

COLLECTIVE AGREEMENT

[Incorporating language established in the *Back to School Act*]

BETWEEN

THE CANADIAN ROCKIES SCHOOL DIVISION

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2024 to AUGUST 31, 2028

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PREAMBLE

This Collective Agreement is made this 28th day of October 2025, between The Canadian Rockies School Division ("Employer") 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.*

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

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

WHEREAS the parties desire that these matters be set forth in an agreement concerning terms of employment of the said teachers;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual and other covenants herein contained, 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 Employer, including teachers with principal designations, and excepting positions agreed to be excluded in local bargaining between the Employer and the Association. These employees shall herein be collectively called teachers or, where the context requires, teacher.*
- 1.2. Excluded Positions
 - 1.2.1. Superintendent of Schools
 - 1.2.2. Deputy Superintendent
 - 1.2.3. Assistant Superintendent(s)
 - 1.2.4. Associate Superintendent(s)
 - 1.2.5. Director(s)
- 1.3. *All teachers shall pay monthly to the Association monies equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer 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 Employer 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 Employer on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5. **Role of TEBA**
 - 1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the Employers and to bind the Employers 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, an Employer has, with respect to local bargaining, exclusive authority to bind the Employer in any agreement with respect to local terms.*
- 1.6. *The Employer 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.*
- 1.11. **Structural Provisions**
 - 1.11.1. Teacher Employer Advisory Committee (TBAC)
 - 1.11.1.1. The Employer and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between Canadian Rockies Public Schools representatives – Trustees, teachers and administrators.
 - 1.11.1.2. The parties hereby agree that there shall be constituted a TBAC in the Employer's jurisdiction for the purpose of considering matters of concern related to school affairs including proposed educational

policy changes, administrative procedures, changes in the conditions of professional service and communicating the views of the respective parties. This committee may also consider matters designed to improve the conditions for teaching and learning or other matters of interest or concern.

- 1.11.1.3. The Employer agrees that it will not normally make changes in present working conditions or administrative procedures which are not covered in this Collective Agreement without first having the matter considered by the committee.
- 1.11.1.4. Consistent with clause 1.11.1.1, the TBAC shall consist of up to three (3) authorized representatives of the Association and up to three (3) authorized representatives of the Employer, provided at least one (1) of the Employer representatives is a Trustee.
- 1.11.1.5. This committee shall meet within thirty (30) calendar days of a written request by either party. The parties may mutually agree to extend this timeline.
- 1.11.1.6. Notwithstanding the matters which may be brought before this committee, the parties intend to ensure teachers have an opportunity to provide input prior to the Employer establishing a school calendar. This committee will be consulted prior to the establishment of a school calendar to allow for teacher input. Though the parties intend that future calendars will maintain equivalent time, where circumstances result in the Employer contemplating variances to the school calendar, such variances will be discussed in advance.

1.12. Association and TEBA Labour Relations Committee

1.12.1. Scope

TEBA and the Association agree to form a committee for the ongoing discussion of the central settlement and associated labour relations matters. 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 central or local matter;*
- b) Clarify the understanding of the Association and TEBA regarding central table provisions;*
- c) Assist in resolving differences arising from legislative changes or labour relations issues that may have an effect on central provisions, and,*
- d) Advise on the production and revision of collective agreements.*

1.12.2. Structure

- a) *The committee will meet as necessary at times determined by the Association and TEBA. Either party may require a meeting to be scheduled.*
- 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.*

1.12.3. *Processes for the committee's operation will be established by the mutual agreement of the parties and may be amended from time to time.*

1.12.4. *The Association and TEBA may jointly, or independently, issue communication to clarify understanding arising from the Labour Relations Committee.*

2. TERM

2.1. *The term of this Collective Agreement is September 1, 2024 to August 31, 2028. Unless stated otherwise, this Collective Agreement shall continue in full force and effect through August 31, 2028.*

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 the Employer 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 (1st) meeting, the Association and TEBA shall exchange details of all amendments sought.*
- 2.6.2. *For local table bargaining, representatives of the Association and the Employer shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first (1st) meeting, the Association and Employer shall exchange details of all amendments sought.*

2.7. Opening with Mutual Agreement

- 2.7.1. *The Association and TEBA may at any time by mutual agreement negotiate revisions to the central matters contained in this Collective Agreement. Any such revisions shall become effective from such date as shall be mutually agreed upon by the Association and TEBA.*
- 2.7.2. *The Association and the Employer 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 each Employer, each Employer 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 Employer 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 Employer will identify teachers on leaves of absence greater than five (5) months. Nothing in this Article prevents the Employer from providing the information on a more frequent basis.

The Association may submit a request to the Employer for updated information to support its representative duties. Such requests shall not be unreasonably denied.

Employers shall provide the information needed for the Association to contact individual new hires and returning teachers independently of the Employer to obtain the teacher's election, if and as required by Election of Union Dues Regulation. Such information shall be provided to the Association within ten (10) operational days of the teacher returning or gaining employment with the Employer.

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

2.8.2.1. *Health Wellness Spending Account (HWSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*

2.8.2.2. *Most recent Employer financial statements;*

2.8.2.3. *Total benefit premium cost;*

2.8.2.4. *Total substitute teacher cost;*

- 2.8.2.5. *Current benefit premium rates;*
- 2.8.2.6. *Total principal / vice principal / assistant principal allowance cost;*
- 2.8.2.7. *Total other allowance cost; and,*
- 2.8.2.8. *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. *Payment of Administrative Allowances shall commence on the effective date of appointment.*

3.2. Grid

- 3.2.1. *The Employer shall pay to each teacher in its employ the salaries and allowances hereinafter set forth and computed. All sums mentioned are 'per annum' unless specifically stated otherwise.*
- 3.2.2. *The years of University education of a teacher and the years of teaching experience computed as hereinafter provided shall together determine the basic salary of each teacher employed by the Employer. The salary schedule is contained in clause 3.2.4.*
- 3.2.3. *The monthly salary for each teacher shall be one-twelfth (1/12th) part of the salary in effect.*
- 3.2.4. **Salary Schedule**
 - 3.2.4.1. *Effective September 1, 2024 (3% increase)*

