*
 - 10.1.1. *All teachers under contract shall, in their first school year of employment, have available twenty (20) days of sick leave, prorated if the contract is for less than a full school year. Such leave shall be noncumulative.*
 - 10.1.2. *In the second successive and subsequent consecutive school years of employment, all teachers under contract shall have available ninety (90) calendar days of sick leave. Such leave shall be noncumulative.*
 - 10.1.3. *In the second successive and subsequent consecutive school years of employment, a teacher who is absent on sick leave shall, upon return to work, have the sick leave entitlement reinstated to ninety (90) calendar days. However, in instances where the teacher has been continuously absent for a period of thirty (30) or more calendar days, reinstatement of the sick leave entitlement may be made contingent upon the teacher providing a medical certificate signed by a physician, prior to the date of return, verifying that the teacher is medically fit to return to work. In addition, the ninety (90) calendar days shall not be reinstated until the teacher has been actively at work for ten (10) consecutive teaching days unless the absence is a result of a new medical condition supported by medical evidence.*
- 10.2. *A teacher who is absent from duty to obtain necessary medical or dental treatment, or because of accident, disability, or sickness for a period of more than three (3) consecutive days, shall be required to present a medical certificate to the superintendent or designate as follows:*

- 10.2.1. *Teachers in their first year of employment shall be required to present a medical certificate within fourteen (14) calendar days of the start of the absence.*
- 10.2.2. *Teachers in their second and subsequent consecutive years of employment shall be required to present a medical certificate within twenty (20) calendar days of the start of the absence.*
- 10.3. *A teacher who is absent shall be required to record, in the attendance management system, the reason for every absence upon submission of absence request.*
- 10.4. *The School Division shall be entitled to require a teacher to submit to a medical examination by a doctor named by it, at the School Division 's expense.*
- 10.5. *For teachers enrolled in ASEBP Plan D (EDB 1), after ninety (90) continuous calendar days of illness, sick leave benefits shall be suspended, and no further salary shall be paid.*
- 10.6. *In the event that,*
 - a) *a teacher has insufficient sick leave to provide full salary during the qualifying period for ASEBP extended disability benefits and*
 - b) *the teacher is accepted by the insurance carrier as an EDB claimant, the School Division shall pay the salary of the teacher for the period of insufficient sick leave to a maximum of ninety (90) calendar days once the teacher is accepted by the insurance carrier as an EDB claimant and the teacher receives the first EDB payment.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

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

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

11.2. Parental Leave

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

11.3. Salary Payment and Benefit Premium

- 11.3.1. *At the commencement of maternity leave, the teacher shall be eligible for one (1) of the following options:*
- 11.3.2. *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3. *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*

- a) *The teacher may access sick leave entitlement with pay as specified in article 10 for the period of illness or disability.*
 - b) *The School Division shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with one hundred per cent (100%) of their salary during eighteen (18) weeks of leave.*
- 11.3.4. *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA/WSA amounts specified in article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The School Division shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The HSA/WSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA/WSA during this time.*

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

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

12. PRIVATE BUSINESS / GENERAL / PERSONAL LEAVES OF ABSENCE

- 12.1. *Two (2) days leave of absence without loss of salary shall be granted to a teacher.*
- 12.2. *A further leave of absence of not more than three (3) days in total in any school year shall be granted with pay provided that an amount equivalent to the salary of a substitute, whether or not a substitute is required, is forthcoming to the School Division through payroll deductions or payment from other sources.*
- 12.3. *No more than two (2) of the days in clauses 12.1 and 12.2 can be attached to a break of more than four (4) days without permission of the superintendent or designate.*

13. ASSOCIATION LEAVE AND SECONDMENT

Effective until August 31, 2022

- 13.1. *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*
- 13.2. *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3. *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.*
 - 13.3.1. *Upon written request made in a timely manner by ATA Parkland Teachers' Local No. 10, a teacher who is elected to the office of President of ATA Parkland Teachers' Local No. 10 shall be granted release time on a mutually agreed scheduled basis, up to a maximum of half-time, for the school year(s) during which the office is held. During such scheduled leave of absence, ATA Parkland Teachers' Local No. 10 shall pay a prorated portion of School Division cost which reflects the amount of release time provided.*
- 13.4. *During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on their behalf while on secondment under this article.*

Effective September 1, 2022

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

14. OTHER LEAVES

For the purposes of this article, immediate family shall mean spouse, son, daughter, parent, brother, sister, grandparent, and grandchild. The term step and in-law shall apply to all of the above.

