

IN THE MATTER OF A MEDIATION OF THE COLLECTIVE AGREEMENT

BETWEEN:

**ALBERTA TEACHERS' ASSOCIATION
(the "ATA")**

AND

**TEACHERS' EMPLOYER BARGAINING ASSOCIATION
(the "TEBA")**

MEDIATOR'S REPORT OF LYLE KANEE, Q.C.

May 3, 2022

MEDIATOR'S REPORT OF LYLE KANEE, Q.C.

INTRODUCTION

[1] The Collective Agreement governing these parties expired on August 31, 2020. The parties began central matters negotiations for a renewal collective agreement in September, 2021. They met on at least twelve occasions between September 29, 2021 and March 9, 2022. On March 16, 2022, the parties applied under Section 64 of the Alberta Labour Relations Code for informal mediation and I was appointed mediator on March 23, 2022.

[2] Throughout the negotiation and mediation process, the parties worked cooperatively to explore their interests on all outstanding issues. To the credit of both negotiation teams and their spokespersons, significant progress was made in their direct bargaining and during our discussions. They have resolved the vast majority of those issues. Their Agreed to Items are attached as **Appendix A** to this report.

[3] Despite the parties' best efforts, a number of issues remain outstanding. At the request of the parties, I have prepared my own recommendations for resolution of the remaining outstanding issues for consideration by the parties

[4] My recommendations are not an evaluation of the parties' positions. I am not appointed as an interest arbitrator who assesses the parties' positions against various legislated factors and issues a decision. My task is to listen carefully to the interests of the parties as articulated in their discussions and the positions they have tabled and to offer recommendations that reflect a compromise that has a reasonable chance of acceptance by both sides. I ask only that the parties give these recommendations the same thoughtful reflection they have given issues throughout the mediation process.

RECOMMENDATIONS

A. Term

[5] The ATA proposed a three-year term. The TEBA proposed a four-year term.

I recommend a term of ***four years commencing September 1, 2020 and ending August 31, 2024.***

B. Salary Adjustments, Instruction Time and Assignable Time

[6] Much of our time in mediation was spent discussing the issues of adjustments in salary, Instruction Time and Assignable Time. The ATA stressed the history of zero salary adjustments teachers have experienced and the increased pressures on teachers due to changes in the complexity and size of classes. The TEBA stressed budgetary limitations and their desire to maximize time during which teachers are directly instructing students.

[7] I recommend the following changes to Instruction Time:

Repeal Letter of Intent #1 School Year in the Grande Prairie Public Collective Agreement

Repeal Article 8.1 for the following school divisions:

The Calgary School Division

The Calgary Catholic Roman Catholic Separate School Division

The Edmonton School Division

The Edmonton Catholic School Division

The Elk Island Catholic School Division

The Greater North Central Francophone School Division

The Greater St. Albert Catholic School Division

The Northland School Division

The Parkland School Division

The Southern Francophone Education Region

The St. Albert School Division

In all collective agreements, make the following amendment:

8.1 Teacher Instructional and Assignable Time

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

8.1.2 Teacher assignable time is capped at 1200 hours per school year.

[8] I recommend the following salary adjustments:

Salary Adjustments:	September 1, 2020	0%
	Effective Date of Ratification	.5%
	September 1, 2022	1.25%
	September 1, 2023	2.00%

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

C. Leaves (Article 12) (Edmonton Public)

[9] I recommend the following change to Article 12 for Edmonton Public:

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE Effective September 1, 2023

12.1 Leaves of absence for private business may be granted by the Superintendent of Schools, having due regard to all the circumstances and the interests of a school and/or the school system, for up to two days per school year.

12.2 The Division will provide the substitute up to one day at no cost to the teacher per school year. Unused days in this clause are not subject to 12.4 and do not carryover between school years.

12.3 The remaining leave granted shall be with salary and benefits less the rate of pay of a substitute teacher as provided for in clause 5.1.

12.3 Subject to operational requirements, requests for leave which would extend the Christmas, spring recess, summer vacation period and other breaks of four (4) or more week days may be granted under this clause. Requests made under this clause shall not be unreasonably denied.

12.4 A teacher shall be permitted to accumulate and use any unused days up to a maximum of three (3) days.

D. Group Health Benefits (Article 7)

[10] The ATA proposed increases to Health/Wellness Spending Accounts (“HWSAs”). The TEBA proposed harmonizing of HWSAs which would result in reductions to certain HWSAs.

I recommend the following changes to HWSAs:

7.3.4 Effective 2022 09 01, notwithstanding the amount of the Health Spending Account as listed in collective agreements, the maximum allowed Health

Spending Account credit contributions per school year shall be \$900. Teachers with Health Spending Account balances greater than \$900 shall be allowed to be carry forward any current unused balance to the extent permitted by the CRA.

For Medicine Hat Public

7.2.1 Effective September 1, 2022, the Employer shall replace the Health Spending Account with a Health Spending Account/Wellness Spending Account for all eligible teachers. All other effective provisions in clause 7.2 continue to apply. Each eligible teacher may allocate Health Spending Account credits to a Wellness Spending Account.