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$63,358	\$66,912	\$70,897
1	\$67,058	\$70,623	\$74,616
2	\$70,767	\$74,338	\$78,329
3	\$74,469	\$78,051	\$82,044
4	\$78,172	\$81,761	\$85,761
5	\$81,878	\$85,476	\$89,471
6	\$85,581	\$89,186	\$93,187
7	\$89,281	\$92,902	\$96,901
8	\$92,985	\$96,614	\$100,618

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
9	\$96,689	\$100,325	\$104,335
10	\$100,395	\$104,041	\$108,045

3.2.4.2. *Effective September 1, 2025 (3% increase)*

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$65,259	\$68,919	\$73,024
1	\$69,070	\$72,742	\$76,854
2	\$72,890	\$76,568	\$80,679
3	\$76,703	\$80,393	\$84,505
4	\$80,517	\$84,214	\$88,334
5	\$84,334	\$88,040	\$92,155
6	\$88,148	\$91,862	\$95,983
7	\$91,959	\$95,689	\$99,808
8	\$95,775	\$99,512	\$103,637
9	\$99,590	\$103,335	\$107,465
10	\$103,407	\$107,162	\$111,286

3.2.4.3. *Effective September 1, 2026 (Unified and 3% increase)*

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$68,850	\$72,308	\$76,294
1	\$73,133	\$76,663	\$80,658
2	\$77,414	\$81,013	\$85,022
3	\$81,697	\$85,365	\$89,388
4	\$85,976	\$89,713	\$93,750
5	\$90,261	\$94,064	\$98,113
6	\$94,541	\$98,415	\$102,476
7	\$98,825	\$102,766	\$106,839
8	\$103,108	\$107,118	\$111,203
9	\$107,389	\$111,467	\$115,566

3.2.4.4. *Effective September 1, 2027 (3% increase)*

Years of Teacher Experience	Years of Teacher Training		
	Four	Five	Six
0	\$70,916	\$74,477	\$78,583
1	\$75,327	\$78,963	\$83,078
2	\$79,736	\$83,443	\$87,573
3	\$84,148	\$87,926	\$92,070
4	\$88,555	\$92,404	\$96,563
5	\$92,969	\$96,886	\$101,056
6	\$97,377	\$101,367	\$105,550
7	\$101,790	\$105,849	\$110,044
8	\$106,201	\$110,332	\$114,539
9	\$110,611	\$114,811	\$119,033

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. *For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualifications Service, the teacher will be placed at four (4) years education.*
- 3.3.2.1. *If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the commencement of employment.*
- 3.3.2.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted retroactive to the month following such submission.*
- 3.3.3. *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualifications Service to the Employer within sixty (60) operational days from the date of completion of 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 month following such submission.*

- 3.3.3.2. *If proof of teacher education or application is not submitted within sixty (60) operational days, salary will be adjusted either September 1 or February 1, whichever date is closest after the 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 Employer.*

- 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.*

- 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 Employer in accordance with this Article.*

- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer 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 Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per clause 3.4.8.*

- 3.4.8. *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer 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.*
- 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 covered by PECBA. At the time of movement from another Employer, the receiving Employer shall assume the recognition of experience provided by the previous Employer.*
- 3.4.10. *Clauses 3.4.6 through 3.4.9 of this Article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

3.5. *Special Considerations for Other Education and Experience*

- 3.5.1. *In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the Employer shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a requirement of their teaching assignment.*
- 3.5.1.1. *Teachers must present valid proof of education and experience, satisfactory to the Employer, prior to this evaluation.*
 - 3.5.1.2. *This evaluation shall be conducted when a teacher is hired to teach a Career and Technology Studies/Foundations (CTS/CTF) 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 Employer shall place a teacher on a step greater than their experience and/or education dictates under clauses 3.3 and 3.4 to recognize additional experience and/or education, up to the maximum provided in the applicable category.*
- 3.5.3. *Such recognition for teacher education purposes will no longer be recognized if the teacher, at their request, no longer provides instruction in a CTS/CTF course where the course curriculum requires the teacher to have technical trade qualifications.*

3.6. Other Rates of Pay

- 3.6.1. Notwithstanding clause 3.6.3, a teacher engaged by the Employer to administer and teach in Summer School, Night School or Intercession will be paid an hourly rate per instructional hour, inclusive of any general holiday and vacation pay as follows:

- 3.6.1.1. Effective September 1, 2024 (3% Increase)

Per Instructional Hour	\$ 68.64
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- 3.6.1.2. Effective September 1, 2025 (3% Increase)

Per Instructional Hour	\$ 70.70
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- 3.6.1.3. Effective September 1, 2026 (3% Increase)

Per Instructional Hour	\$ 72.82
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- 3.6.1.4. Effective September 1, 2027 (3% Increase)

Per Instructional Hour	\$ 75.00
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- 3.6.1.5. Future increase negotiated by the central table will apply to the Summer School hourly rate

- 3.6.2. Continuing / Community Education includes projects and courses outside of the Alberta Learning program of studies that are offered to the general public. Where a teacher is engaged by the Employer to work in a Continuing / Community Education project or course, the Employer shall determine the appropriate rate of pay.

- 3.6.3. A teacher regularly assigned to classroom duties who agrees to render service to the Canadian Rockies School Division at the request of the Employer in excess of two hundred (200) days, shall be paid at the rate of 1/200th of the rate of total salary for one day (1/400th for a half day of 3.5 hours or less). This clause shall not apply to teachers providing service for Summer School.