14.1. Bereavement / Critical Illness Leave

Temporary leave of absence shall be granted by the School Division, with pay, according to the following schedule:

- 14.1.1. *In the event of death of a teacher's immediate family member, time up to and including five (5) days.*
- 14.1.2. *In the event of critical illness on the part of the teacher's immediate family member, time up to and including four (4) days.*

14.1.3. *In the event of the death of someone close to the teacher or for the purpose of acting in any official capacity at a funeral, a time up to one (1) day in any school year.*

14.1.4. *For purposes of clause 14.1.2, critical illness shall be determined by a certificate from a physician.*

14.1.4.1. *Before payment is made for leave under clauses 14.1.1, 14.1.2 and 14.1.3, an official medical or funeral certificate of death or funeral may be required.*

14.1.4.2. *Leaves referred to under clause 14.1 shall commence within thirty (30) days of actual occurrence of critical illness or death.*

14.2. Family Medical / Serious Illness

14.2.1. *Temporary leave of absence shall be granted by the School Division, with pay, for medical appointments for members of the immediate family or in the event of serious family illness, a time up to two (2) days in any school year.*

14.3. Wedding / Convocation

14.3.1. *Wedding / Convocation—Temporary leave of absence shall be granted by the School Division, with pay, in the event a teacher wishes to attend the teacher's own wedding, convocation or graduation from a post-secondary institution time up to one (1) day. Provided this event occurs on a working day.*

14.4. Road Condition Delay

14.4.1. *Temporary leave of absence shall be granted by the School Division, with pay, to a teacher who, upon making a reasonable effort to reach the teacher's place of employment from the teacher's normal place of residence, encounters a delay in reaching work due to road or public highway conditions. The teacher will be entitled to salary subject to a recommendation from the principal and approval from the superintendent of schools. If the principal or superintendent of schools rejects the teacher's request for salary payment, the superintendent of schools shall communicate with the teacher indicating in writing their reasons for the rejection. The superintendent of schools shall consult with the teacher and principal before any final decision is made and that decision will be based on each individual case.*

14.5. Jury Duty

14.5.1. *Temporary leave of absence shall be granted by the School Division, with pay, for jury duty or any summons related thereto or to answer a subpoena or summons to attend as a witness in any proceeding before a body authorized by law to compel the attendance of a witness provided that the teacher remits to the School Division any jury stipend (excluding allowances and / or expenses) set by the court or other body.*

14.6. Leave for Child's Arrival Leave

- 14.6.1. An employee who does not give birth to the employee's child shall be granted three (3) days parental leave with pay at the time of birth of each of the Employee's children. The rate and duration of such parental leave benefits does not change in the event of a multiple birth. This leave shall be granted to an Employee in the case of adoption, at the time of the child's placement with the adoptive parents.
- 14.6.2. An Employee who is in the process of adopting a child may access up to two (2) days leave with pay to prepare for the child's arrival by attending legal or government department required meetings. Documentation of meeting may be required.

14.7. Discretionary Leave

- 14.7.1. Additional leaves of absence may be granted by the School Division without pay and without benefits, without pay and with benefits, with pay and without benefits or with pay and with benefits, at the discretion of the School Division.

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

- 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second (2nd) representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The arbitrator / arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator / arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator / arbitration board is final and binding on:*
- 15.15.1. *the School Division and the Association; and,*
- 15.15.2. *Teachers covered by the collective agreement who are affected by the award.*

15.16. TEBA Involvement in Grievance Proceedings

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

- 16.1. Any difference between an employee covered by this agreement and the School Division, or, in a proper case between the Alberta Teachers' Association and the School

Division concerning the interpretation, application, operation or alleged violation of this agreement and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.

- 16.2 Step A—Such difference (hereinafter called a "grievance") shall first be submitted in writing to the superintendent of the *School Division* and to the president of ATA Parkland Teachers' Local No. 10. Such written submission shall be made within thirty (30) school days after the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the articles of this agreement which it is alleged to have been violated and the remedy sought.
- 16.3 Step B—If the grievor is not satisfied with the disposition of the grievance or if no decision is rendered within fifteen (15) school days after submitting the grievance to the superintendent, the grievor or the president of the ATA Parkland Teachers' Local No. 10, as the case may be, shall submit the grievance to a grievance committee as hereinafter provided but in any case within fifteen (15) school days of the superintendent's decision being communicated to the grievor. Such grievance committee shall be composed of two (2) representatives of the *School Division* and two (2) representatives of the Alberta Teachers' Association. A quorum of this committee shall consist of all representatives. The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect to the grievance within fifteen (15) school days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where, by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.
- 16.4 Step C—If the grievance committee does not meet or reach a unanimous decision within the said time, then either party may, by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided. Such notice must be given within ten (10) school days after the date the aforesaid fifteen (15) school day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.
 - 16.4.1 Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) school days of such notice and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint, any party may request the Director of Mediation Services to make the necessary appointment.
 - 16.4.2 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
 - 16.4.3 The arbitration board shall not change, amend or alter any of the terms of this agreement. All grievances or differences submitted under this agreement shall not depend on or involve an issue or contention by either party that is contrary to any provision of this agreement or that involves the determination of a subject matter not covered by, or arising during the term of this agreement.

