

COLLECTIVE AGREEMENT

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

BETWEEN

**THE MEDICINE HAT PUBLIC SCHOOL
DIVISION**

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2024 to AUGUST 31, 2028



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This collective agreement is made this 28th day of October 2025, between The Medicine Hat Public Board of Education operating as The Medicine Hat Public School Division (“School Division”) and the Alberta Teachers’ Association (“Association”).

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

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

1. APPLICATION/SCOPE

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

- 1.4.2. *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.5. ***Role of TEBA***
- 1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the School Divisions and to bind the School Divisions in any agreement with respect to central terms.*
- 1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
- 1.5.3. *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.*
- 1.6. *The School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7. *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8. *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9. *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10. *All provisions of this collective agreement shall be read to be gender neutral.*
- 1.11. ***Structural Provisions***
- 1.11.1. *Coordinating Committee – The parties hereto recognize that there is in existence, at the present time, a Coordinating Committee for the purpose of communicating the views of teachers on matters of school affairs to the Board of Trustees. It is the intention of the parties hereto that the current practices in this regard shall continue during the currency of this Agreement.*
- 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 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*
- 2.2.2. *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

2.3. Central Matters Bargaining

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

2.4. Local Bargaining

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

2.5. Bridging

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

2.6. Meet and Exchange

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

more than 30 days after notice is given. At the first meeting, the Association and School Division shall exchange details of all amendments sought.

2.7. Opening with Mutual Agreement

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

2.8. Provision of Information

- 2.8.1. *As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31 and May 31, a common report, in a format established by TEBA, with a list of School Division employees who are members of the Association and include the following items for each teacher:*

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

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

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

School Divisions shall provide the information needed for the Association to contact individual new hires and returning teachers independently of the School Division to obtain the teacher's election, if

and as required by 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 School Division.

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

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

2.8.2.2. *Most recent School Division financial statements;*

2.8.2.3. *Total benefit premium cost;*

2.8.2.4. *Total substitute teacher cost;*

2.8.2.5. *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. The School Division shall pay all of the teachers in its employ the salaries and allowances as herein set forth and computed.

3.1.2. The amount of teacher education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the School Division.

3.1.3. Pay Dates – The School Division shall pay each teacher one-twelfth ($\frac{1}{12}$) of the teacher's annual salary on or before the last banking day of each calendar month, except for December which shall be the last teaching day.

3.1.4. Any days in the last week of August forming part of the new school year shall be deemed to be days taught in September and be subject to all terms of the Collective Agreement in force in the month of September of the new school year.

3.2. Salary Grids

Salaries shall be paid in accordance with the rates specified below:

3.2.1. *Effective September 1, 2024 (3% increase)*

Years of Teacher Experience	Years of Teacher Education		
	Four	Five	Six
0	\$64,756	\$68,810	\$72,561
1	\$68,303	\$72,356	\$76,110
2	\$71,852	\$75,906	\$79,658
3	\$75,400	\$79,455	\$83,206
4	\$78,948	\$83,002	\$86,755
5	\$83,250	\$87,304	\$91,056
6	\$87,552	\$91,605	\$95,358
7	\$91,854	\$95,908	\$99,660
8	\$96,157	\$100,211	\$103,962
9	\$100,457	\$104,512	\$108,263

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

Years of Teacher Experience	Years of Teacher Education		
	Four	Five	Six
0	\$66,699	\$70,874	\$74,738
1	\$70,352	\$74,527	\$78,393
2	\$74,008	\$78,183	\$82,048
3	\$77,662	\$81,839	\$85,702
4	\$81,316	\$85,492	\$89,358
5	\$85,748	\$89,923	\$93,788
6	\$90,179	\$94,353	\$98,219
7	\$94,610	\$98,785	\$102,650
8	\$99,042	\$103,217	\$107,081
9	\$103,471	\$107,647	\$111,511

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

Years of Teacher Experience	Years of Teacher Education		
	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

Years of Teacher Experience	Years of Teacher Education		
	Four	Five	Six
8	\$103,108	\$107,118	\$111,203
9	\$107,389	\$111,467	\$115,566