- 3.6.3.1. Notwithstanding clause 3.6.3, it is recognized that teachers who are in receipt of an administrative or supervisory allowance shall accept the professional responsibility of having their units operational on the opening day of school each school term, semester or other division of the school year. In a like manner, all teachers shall accept the professional responsibility of completing all activities connected with school opening and closing.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Administration Allowances

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

4.1.1. Principal Allowances

4.1.1.1. *Principals shall be paid seventeen per cent (17%) of the principal's position on the grid plus:*

	Effective September 1, 2024 3% Increase	Effective September 1, 2025 3% Increase	Effective September 1, 2026 3% Increase	Effective September 1, 2027 3% Increase
Base Allowance	<i>17% of Principal's position on Grid</i>	<i>17% of Principal's position on Grid</i>	<i>17% of Principal's position on Grid</i>	<i>17% of Principal's position on Grid</i>
0–400 Students	\$ 20.96	\$ 21.59	\$ 22.24	\$ 22.91
401 + Students	\$ 21.84	\$ 22.50	\$ 23.18	\$ 23.88

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

4.1.2. Vice Principal Allowance

4.1.2.1. *The minimum allowance for vice principal(s) will be adjusted in accordance with current proportionality to the principal allowance.*

4.1.3. Department Head Allowance

4.1.3.1. *Teachers designated by the Employer as department heads shall, in addition to their placement on the grid, be paid ten per cent (10%) of the fourth (4th) year minimum.*

4.1.4. Central Office Coordinator Allowance

4.1.4.1. *A teacher designated by the Employer as a central office coordinator shall be paid an allowance equal to ten per cent (10%) of six (6) year maximum.*

4.1.5. *The pupil count for all allowances to be as of September 30th in each school year and kindergarten students shall be counted in the same fashion as they are counted for grant purposes by Alberta Education.*

4.2. Red Circling

- 4.2.1. In the event that the Employer initiates the transfer of a principal or vice principal and such transfer results in an administrative allowance that is less than the allowance the principal or vice principal currently receives, the Employer will maintain the higher allowance payment for three (3) school years. For transfers that become effective following commencement of a school year, the higher administrative allowance will be paid for the remainder of that school year and the following three (3) school years. This shall not apply if the principal or vice principal requests the transfer.

4.3. Acting / Surrogate Administrators – Compensation

- 4.3.1. When in the absence of the principal, the vice principal or other designee acts in the principal's place for a period of five (5) or more consecutive school days, the vice principal or other designee shall be designated as acting principal and shall receive an allowance computed as per clause 4.1.1 effective the fifth (5th) day and every consecutive day thereafter of the period during which the teacher is so designated.
- 4.3.2. In schools where there is no vice principal, a teacher shall be designated acting principal and will be paid in accordance with the administration allowance formula specified in clause 4.1.1 effective the fifth (5th) consecutive day of the principal's absence, and prorated in accordance with the service so rendered. In addition, the teacher so designated shall receive an allowance equal to one dollar (\$1.00) per pupil as determined by the pupil count of September 30th. The allowance shall be paid once annually and shall be included on the June cheque. This Article does not apply to one (1) room schools.

4.4. Teachers with Administrator Designations

- 4.4.1. *The Employer shall provide each school administrator a continuing designation in their third (3rd) year of designation. Notwithstanding, if evaluations of the administrator indicate to the Employer that a further probationary period is required, and the administrator agrees, the probationary contract of employment may be extended for a further period ending no later than the June 30th next following the date of the renewal of the contract.*
- a) *Clause 4.4.1 does not preclude the transfer or assignment of administrators in accordance with clause 4.2.*
- b) *If circumstances such as enrolment decline or restructuring require a reduction in the number of administrators, an administrator who is reassigned to a role that does not provide an administrative allowance will be paid in accordance with clause 4.2.*

4.5. Travel for Administrators

- 4.5.1. Teachers with administrator designations will be paid a twenty-five dollars (\$25.00) per month stipend for in district travel for the months of September to

June. This will be paid monthly and administered through payroll - Administrator Leave

4.6. Administrator Leave

- 4.6.1. In recognition of additional days of work above and beyond the school calendar established by the Employer, two (2) lieu days will be provided by the Employer to principals and two (2) lieu days will be provided by the Employer to assistant principals during the school calendar.
- 4.6.2. Lieu days shall not be accumulated or paid out under any circumstance. Lieu days will not be requested in conjunction with other leave requests. All lieu days are subject to advance notice of at least two (2) weeks and the prior approval of the superintendent or designate.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

- 5.1.1. *Substitute teachers shall be paid a per diem rate (full day rate) as follows:*
 - 5.1.1.1. *Effective September 1, 2024, three per cent (3%) increase, the full day substitute teachers' daily rates of pay will be \$226.64 plus two per cent (2%) in lieu of benefits of \$4.53 for a total of \$231.17.*
 - 5.1.1.2. *Effective September 1, 2025, the full day substitute teachers' rate will be \$271 per day plus two per cent (2%) in lieu of benefits of \$5.42 for a total of \$276.42*
 - 5.1.1.3. *Effective September 1, 2026, three per cent (3%) increase, the full day substitute teachers' rate will be \$279.13 per day plus two per cent (2%) in lieu of benefits of \$5.58 for a total of \$284.71.*
 - 5.1.1.4. *Effective September 1, 2027, three per cent (3%) increase, the full day substitute teachers' rate will be \$287.50 per day plus two per cent (2%) in lieu of benefits of \$5.75 for a total of \$293.25.*
- 5.1.2. **Effective Until August 31, 2025** – *substitute teachers shall be paid a per half day rate as follows:*
 - 5.1.2.1. *The substitute teachers' half day rates of pay will be one hundred twenty-two dollars and seventy-eight cents (\$122.78) plus two per cent (2%) in lieu of benefits, two dollars and forty-six cents (\$2.46) for a total of \$125.24.*
- 5.1.2. **Effective September 1, 2025** – *Partial Day and Extended Day Rates*
 - 5.1.2.1. *Substitute teachers shall receive pay for partial and extended days in accordance with the following schedule:*

<i>Up to and including 50% of the day</i>	<i>More than 50% and up to and including 60% of the day</i>	<i>More than 60 % and up to and including 100% of the day</i>	<i>Extended day (more than 100% of the day)</i>
<i>50% of the daily rate</i>	<i>60% of the daily rate</i>	<i>100% of the daily rate</i>	<i>Prorated in accordance with the extension of the day, but no less than 110% of the daily rate</i>

5.1.2.2. *Substitute teachers accepting multiple partial day assignments on the same day shall not receive more than 100% of the daily rate unless teaching in a school with an extended day.*

5.1.2.3. *Notwithstanding 5.1.2.2, nothing shall prevent part-time teachers from accepting substitute teacher work or being compensated in accordance with clause 5.1.2.*

5.2. Commencement of Grid Rate

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

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

5.3. Substitute Professional Development

5.3.1. When a substitute teacher has provided twenty (20) days of service in the current school year by January 31 (or accumulated half days), the Employer will provide one paid day at the substitute rate to attend the teachers' convention assigned to Canadian Rockies School Division. Upon completion of attendance at Teachers' Convention, a teacher must submit a divisional timesheet for payment. There will be no carry over of substitute days from the previous school year to the subsequent school year.