[11] I also recommend that all references to “Alberta Health Care Premiums” in the **Collective Agreement be removed.**

[12] The ATA also proposed harmonization of Group Health Benefits at or better than ASEBP benefit levels. The TEBA proposed freezing Employer contributions to Group Health Benefit premiums at 2022/23 levels.

[13] I recommend no additional changes to Group Health Benefits.

E. Substitute Teachers (Article 5)

[14] The ATA proposed to increase the daily rate payable to substitute teachers and to provide them with Group Benefit coverage or pay in lieu. The TEBA proposed to harmonize pay to substitute teachers for partial days of work and to remove the requirement to pay vacation and general holiday pay as per legislation. I recommend substitute teachers receive **an additional 2% of salary in lieu of benefits and the removal of the requirement to pay vacation and general holiday pay.**

5.1.6 Effective 2022 09 01, substitute teachers shall be paid an additional compensation of 2% of the their daily rate over daily rate set out in clause 5.1 in lieu of benefits.

F. Housing

[15] In response to concerns raised by the ATA about housing, I recommend the following Letter of Understanding:

Letter of Understanding X: Northland School Division Housing

Where there is a disagreement or dispute, regarding housing provided by the Division, between the Northland School Division and a teacher in their employ and the parties are not able to resolve the matter on their own, the following mediation process may be used to resolve the dispute.

Mediation Process - Housing

- 1. The teacher, with support from the Association at the teacher's discretion, and the School Division may mutually agree to engage in a non-binding mediation process to attempt to resolve a dispute around Housing.**
- 2. The parties agree to initially meet within a period of ten (10) operational days from the concerned being formally provided by the teacher.**
- 3. 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.**
- 4. 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.**
- 5. The Mediator may issue a report including a non-binding recommendation for settlement.**

G. Bill 85

[16] I recommend the following Letter of Understanding:

Letter of Understanding on 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.

H. Bill 15

[17] I recommend the following Letter of Understanding:

Letter of Understanding on Bill 15 (Education (Reforming Teacher Profession Discipline) Amendment Act, 2022)

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

WHEREAS school divisions and teachers may be subject to new obligations if and when the Act is fully proclaimed and associated Regulations are implemented; NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

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

I. Implementation Dates

[18] I recommend the implementation dates set out in the schedule below:

Term	Implementation
1.0 - 'Harmonious Relations'	Central Ratification
2.8 - Provision of Info	Central Ratification
3.4 - Teacher Experience Dispute Resolution	Central Ratification
LOU Bill 32 (Declaration)	Central Ratification
LOU Expedited	Central Ratification
LOU Duty to accommodate	Central Ratification
AHC Premiums	Central Ratification
15/16 - Grievance Procedure	Local Ratification - LOU Bridges
LOU Housing Northlands	Local, Northland ratification
3.5 - Consideration for Other Experience	September 1, 2022
13. Association Leave	September 1, 2022
LOU Distributed Ed	September 1, 2022
LOU Experience Form	September 1, 2022
Vacation/General Holiday	September 1, 2022
LOU Bill 85 - CRC	September 1, 2022
5.0 - Subs 2% in lieu of Benefits	September 1, 2022
7.0 HSA Cap \$900	September 1, 2022
4.5 AP/VP Perm Designation	September 1, 2023

J. Current Agreement

[19] Except as set out above and as otherwise agreed to by the parties, I recommend “current agreement”.

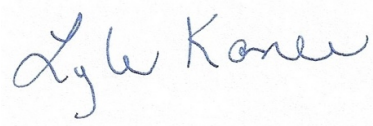
CONCLUSION

[20] I encourage the parties to consider these recommendations in the context of the entire tentative agreement they have reached.

[21] I thank both committees for their cooperation throughout and the professional manner in which this mediation was conducted.

Dated May 3, 2022.

Respectfully submitted,

A handwritten signature in blue ink that reads "Lyle Kanee". The signature is written in a cursive style with a large initial "L".

Lyle S. R. Kanee, Q.C

APPENDIX "A" TO MEDIATOR'S REPORT OF LYLE KANEE, Q.C.

1. APPLICATION/SCOPE ADD

This collective agreement is made this ___ of _____ 20___ between SCHOOL JURISDICTION NAME 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 School 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.

Whereas the Teachers' Employer Bargaining Association (TEBA) and the Alberta Teachers' Association (Association) recognize the value of harmonious and mutually beneficial relationships in the conduct of teacher collective bargaining.

2.8 Provision of Information - Repeal and Replace

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 31 and ~~March~~ **May 31, a common report, in a format established by TEBA, with a list of School Division employees who are members of the Association and include the following items for each teacher:**

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

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

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

- ~~2.8.2.1 Teacher distribution by salary grid category and step as of September 30;~~
- 2.8.2.1 HSA/WSA/RRSP utilization rates;
- 2.8.2.2 Most recent School Division financial statement;
- 2.8.2.3 Total benefit premium cost;

- 2.8.2.4 Total substitute teacher cost; and,
- 2.8.2.5 **Total principal/vice-principal/assistant principal allowance cost;**
- 2.8.2.6 Total **other** allowance cost; and,
- 2.8.2.7 **Notwithstanding the timeline set out in 2.8.2, the full-time assignable hours for a typical full time teacher for each school shall be provided no later than October 31st.**

3.4 Teaching Experience Repeal

Clause 3.4.9 - No change to current language

Repeal 3.4.10 in all collective agreements

3.5 Special Considerations for Other Education and Experience – Amend in all collective agreements that received the section in the 2018-20 settlement

3.5 ~~Effective September 1, 2019 add to all collective agreements which do not contain CTS trade and other education and experience clauses.~~

3.5.1 In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the School Jurisdiction shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the School Jurisdiction.