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

Years of Teacher Experience	Years of Teacher Education		
	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 School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualifications Service, the teacher will be placed at four 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 School Division 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 to either September 1 or February 1, whichever date is closest after the submission.*

3.4. Teaching Experience

Teachers shall:

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

- 3.4.1. *Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the School Division.*
- 3.4.2. *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*
- 3.4.3. *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4. *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5. *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

Prior Experience

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.*
 - a) *Until proof of experience is submitted to the Superintendent or designate, all teachers new to the School Division shall be deemed to have zero years of experience on the salary grid.*
 - b) *If proof or evidence of application for such proof is submitted to the Superintendent or designate, within forty (40) operational days of commencement of employment, the Superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*

- c) *If proof or evident of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the School Division recognize experience earned with a previous employer shall provide to the School Division written confirmation from the previous school division certifying:*
 - a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
 - b) *The position held while earning the experience was one that required a valid teaching certificate; and*
 - c) *The written confirmation is signed by an authorized officer of the previous school division.*
- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall be affected by movement between School Divisions covered by PECBA. At the time of movement from another school division, the receiving School Division shall assume the recognition of experience provided by the previous school division.*
- 3.4.10. *Clauses 3.4.6 through 3.4.9 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this 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 School Division 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 School Division, 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 School Division 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. **Summer School** – *Notwithstanding Clause 3.2 above, teachers who provide instruction at Summer School shall be paid at the following rates per instructional hour:*

(1) *Effective September 1, 2024 (3% increase) \$63.61*

(2) *Effective September 1, 2025 (3% increase) \$65.52*

(3) *Effective September 1, 2026 (3% increase) \$67.49*

(4) *Effective September 1, 2027 (3% increase) \$69.51*

3.6.2. **District Orientation** – *New teachers attending district orientation sessions outside of the school district calendar will be reimbursed at 1/400th of their salary for each half (½) day attended.*

3.7. **Other Allowances**

3.7.1. **Early Retirement Incentive Plan (ERIP)**

3.7.1.1 *The School Division will pay a retirement incentive to all eligible Teachers.*

3.7.1.2 *Eligible Teachers shall be all teachers who have been under contract to the School Division for a minimum of ten (10) consecutive years inclusive of the year of retirement and who meet the following conditions:*

a) *Teachers who are 55 years of age by June 30.*

b) *Teachers who are older than 55 years of age but will achieve an Alberta Teacher Retirement Fund (A.T.R.F.) Index of 85 by June 30.*

c) *Teachers who are older than 55 years of age, but have not achieved an A.T.R.F. Index of 85 by June 30.*

d) *A teacher must be in receipt of an A.T.R.F. Pension on the*

date of payment.

- e) *A teacher must retire on June 30 of the year in which the ERIP is granted.*
- f) *Eligible teachers must apply to the Secretary Treasurer no later than March 31 of the year in which they intend to retire.*
- g) *In any case, no other teacher shall be eligible.*

3.7.1.3 *Notwithstanding Clause 3.7.1.2, the Board of Trustees may, at its sole discretion, grant a Retirement Incentive to other teachers.*

3.7.1.4 *The amount of the incentive shall be calculated as follows:*
$$\$25,000 \times \frac{\text{Years of Pensionable Service of Last 10 Years}}{10}$$

3.7.1.5 *The date of payment of the incentive shall be August 31st, following retirement or other time mutually agreeable to the teacher and the Secretary Treasurer.*

4.1. **Creation of New Designations/Positions**

When the School Division creates any new designations/positions not specified in this Agreement to which a teacher will be assigned, the allowance, if any, for the new designation/position shall be negotiated.