5.3.2. When a substitute teacher has provided forty (40) days of service in the current school year by January 31 (or accumulated half days), the Employer will provide two paid days at the substitute rate to attend the teachers' convention assigned to Canadian Rockies School Division. Upon completion of attendance at Teachers' Convention, a teacher must submit a divisional timesheet for payment. There will be no carry over of substitute days from the previous school year to the subsequent school year.

5.4. **Substitute Teacher Training**

- 5.4.1. *A substitute teacher who must complete training, at the employer's request, to maintain their availability on the substitute teacher roster and who provides such service shall be compensated in accordance with clause 5.1.*

5.5. **Substitute Teacher Assigned Duties of Teacher Replacing:**

- 5.5.1. When a substitute teacher is hired, they shall follow the schedule/duties of the teacher they are replacing. In the event that an absent teacher has not provided tasks for preparation periods, the substitute teacher will consult with the school administrator for alternate duties/assignments. It is acknowledged that the school administrator retains the ability to make changes to the assignments of all teachers in their school.

5.6. **Substitute Teacher Cancellation of Assignment**

- 5.6.1. When a substitute teacher has accepted employment, such employment shall not be canceled after 5:00pm the day before. Cancellation within this period will result in the substitute teacher receiving their daily rate and being reassigned as follows:
- 5.6.1.1. To the school of their original assignment; unless needed
 - 5.6.1.2. To a school listed on their school preference list; unless needed
 - 5.6.1.3. If mutually agreed upon to a school within the employer
- 5.6.2. Where the scheduled employment is greater than one day, the second and subsequent days may be reassigned or canceled.

6. **PART TIME TEACHERS**

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

6.2. **Part-time Teachers Salaries**

- 6.2.1. *A teacher who is employed to teach on a part-time basis for the full school year or a portion thereof shall be paid that fraction of the annual salary entitlement which corresponds to the fraction of time taught.*
- 6.3. Part time assignment schedules will be determined in collaboration with the school principal and will be contiguous unless mutually agreed upon.
- 6.4. Unless mutually agreed upon, a part-time teacher's part-time equivalent shall not be changed by more than 0.25 FTE in any given school year, without mutual agreement between the Employer and the teacher.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier and Premiums

- 7.1.1. *When enrollment and other requirements for group participation in various plans have been met, the Employer will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.*
- 7.1.2. *The Employer shall contribute toward the costs of the various premiums as follows:*
 - a) *Alberta School Employee Benefit Plan (ASEBP), Extended Disability Benefit, Plan D, Life and Accidental Death and Dismemberment Insurance, Schedule 2 or equivalent plan – one hundred per cent (100%) of each teacher's monthly premium.*
 - b) *ASEBP Extended Health Care Plan 1 or equivalent plan – one hundred per cent (100%) of each teacher's monthly premium.*
 - c) *ASEBP Dental Care Plan 3 or equivalent plan – one hundred per cent (100%) of each teacher's monthly premium.*
 - d) *ASEBP Vision Care Plan 3 or equivalent plan – one hundred per cent (100%) of each teacher's monthly premium.*
 - e) *The Employer will maintain the same level of benefits under sub-articles (a), (b), (c) and (d) above under any new plan established by the Employer.*

7.2. Group Benefits Eligibility

- 7.2.1. *Participation in the plans is a condition of employment for all teachers who meet the requirements of the plans.*
- 7.2.2. *Subject to the provisions of the master policies, all teachers appointed to the staff of the Employer shall be required to enroll in these ASEBP Plans. All teachers enrolled in the plans shall continue to be enrolled in the plans. A teacher may be exempted from participation in the Extended Health Care plan and the Dental plan upon submitting proof of participation in these or similar plans through the teacher's spouse.*
- 7.2.3. *From the date teachers become eligible for disability benefits under the Alberta School Employee Benefit Plan, no further sick leave benefits shall be paid by the Employer for the period of that disability.*
- 7.2.4. *Teachers receiving disability benefits from the plan shall not receive sick leave benefits during the period of disability.*
- 7.2.5. *The Employer shall deduct from the monthly salary of each teacher enrolled in said insurance plans, the teacher's share of the monthly premiums and shall remit payment for premiums to the appropriate companies.*

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

- 7.3.1. *The HSA / WSA per teacher, prorated to FTE, will be sixty dollars and forty-two cents (\$60.42) per month.*

Upon approval from ASEBP as to date of commencement, the Employer shall provide a HSA / WSA to all eligible teachers. The Employer will contribute a total of seven hundred and twenty-five dollars (\$725.00) in equal monthly installments for each full-time eligible teacher. Part-time employees shall be eligible on a pro-rata basis. The plan shall be administered by ASEBP in accordance with Canada Revenue Agency (CRA) and the Income Tax Act of Canada for the benefit of the teacher, their spouse and dependents.

7.4. Other Group Benefits

- 7.4.1. Payments towards benefit plans by the Employer shall permit it to retain and not pass on to teachers, any rebates of premiums otherwise required under Canada Employment and Immigration Commission (previously Unemployment Insurance Commission) regulations.