- 16.4.4 The findings and decision of a majority of the arbitration board is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairman governs and it shall be deemed to be the award of the board.
- 16.4.5 The arbitration board shall give its decision in writing no later than fourteen (14) days after the appointment of the chairman, provided however, that this time period may be extended by written consent of the parties.
- 16.4.6 All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.
- 16.5 The purpose of the grievance procedure provisions is to ensure that any grievance is processed in an expeditious manner. Therefore, compliance with the provisions is mandatory. If the respondent fails to comply with the provisions of this procedure, the grievance is processed to the next step. If the grievor fails to comply with all provisions of this procedure, the respondent shall inform the grievor of the omission by registered letter sent to the grievor's last known address. If the grievor fails to comply with all provisions within five (5) school days of the aforesaid notification, the grievance is at an end.
 - 16.5.1 If the grievor fails to receive the letter described in clause 16.5, the grievance is at an end.
- 16.6 Any of the aforesaid time limits may be extended at any stage upon the written consent of both parties.
- 16.7 Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear the expense of the chairman equally.

17. EMPLOYMENT

17.1. Transfers

- 17.1.1. Notwithstanding Section 212 of the *Education Act*, no teacher who has been designated as a principal or assistant principal shall be unilaterally transferred by the Division to another school without the Superintendent engaging with the principal or assistant principal prior to a decision being communicated. Where such a transfer is done, the principal or assistant principal will be paid the greater of the previous allowance or new allowance whichever is greater for three (3) years.
- 17.1.2. If the *School Division* requests a teacher to transfer to another school, it shall pay the reasonable moving expenses necessarily incurred by the teacher and the teacher's family as a result of such transfer, providing such transfer requires a change of residence.

17.2. Information and Files

- 17.2.1. The parties further agree that effective dates of this collective agreement will appear at the bottom of each page and that a true copy of the collective

agreement should be made available to each teacher. Both parties agree to have the spokesperson from each party's negotiating team be responsible for preparation and distribution of the signed collective agreement.

17.3. Teacher Board Advisory Committee

- 17.3.1. Teacher Board Advisory Committee made up of five (5) representatives from Parkland Local teachers and up to five (5) representatives of the School Division. The School Division shall provide a recording secretary, who shall not be considered one of the representatives. 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. The committee shall not address matters that are appropriately addressed through collective bargaining. The committee will meet at least two times every school year.

SIGNATURE PAGE

THIS COLLECTIVE AGREEMENT SHALL ENURE TO THE BENEFIT OF AND BE BINDING UPON THE PARTIES AND THEIR SUCCESSORS.

IN WITNESS WHEREOF the parties have executed this collective agreement on the date first
aforewritten.

**ON THE BEHALF OF THE PARKLAND
SCHOOL DIVISION**

**ON THE BEHALF OF THE ALBERTA
TEACHERS' ASSOCIATION**

Name
Title

Name
Title

Name
Title

Name
Title

Name
Title

Name
Title

Name
Title

Sean D Brown
Coordinator, Collective Bargaining

LETTER OF UNDERSTANDING CENTRAL

LETTER OF UNDERSTANDING #1

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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

Signed by the parties on October 11, 2018.

LETTER OF UNDERSTANDING #2
RE: INTERIM GRIEVANCE PROCEDURE

WHEREAS at the time of signing this Letter of Understanding, the Association and the 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 collective agreement that are alleged to have been violated; and,*
 - 15.4.4. *the remedy or correction being sought.*

- 15.5. *A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.*
 - 15.5.1. *When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. *Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.*
 - 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the School Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the School Division and / or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three (3) member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three (3) member arbitration board, and the nominees shall endeavour to select an independent Chair.*
 - 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*

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

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

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

15.15.2. *Teachers covered by the collective agreement who are affected by the award.*