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

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

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

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

4.5 Teachers with Principal and Assistant / Vice Principal Designations (New Title)

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

4.5.4 **Any current assistant or vice principal who has had a term contract(s) for a term(s) of a total of less than five years on**

September 1, 2023 may continue under the term contract until the total number of years designated as an assistant or vice principal is five years.

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

13. Association Leave and Secondment – Amend

- 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.
- 13.23 Upon written request to the superintendent or designate, the Employer/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 Employer/School Division. The Association will reimburse the Employer/School Division as per Clause 13.1. Such leaves will not be unreasonably denied.
- 13.34 Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Employer/School Division, the teacher, and the Association and is at no cost to the Employer/School Division.

13.45 During such secondment, the Employer/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 Employer/School Division for all payments made by the Employer/School Division to the teacher or on his/her behalf while on secondment under this clause.

15. Central Grievance Procedure – Repeal and Replace with New Article 15
Subject to Letter of Understanding on Interim Grievance Procedure, current article 15 and 16 apply until date of ratification of local agreements.

16. Local Grievance Procedure – Repeal and Replace with New Article 15
Subject to Letter of Understanding on Interim Grievance Procedure, current article 15 and 16 apply until date of ratification of local agreements.

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

15.1. This procedure applies to differences:

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

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

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

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

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

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

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

- 15.4.3. the article(s) of the agreement that are alleged to have been violated; and,**
- 15.4.4. the remedy or correction being sought.**
- 15.5. A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the school division, the Chair of the Board of Directors of TEBA or designate, and the Associate Coordinator-Collective Bargaining, within fifteen (15) operational days.**
- 15.5.1. When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.**
- 15.6. Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.**
- 15.6.1. The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.**
- 15.7. The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.**
- 15.8. The party receiving the grievance has fifteen (15) operational days following the grievance meeting in 15.6 to formally respond to the grievance.**
- 15.9. If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.**
- 15.10. Only the School Division and/or the Association may convey a grievance to arbitration.**

- 15.11. **The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.**
- 15.12. **By mutual consent, the parties may agree to convene a three member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three member arbitration board, and the nominees shall endeavour to select an independent Chair.**
- 15.12.1. **If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.**
- 15.13. **Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.**
- 15.14. **The arbitrator/arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator/arbitration board shall make any order they consider appropriate.**
- 15.15. **The findings, decision, and award of the arbitrator/arbitration board is final and binding on:**
- 15.15.1. **the School Division and the Association; and,**
- 15.15.2. **Teachers covered by the Collective Agreement who are affected by the award.**
- 15.16. **TEBA Involvement in Grievance Proceedings**
- 15.16.1. **At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.**
- 15.16.2. **At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the School Division.**

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

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

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

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

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

15.17. Optional Mediation Process

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

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

15.17.3. The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and/or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in

dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an Arbitration Board for resolution.

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

15.18. **Administration**

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

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

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

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

Letter of Understanding X: Bill 32 (*Restoring Balance in Alberta’s Workplaces Act*)

Add to all collective agreements:

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 X: Expedited Arbitration (12 month-pilot)

Add to all collective agreements:

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

parties to the grievance and no further action may be taken on that grievance by any means.

- Ideally, the designated arbitrator will issue an award for each Expedited Arbitration within four weeks of the hearing. The designated arbitrator remains seized to each Expedited Arbitration in order to determine any issues left pending by the award. The award will contain the following paragraph:

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

- 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 X: Duty to Accommodate

Add to all collective agreements:

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

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

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

Letter of Understanding X: Distributed Education Conditions of Practice

Add to all collective agreements:

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

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

Letter of Understanding X: Experience Form

Add to all collective agreements:

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

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

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number: _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A – Teaching Experience Provisions

3.4 Experience (Effective September 1, 2019)

Teachers shall:

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

- 3.4.1. *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the Employer/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 Employer/School Division.*
- 3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

Prior Experience

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the Employer/School Division in accordance with this article.*
 - a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer/School Division shall be deemed to have zero years of experience on the salary grid.*
 - b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
 - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The Employer/School Division shall recognize prior teaching experience as if it was earned by employment with the Employer/School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the Employer/School Division recognize experience earned with a previous Employer/School Division shall provide to the Employer/School Division written confirmation from the previous Employer/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 Employer/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 Employers/School Divisions covered by PECBA. At the time of movement from another Employer/School Division, the receiving Employer/School Division shall assume the recognition of **experience** provided by the previous Employer/School Division.*

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.*

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

Signed May X, 2022

For TEBA

For ATA