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

- 8.1.1. *Teacher instructional time will be capped at 916 hours per school year commencing the 2022-23 school year.*
- 8.1.2. *Teacher assignable time will be capped at 1200 hours per school year.*

8.2. Assignable Time Definition

- 8.2.1. Assigned Time is defined as the amount of time that Employers 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) *Employer 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 Employer to occur at a particular time and place within a reasonable work day.*

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

8.2.2. *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 Employer 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 periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the Employer.*

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

8.4.2. *When a student with special needs is placed in a regular class setting, the teacher will:*

8.4.2.1. *Be invited to participate in education related case conferences with personnel associated with the placement of the student;*

- 8.4.2.2. Have access to information that in the opinion of the Employer or its designee is pertinent to the placement; and
- 8.4.2.3. Be provided in-service training to meet the needs of the student provided the Employer or its designee deem the training necessary.

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 Employer'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. *Employers and / or schools are not restricted in developing their own staff development plan in which the Employer and / or school may require teachers to participate.*

9.2. *Sabbatical Leave*

- 9.2.1. *A minimum Sabbatical leave shall mean any long term leave of absence granted to a teacher for professional development through study.*
- 9.2.2. *Sabbatical leave may be granted at the discretion of the Employer.*
- 9.2.3. The remuneration of a teacher granted sabbatical leave shall be determined by the difference between Category four (4) minimum and four (4) maximum salary rates in effect at the time the leave commences.
 - 9.2.3.1. *Sabbatical leave for the duration of a semester or trimester may be granted by the Employer. Remuneration shall be calculated on a pro rata basis in accordance with clause 9.2.3.*
- 9.2.4. *A teacher who is granted sabbatical leave shall give an undertaking in writing to return to the teacher's duties following the expiry of the teacher's leave and shall not resign or retire from teaching service other than by mutual agreement between the Employer and the teacher, for a period of at least two (2) years after resuming duties.*
- 9.2.5. Should a teacher, by mutual consent, resign or retire from the service of the Employer before completing the teacher's two (2) years service following such leave, repayment of sabbatical leave salary shall be made to the Employer on a pro rata basis. Teachers on Extended Disability Benefits (EDB) shall not have this counted as a repayment period.
- 9.2.6. *Experience increments will not be granted to teachers for the period of leave.*

- 9.2.7. *A teacher granted sabbatical leave shall enter into an individual written agreement with the Employer as to the conditions under which the teacher may return to the school system at the conclusion of the leave provided the individual contract does not contravene the Collective Agreement.*
- 9.2.8. *For leaves commencing on or after September 1st, applications must be made on or before the first (1st) of March.*
- 9.2.9. *The Employer shall consider all applications before the fifteenth (15th) of March each year. All applicants shall be informed of the Employer's decision on or before March 31st in each year.*

9.3. Professional Development Fund

- 9.3.1. *A Professional Development Fund shall be established each school year in the amount of twenty-five thousand dollars (\$25,000.00).*
- 9.3.2. *If funds are not used within the school year, the fund will be replenished up to twenty-five thousand dollars (\$25,000.00) for the following year.*
- 9.3.3. *This fund is to be jointly administered by the superintendent or designate and members of the Teacher Employer Advisory Committee (TBAC).*

10. SICK LEAVE

- 10.1. *Sick leave benefits are sponsored by the Employer and will be granted with pay for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided.*
- 10.2.
 - a) *In the first (1st) year of employment with the Employer, the teacher shall be entitled to statutory sick leave. Should sick leave exceed the number of days of sick leave entitlement, any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.*
 - b) *During the second (2nd) and subsequent years under contract, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness or disability for ninety (90) calendar days.*
 - c) *A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days.*
 - d) *For the purpose of this Collective Agreement, an interrupted illness for the same illness shall be counted as one illness.*
- 10.3. *Before any payment is made under the foregoing provisions, a teacher may be required by the Employer to substantiate their illness as follows:*

- a) *Either a statement, in a form approved by the Employer, signed by the teacher substantiating the illness or,*
 - b) *At the request of the Employer, a certificate from the teacher's attending medical or dental practitioner where the absence is for a period of more than three (3) days.*
 - c) *Notwithstanding clause 10.3(b) above, where the Employer is concerned about the pattern and / or frequency of a teacher's absences, they may notify the teacher in writing of the obligation to provide a medical certificate to support any further absences for the remainder of the school year.*
 - d) *At the request of the Employer or its designate, a certificate from a physician or dentist designated by the Employer attesting to the illness or disability claimed provided there is no cost to the teacher.*
 - e) *The Employer may request confirmation from the teacher's physician that the teacher is following the physician's recommended treatment plan. If there is a fee for the physician's confirmation, the Employer shall reimburse the teacher following delivery of a receipt to the Employer.*
- 10.4.
- a) *Teachers shall be eligible for sick leave from the onset of illness or disability to the extent of sick leave credited to them but not beyond the date of eligibility for benefit under the Alberta School Employee Benefit Plan.*
 - b) *After ninety (90) continuous calendar days of illness or medical disability, no further salary shall be paid.*
- 10.5. *Provisions of this Article shall not be applicable when a teacher is on another leave (other than sick leave) without pay, or while on strike.*
- 10.6. *In the event that a teacher wrongfully claims sick leave benefits or abuses the privileges, the teacher shall be considered absent without leave and subject to disciplinary action.*
- 10.7. *When a teacher leaves the employ of the Employer, all benefits contained under these provisions are cancelled.*

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

- 11.1.1. *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2. *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3. *A teacher shall, when possible, give the Employer 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 Employer 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 Employer 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 Employer no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5. *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6. *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the Employer may grant but is not required to grant parental leave to more than one (1) parent of the child at the same time.*

11.3. Salary Payment and Benefit Premium

- 11.3.1. *The Employer shall top up Supplementary Employment Benefits (SEB) to one hundred per cent (100%) of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*

- 11.3.2. *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3. *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. *The Employer 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 Employer 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 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 Employer 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 Employer will continue paying the Employer 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 Employer 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 Employer paid benefit premiums, and shall reimburse the Employer 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 Employer paid benefit premiums, and shall reimburse the Employer upon receipt of an invoice.*
 - 11.4.6. *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Employer 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. *Upon request to the superintendent or designate, with one (1) week notice where possible, a teacher (including teachers with administrator designations) shall be granted two (2) days personal leave with pay and benefits per school year subject to the operational needs. The Teacher will inform the principal of the intended dates.*
- 12.2. *For any teacher under contract for sixty (60) days or less in a school year, the provisions of Article 12.1 do not apply.*
- 12.3. *Any teacher under contract for sixty-one (61) to one hundred (100) days in a school year shall be granted one (1) day personal leave per school year.*
- 12.4. *Each teacher shall be entitled to accumulate unused personal leave to a maximum of five (5) days which may be used in any one (1) school year.*