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

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

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

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

15.17. Optional Mediation Process

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

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

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

15.18. Administration

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

LETTER OF UNDERSTANDING #3

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

LETTER OF UNDERSTANDING # 4

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

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

LETTER OF UNDERSTANDING #5

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

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

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

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

*During the term of this collective 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 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 collective 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 collective 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 collective 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 of this Letter of Understanding); 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 1st and February 1st.*

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 article shall be applicable only to teachers whose date of hire is on or after the effective date of this collective agreement.*

LETTERS OF UNDERSTANDING LOCAL

LETTER OF UNDERSTANDING #10

ADMIN CONDITION OF PRACTICE COMMITTEE

A joint committee of three representatives selected by and from Parkland Local 10 and three (3) members selected by the School Division. The intent of the committee is to explore the conditions of practice of administrators, including but not limited to:

- Specific duties during non-operational periods;
- Usage versus payout of Administrator Lieu Days;
- Administrator time allotments/thresholds.

The committee will conclude with a report to Parkland Teacher's Local No 10 and The Parkland School Division by August 31, 2026.

LETTER OF UNDERSTANDING #11

PILOT PROJECT RE: DISTRIBUTED LEARNING

Create a joint committee to report and study the changing conditions with distributed learning with the intent to create a policy to establish reasonable working conditions.

The Division and the Association will establish a pilot project for distributed education conditions of practice during the term of the 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 resource 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 #12
INDIVIDUAL TEACHER DIRECTED PD FUNDS

The parties agree to create a committee to study Professional Development (PD) funding. The committee will conclude with a report to Parkland Teacher's Local No 10 and The Parkland School Division by August 31, 2026.

LETTER OF UNDERSTANDING #13

**CONVENTION EXPENSES AND ALLOWANCES-ATHABASCA DELTA COMMUNITY SCHOOL
(ADCS)**

Parkland School Division will continue its current practice to provide support for attendance to the North Central Teachers Convention. The support will include ADCS teachers under contract, who are actively teaching and attend Teachers' Convention. Parkland School Division will continue to provide financial support in the following areas:

- Travel \$500.00
- Subsistence \$300.00

The Division will provide one (1) day of travel for Teachers' Convention.

LETTER OF UNDERSTANDING #14

INCLEMENT WEATHER—ATHABASCA DELTA COMMUNITY SCHOOL (ADCS)

In the event of flight delays or cancellations while travelling to Fort Chipewyan, ADCS teachers shall be entitled to paid leave where the delay prevents the teacher from attending work.

LETTER OF UNDERSTANDING #15

**PROFESSIONAL DEVELOPMENT (PD) COMMITTEE—ATHABASCA DELTA COMMUNITY
SCHOOL (ADCS)**

A joint Professional Development Committee shall be established that contains two (2) ADCS teachers and one (1) ADCS teacher administrator and Division representatives to allow for input from teachers to address PD for ADCS. The committee will meet as required.

LETTER OF UNDERSTANDING #16

TRANSFERS—ATHABASCA DELTA COMMUNITY SCHOOL (ADCS)

Division-initiated transfers between Parkland South and Athabasca Delta Community School will not be initiated without mutual consent.

**LETTER OF UNDERSTANDING #17
BETWEEN
THE BOARD OF TRUSTEES OF THE PARKLAND SCHOOL DIVISION ("Parkland")
AND
THE ALBERTA TEACHERS ASSOCIATION (the "Association")
(Collectively, the "Parties")**

WHEREAS the communities of Mikisew Cree First Nation, Athabasca Chipewyan First Nation and the Fort Chipewyan Metis Association are currently developing a community-based education authority in the Fort Chipewyan area;

WHEREAS the Northland School Division ("Northland") provided educational services and programming to the students living within the Fort Chipewyan area ("Students") at the Athabasca Delta Community School ("School");

WHEREAS effective the start of the 2022-2023 school year, and more specifically the first (1st) day of September 2022 ("Start Date"), for a five-year period up to and including the 2026- 2027 school year, Parkland will serve as the interim school authority and the resident school board for the Students within the Fort Chipewyan area;

WHEREAS the provision of educational services and programs to the Students by Parkland at the School, in its role as resident board for the Students, constitutes a temporary arrangement ("Temporary Arrangement");

WHEREAS effective the Start Date, Parkland shall employ those teachers previously employed by Northland who taught at the School in the 2021-2022 school year and wish to continue teaching at the School (effective the Start Date) as employees of Parkland (collectively, the "Existing Teachers");

WHEREAS effective the Start Date, Parkland shall employ other persons who require a teaching certificate as a condition of employment in order to staff the School (the "New Teachers");