13. ASSOCIATION LEAVE AND SECONDMENT

- 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 Employer is reimbursed by the Association for the actual costs of the substitute, including the Employer 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 Employer 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. The Association will reimburse the Employer as per clause 13.2. 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 Employer, the teacher, and the Association and is at no cost to the Employer.*
- 13.5. *During such secondment, the Employer 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 for all payments made by the Employer to the teacher or on the teacher's behalf while on secondment under this Article.*

14. OTHER LEAVES

14.1. Critical Illness, Death and Funeral Leave

Critical illness is defined as a life threatening illness requiring the attendance of the teacher in a care giving capacity.

A teacher leave of absence shall be granted with pay under the following conditions:

14.1.1.

- a) *Up to three (3) school days for the critical illness and five (5) school days for the death, of a teacher's spouse, son or daughter, parent, brother, sister or parent of spouse;*
- b) *Up to three (3) school days for the critical illness and three (3) school days for death of grandparent, grandchild, grandparent of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relative who is a member of the teacher's household.*

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

14.1.3. *Before payment is made under clause 14.1.1, the Employer may require a medical certificate stating that critical illness was the reason for the absence.*

14.1.4. *In the event of a death of a family member listed in clause 14.1.1, the bereavement leave is provided at the time of the death. Notwithstanding, the Employer may approve requests by a teacher, at the time of the death, to defer some or all of the days to a later time.*

14.2. Leave for Child's Arrival

14.2.1. *One (1) day leave with pay shall be provided to a teacher to attend the adoption of their child.*

14.2.2. *One (1) day of paternal leave with pay shall be provided to a teacher occasioned by the birth of the teacher's child.*

14.2.3. *The leaves provided in clauses 14.2.1 and 14.2.2 shall be taken within two (2) weeks of the date of birth or placement of the adopted child. Notwithstanding, the Employer may approve requests by a teacher to access these leaves at alternate times.*

14.3. Extended Parental Leave

14.3.1. *Extended Parental Leave shall be granted to a teacher without pay, allowances and other benefits of this Collective Agreement for a period up to six (6) months:*

14.3.2. *A teacher may be granted extended parental leave beyond 6 months in order to return at the beginning of a school year or the beginning of a reporting period*

or at a natural break in the school year, or at such other time as mutually agreed by the teacher and the superintendent or designate.

14.3.3. Extended Parental leave shall be granted to:

14.3.3.1. provide care to the teacher's child less than two (2) years of age; or,

14.3.3.2. care for the teacher's adopted child.

14.3.4. The teacher shall, in consultation with the superintendent, determine the commencement date of the leave. This consultation and notice of leave requirements shall occur three (3) months in advance of the leave where possible, and in any event, at least one (1) month prior to the commencement of the leave.

14.3.5. Teachers returning from Extended Parental Leave are entitled to a teaching position with the Employer. Any teacher returning from such leave who was employed on a probationary contract immediately prior to the leave, may, at the discretion of the Employer, be offered a second probationary contract of employment.

14.3.6. A teacher requesting return prior to the expiry of the leave will be considered for appropriate vacancies.

14.3.7. Where Extended Parental Leave is granted in conjunction with maternity or parental leave, the combined total leave shall not exceed twenty-four (24) months.

14.3.8. Leave taken for the purpose of Extended Parental Leave shall not be considered teaching experience for the purpose of granting a salary increment.

14.3.9. Only one (1) parent shall be granted Extended Parental Leave under these provisions.

14.4. ***Graduation, Convocation, Written Examination Leave***

A teacher Leave of absence shall be granted with pay under the following conditions:

14.4.1. A teacher is entitled to leave of absence with pay for one (1) day per school year to attend the teacher's own convocation or the convocation of their child from an accredited post secondary institution, or their child's high school graduation or for the writing of an examination related to the teacher's academic studies.

14.5. ***Inclement Weather / Impassable Road Leave***

Leave of absence shall be granted with pay under the following conditions:

14.5.1. A teacher who, despite reasonable effort, is unable to travel to their school from the teacher's place of residence because of (a) inclement weather, (b) impassable road conditions, or (c) failure of transportation facilities other than

their own, is entitled to the teacher's salary for the periods of absence so occasioned.

14.5.2. Impassable roads mean roads temporarily closed by municipal or provincial authorities, or a reasonable effort to travel to work has been made by the teacher, but due to road conditions, the teacher was unable to attend at work.

14.5.3. Where roads are reopened or become passable during the workday, the teacher is expected to attend at their place of work.

14.5.4. A teacher's place of residence is within the Employer boundaries.

14.5.4.1. A teacher whose place of residence is outside of the Employer boundaries, and who, despite reasonable effort, is unable to travel to their school, will be granted leave with pay and benefits less the cost of substitute teacher.

14.5.5. Payment of salary for absences under clause 14.5.1 is subject to approval of the School Superintendent or designate.

14.6. **Jury Duty / Court Appearance Leave**

14.6.1. *Leave with pay shall be granted:*

- a) For jury duty or any summons related thereto;
- b) To answer a subpoena or summons to attend any court proceedings as a witness in a cause other than the teacher's own.

14.6.2. *The teacher shall reimburse the Employer an amount equivalent to any witness or jury fee set by the court.*

14.7. **Other Leave**

14.7.1. **Grievance Process**

The Employer shall be reimbursed at the cost of a substitute teacher per diem rate for each day a teacher is absent to participate in the Grievance Procedure in any way. The teacher shall inform the Secretary or Treasurer of the Employer regarding the appropriate billing procedure. If payment is not received within ninety (90) days of the date of billing, then the amount due shall be deducted from the teacher's salary.

14.7.2. **Family Medical**

On application to the Superintendent, at least one (1) week in advance, where possible, a teacher on a contract shall be granted up to two (2) days of leave of absence per school year, with full pay to attend the medical needs of a member of the teacher's immediate family. Immediate family shall be defined as the teacher's spouse, parent, spouses' parent, child or member of the teacher's household.

14.7.3. **Emergency Leave**

A teacher may access a temporary leave of absence with pay and benefits less the cost of a substitute for not more than one (1) day per school year to attend an unexpected, immediate and dire incident. The emergency leave may not be accessed to attend to anticipated personal matters.

14.8. Discretionary Leave

14.8.1. Additional leave of absence may be granted by the Employer:

14.8.1.1. with pay and benefits

14.8.1.2. with pay and benefits less substitute cost or

14.8.1.3. without pay and benefits

15. 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,*

15.1.3. *Concerning the imposition of discipline for just cause but excluding those matters where the teacher has a right to file an appeal to the Board of Reference under the Education Act.*

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 Coordinator—Teacher Employment Membership Support. 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 Employer 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 Employer, the Chair of the Board of Directors of TEBA or designate, and the Coordinator—Teacher Employment Membership Support, within fifteen (15) operational days.*
- 15.5.1. *When requested by TEBA, the Employer shall provide additional information on grievances in a form determined by the TEBA Chair.*
- 15.6. *Representatives of the Employer 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 Employer 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 Employer portion of statutory benefit contributions, as per Article 13.2. The Employer will give advance notice to the Association when a representative of the Employer affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the Employer against a teacher, the Employer 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 Article 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 Employer and / or the Association may convey a grievance to arbitration.*
- 15.11. *The Employer 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 Employer and the Association; and,*

15.15.2. *The 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 Employer.*

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 Employer.*

15.16.2.1. *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under Article 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 clauses 15.16.1 or 15.16.2. TEBA will provide written notice to the Superintendent or designate and the Coordinator—Teacher Employment Membership Support 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 Employers 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.*

16. EMPLOYMENT

16.1. Discrimination

- 16.1.1. *There shall be no discrimination, harassment, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, ancestry, place of origin, source of income, political or religious beliefs, gender, sexual orientation, family status, marital status, physical disability, mental disability, gender identity, gender expression nor by reason of activity in the Association nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.*
- 16.1.2. *Article 16.1 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.*

16.2. Teacher Discipline

- 16.2.1. *For disciplinary actions that are not regulated by the Education Act, no Teacher, substitute teacher, teacher with a principal or other administrative, supervisory or consultative designation shall be formally disciplined without just cause. Such cause shall be provided to the Teacher in writing within five (5) operational days from when the Teacher is informed of a formal disciplinary action.*
- 16.2.2. *Before the imposition of any formal disciplinary action or investigation, the Teacher shall be given particulars of the matter being considered or investigated that may lead to any formal disciplinary action.*

16.3. Association Representation

- 16.3.1. *Teachers shall have a right to Association representation during any proceedings and/or any meetings where there is a substantial likelihood that the allegation(s) being investigated or discussed, if substantiated, would lead to formal disciplinary action, except where the Education Act authorizes the Employer to proceed without notice.*
- 16.3.2. *Where circumstances permit, the Employer shall schedule a proceeding and/or meeting referred to in 16.3.1 with the Teacher by giving reasonable advance notice which shall not be less than 24 hours, with reasonable consideration for non-operational days. At such proceeding and/or meeting a teacher may be accompanied by a representative of the Association and the Association representative shall have the opportunity to be present and participate fully on behalf of the Teacher.*
- 16.3.3. *The Employer shall inform the Teacher prior to such proceeding and/or meeting taking place that a representative of the Association may accompany the Teacher. However, should the Association representative be unavailable in a reasonable amount of time, the Employer shall not be prevented from proceeding with the disciplinary process. The Association shall not withhold or unreasonably delay requested representation.*

16.4. Full-Time Teacher Contiguous Timetable

- 16.4.1. *A full-time teacher's regularly scheduled assignment should be contiguous. When a contiguous assignment is not reasonably practicable a written rationale for the scheduling decision will be provided if requested by the teacher. Nothing in this clause precludes a non-contiguous timetable through mutual agreement between the teacher and Employer.*

16.5. Occupational Health and Safety

- 16.5.1. *The Employer and the Association recognize the importance of promoting a safe and healthy environment for employees.*
- 16.5.2. *The Employer and the Association agrees to fulfil its obligation under Alberta's Occupational Health and Safety Act (OHS) and all applicable legislation.*
- 16.5.3. *The Employer recognizes that every Teacher has the right to work in an environment free from harassment, violence and threats of violence. The Board shall take every reasonable precaution for the protection of Teachers from harassment, violence or threats of violence.*
- 16.5.4. *Within the obligations to maintain appropriate risk assessment and mitigation processes, teachers ought to be informed of potential risks which may arise from student behaviour challenges they could reasonably anticipate to encounter in the course of their work within the school, and where that risk could expose the teacher to violence or physical injury. Notwithstanding, the Employer and Association acknowledge this commitment is subject to the provisions of the Student Records Regulation.*

16.6. Information and Files

- 16.6.1. The Employer shall make the Collective Agreement available to all teachers by posting it to the Employer website.
- 16.6.2. The onus of substantiating previous teacher experience rests with the teacher.

16.7. Transfers

- 16.7.1. The Employer may transfer teachers subject to the following conditions:
- a) A teacher shall not be transferred to another school within three (3) calendar years of a previous involuntary transfer, unless the teacher agrees to said transfer.
 - b) Teachers who are involuntarily transferred to another school shall be entitled to meet with the Superintendent of Schools prior to said transfer and receive, in writing, the reasons for the transfer.
 - c) When a teacher is involuntarily transferred to another school subsequent to the commencement of the school year, the teacher will be provided three (3) days of unassigned preparation time to prepare for the new assignment.

- d) If the teacher is involuntarily transferred to another school due to downsizing or school closure, clause 16.7.1 (a) above shall not apply.

16.7.2. The Employer shall pay to a teacher who has been transferred to another school, the reasonable moving expenses necessarily incurred by the teacher and their family as a result of transfer when the transfer is made at the request of the Employer.