WHEREAS, subject to the terms set out in this Letter of Understanding and the applicable provisions of the 2018-2020 collective agreement between Northland and the Association, subject to the amendments made by the September 1, 2020, to August 31, 2024, Central Table Memorandum of Agreement ("Northland Collective Agreement"), Parkland shall continue to administer, interpret and apply its policies and procedures in relation to the Existing Teachers and the New Teachers (collectively, the "Athabasca Teachers") in accordance with its standard policies and procedures, as amended from time to time;

WHEREAS Parkland and the Association wish to set out their mutual understanding of the employment arrangement for the Athabasca Teachers who shall be employed by the Parkland effective the Start Date;

The Parties agree to the following, which reflects their mutual understanding:

1. Subject to any agreed upon exceptions, effective the Start Date,
 - a) Parkland shall be the employer of the Athabasca Teachers, and the Athabasca Teachers shall be employed by Parkland; and
 - b) the Athabasca Teachers shall be subject to the Northland Collective Agreement in the form that is attached as Appendix "A" to this Letter of Understanding; and
 - c) to ensure clarity, the collective agreement between Parkland and the Association shall not apply to the Athabasca Teachers, except as specified in this Letter of Understanding.
2. The Athabasca Teachers shall be subject to an employment contract with Parkland effective the Start Date. It is the intent of the Parties that all and any rights under the current employment contract between the Existing Teachers and Northland shall be continued under the employment contract between the Athabasca Teachers and Parkland.
3. The policies and procedures of Parkland apply to the Athabasca Teachers. However, to the extent any Northland policy or procedure, that existed on/at the Start Date, is more beneficial than a similar policy or procedure provided for teachers at Parkland, the Northland policy or procedure shall apply where possible and reasonably practicable and to the extent of the more beneficial aspect/component.
4. Parkland shall hire, on the basis of a continuing contract of employment, two Existing Teachers who worked for Northland, as agreed with the Association.

The New Teachers (at or around eleven teachers) shall be hired by Parkland to work at the School pursuant to a contract of employment that is in accordance with the *Education Act*. To ensure clarity, the New Teachers are covered by this Letter of Understanding.

5. To ensure consistency in its policies and procedures with its teachers throughout the school division, Parkland will implement the following changes (notwithstanding that said changes may constitute a change to a current Northland procedure or the Northland Collective Agreement):
 - a) Parkland will use one consistent pay date for all teachers within the school division, including in relation to the Athabasca Teachers, that is in accordance with the collective agreement between Parkland and the Association, as amended by the September 1, 2020 to August 31, 2024 Central Table Memorandum of Agreement; and
 - b) Parkland will use one consistent electronic direct bank deposit system for all teachers within the school division, including in relation to the Athabasca Teachers.

Parkland will consult with the Association, or the Association will consult with Parkland, about any additional changes that may need to be made for consistency purposes and any such changes shall only apply to the Athabasca Teachers if agreed to by both parties.

6. This Letter of Understanding is effective the 1st day of September 2022.

7. The Parties agree that this Letter of Understanding shall remain in effect for the duration of the 2018-2020 collective agreement between Parkland and the Association, as amended by the September 1, 2020, to August 31, 2024 Central Table Memorandum of Agreement, unless otherwise agreed to in writing by the parties subject to any amendments to this LOU as collectively bargained and agreed to by the Parties during local bargaining.

LETTER OF INTENT

BETWEEN

PARKLAND SCHOOL DIVISION NO. 70.

and

ALBERTA TEACHERS' ASSOCIATION

The parties agree that any substantive change to Administrative Procedure 262 (Extra-curricular and Co-curricular Activities – effective date of April 17, 2017) will be made after the Superintendent of Schools' consultation with the ATA Local.

Dated this 11 day of December 2017

ADDENDUM A

Process for Determining Changes to Assigned Instructional Time in Accordance with Clause 8.1.1 (Effective until August 31, 2022)

When consideration is being given to exceeding limits on assigned instructional time, it is expected that a school's administration and teaching staff would adopt the following guidelines:

Collaboration / Consensus

- *School administrators will provide the opportunity for professional staff to participate in discussions relative to the organizational and staffing needs of the school for the subsequent school year.*
- *Professional staff will be provided with all relevant information as it relates to assigned instructional time.*
- *Professional staff will be encouraged to participate in discussing, exploring, and deciding on whether to exceed the limits on assigned instructional time.*
- *Where consensus is not reached, the school administration and professional staff of a school will vote by secret ballot, to be conducted by the school administration and the ATA Parkland Teachers' Local No. 10 representative. A bare majority will be required for a school to exceed the stated limits on assigned instructional time.*