16.8. Notice to Teachers on Probationary Contract

16.8.1. A teacher on a probationary contract shall be notified in writing by the Superintendent or designate on or before May 31st as to whether or not the teacher will be offered a continuing contract.

16.9. Contract Termination

16.9.1. The following conditions shall not be deemed to be an extension of a teacher's individual contract which has been terminated:

16.9.1.1. Compassionate Leave;

16.9.1.2. Maternity Leave; or,

16.9.1.3. Sabbatical or other special leaves of absence.

16.10. Subrogation

16.10.1.

- a) **Cost of Absence** means the total remuneration paid by the Employer during a period when the teacher was absent from work.
- b) **Interest** means interest calculated in accordance with the provisions of the *Alberta Judgement Interest Act*, RSA 2000, c.J-1, and amendments and regulations thereto.
- c) **Judgement or Settlement** means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.
- d) **Remuneration** means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.
- e) **Teacher** means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian or the estate of the deceased teacher.

16.10.2. In the event that the Employer incurs a cost of absence as a result of an act or omission of a third party, the Employer is subrogated to any right of recovery of the teacher from the third party in the amount of the cost of absence and without restricting the generality of the foregoing, the following provisions apply:

- a) The teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;
 - b) The teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
 - c) The Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;
 - d) The teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;
 - e) The teacher will not settle the teacher's claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
 - f) Upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;
 - g) The teacher shall not release any third party from the cost of absence without the consent of the Employer; and
 - h) The Employer's consent to settlement shall not be unreasonably withheld.
- 16.10.3. When as a result of judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence, the teacher shall, as of the date of settlement or judgement, pay the full cost of absence recovered to the Employer plus interest.
- 16.10.4. When as a result of a judgement or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer the amount of the cost of absence recovered plus interest.
- 16.10.5. The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of clause 16.10.
- 16.10.6. In exercising any of its rights under clause 16.10, the Employer shall have due regard for the interests of the teacher.

LETTERS OF UNDERSTANDING—CENTRAL

LETTER OF UNDERSTANDING #1

RECRUITMENT OF TEACHERS TO SUPPORT CLASSROOM COMPLEXITY ISSUES

WHEREAS the Association and TEBA recognize that additional investments in the education system will provide for classroom supports to respond to increasing classroom complexity;

AND WHEREAS classroom supports include, but are not limited to, additional teachers, learning support, co-teaching, English language learning, Indigenous education, mental health supports, and differentiated instruction.

AND WHEREAS it is recognized that government will support the commitments in this letter with the necessary funding, and school boards will endeavour to hire additional teachers.

NOW THEREFORE IT IS COMMITTED THAT:

- 1000 net new certificated teachers (full time equivalencies) will be hired across the province for the 2025-26 school year, with the positions continuing through the agreement term.
- An additional 1000 net new certificated teachers (full time equivalencies) will be hired across the province for the 2026-27 school year, with the positions continuing through the agreement term.
- An additional 1000 net new certificated teachers (full time equivalencies) will be hired across the province for the 2027-28 school year, with the positions continuing through the agreement term.
- The hiring is intended to increase the total number of teachers in the province and is in addition to any hiring required to address attrition rates.

Any grievance associated with this Letter of Understanding shall be carried by the Teachers' Employer Bargaining Association on behalf of the employer.

The Parties commit to authoring a Joint Interpretation Bulletin relating to the hiring of teachers in this Letter of Understanding, to be used by school boards and teachers, to clarify the intentions of the parties during bargaining.

LETTER OF UNDERSTANDING #2

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

WHEREAS a school year is typically observed to operate from September 1 of a given year to August 31 of the following year.

AND WHEREAS the Association and the TEBA wish to trial a process for recognizing concurrent service earned over a full year of employment.

NOW THEREFORE THE PARTIES (THE ASSOCIATION AND TEBA) AGREE TO THE FOLLOWING:

Effective September 1, 2025, concurrent service earned between June 1 of a given year and May 31 of the following year will be considered in determining the subsequent September 1 experience increment calculation.

During the period between June 1 and July 31 of a given year, teachers may submit proof of experience earned concurrently with other school divisions between June 1 of the previous year and May 31 of the given year (in the manner described in clause 3.4) for inclusion in the subsequent September 1 experience increment calculation. Only one request for written proof of concurrent experience shall be made per school year.

Any increase in experience resulting from this Letter of Understanding shall remain regardless of the termination of this LOU.

The Joint Labour Relations Committee will review issues arising from the operation of this Letter during the term of this agreement.

This Letter of Understanding expires August 31, 2028. Notwithstanding, it will bridge to the date of central ratification for the next settlement.

LETTER OF UNDERSTANDING #4

EXPERIENCE FORM

The 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 employers and the Alberta Teachers' Association (See Appendix A); and,*
- *To ensure the consistent application of Article 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 employer.

TEACHING EXPERIENCE FORM

Date: _____

Issuing Employer: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

Employer 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 Employer.*

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.*

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 Employer in accordance with this Article*
- a) *Until proof of experience is submitted to the Superintendent or designate, all teachers new to the Employer 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 Employer shall recognize prior teaching experience as if it was earned by employment with the Employer provided that the teacher provides satisfactory proof as per Article 3.4.8.*
- 3.4.8. *A teacher requesting that the Employer recognize experience earned with a previous employer shall provide to the Employer written confirmation from the previous employer 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.*
- 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 covered by PECBA. At the time of movement from another employer, the receiving Employer shall assume the recognition of experience provided by the previous employer.*
- 3.4.10. *Articles 3.4.6 through 3.4.9 of this Article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

LETTER OF UNDERSTANDING—LOCAL

LETTER OF UNDERSTANDING #5

EXTRA CURRICULAR ACTIVITIES

1. The Employer and the Association both acknowledge the value of extra-curricular activities in enriching our schools.
2. Teacher participation in extracurricular activities is voluntary.
3. Should a teacher decide to participate in such activities, the teacher will not be paid for such service and extracurricular activities shall not count toward assigned time.
4. A committee will review the impact on schools and make recommendations prior to June 30, 2024.