4.2. **Administration Allowances**

4.2.1. **Principal Allowances**

- a) **Categories** – *For the purposes of this article schools shall be grouped into categories based on the number full time equivalent (FTE) certificated teachers working in the respective school.*
- b) **Teacher Counts** – *Counts will be based on teachers as at September 30th of each school year.*
- c) **Category groupings** – *the groupings shall be as follows:*

	<u>Teacher (FTE)</u>
Category A	1 to 14.99
Category B	15 to 19.99
Category C	20 to 24.99
Category D	25 to 29.99
Category E	30 to 34.99
Category F	35 to 39.99
Category G	40 to 44.99
Category H	45 to 54.99
Category I	55 or more

d) **Principal Allowance rates** – the annual rates shall be as follows:

Category	Effective September 1, 2024 (3% increase)	Effective September 1, 2025 (3% increase)	Effective September 1, 2026 (3% increase)	Effective September 1, 2027 (3% increase)
A	\$21,380.74	\$22,022.16	\$22,682.82	\$23,363.30
B	\$25,657.30	\$26,427.02	\$27,219.83	\$28,036.42
C	\$27,795.58	\$28,629.45	\$29,488.33	\$30,372.98
D	\$29,933.86	\$30,831.88	\$31,756.84	\$32,709.55
E	\$31,537.57	\$32,483.70	\$33,458.21	\$34,461.96
F	\$33,140.25	\$34,134.46	\$35,158.49	\$36,213.24
G	\$34,743.96	\$35,786.28	\$36,859.87	\$37,965.67
H	\$39,021.55	\$40,192.20	\$41,397.97	\$42,639.91
I	\$43,830.62	\$45,145.54	\$46,499.91	\$47,894.91

e) **Principal of Alternate Programs** – due to the unique nature of **this** position for purposes of Article 4.2.1(d) – the principal of Alternate Programs shall be considered to be included in Category B.

f) Notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.

g) The minimum allowance for vice principal allowance will be adjusted in accordance with current proportionality to the principal allowance.

4.2.2. **First Vice-Principals**

First or only vice-principals shall be paid an administrative allowance equal to sixty percent (60%) of their respective school's principal allowance.

4.2.3. **Second and Third Vice-Principals**

Second and third vice-principals shall be paid an administrative allowance equal to fifty percent (50%) of their respective school's principal allowance.

4.2.4. **Department Heads**

Department Heads shall be paid an administrative allowance equivalent to one-half ($\frac{1}{2}$) of the Coordinators' allowance. Accordingly, the Department Heads' annual allowance shall be as follows:

a) Effective September 1, 2024 (3% increase) \$7,482.95

b) Effective September 1, 2025 (3% increase) \$7,707.44

- c) *Effective September 1, 2026 (3% increase)* \$7,938.66
- d) *Effective September 1, 2027 (3% increase)* \$8,176.82

4.2.5. **Team Leaders, Project Leaders and Curriculum Leaders**

Team leaders, project leaders and curriculum leaders shall be paid an allowance equivalent to one-half ($\frac{1}{2}$) of a Department Heads Allowance. Accordingly, the annual allowance shall be as follows:

- a) *Effective September 1, 2024 (3% increase)* \$3,741.99
- b) *Effective September 1, 2025 (3% increase)* \$3,854.25
- c) *Effective September 1, 2026 (3% increase)* \$3,969.88
- d) *Effective September 1, 2027 (3% increase)* \$4,088.98

4.2.6. **Coordinators**

Coordinators shall be paid an annual administrative allowance as follows:

- a) *Effective September 1, 2024 (3% increase)* \$14,966.93
- b) *Effective September 1, 2025 (3% increase)* \$15,415.94
- c) *Effective September 1, 2026 (3% increase)* \$15,878.42
- d) *Effective September 1, 2027 (3% increase)* \$16,354.77

4.2.7. **Consultants**

Consultants shall be paid an annual administrative allowance as follows:

- a) *Effective September 1, 2024 (3% increase)* \$10,262.92
- b) *Effective September 1, 2025 (3% increase)* \$10,570.81
- c) *Effective September 1, 2026 (3% increase)* \$10,887.93
- d) *Effective September 1, 2027 (3% increase)* \$11,214.57

4.3. **Red-Circling**

4.3.1. Application – This article applies to all principal and vice-principal positions.

4.3.2. If the School Division:

- a) directs an Administrator to an alternative assignment which has a lower administrative allowance, or
- b) reconfigures the grade structure of a school resulting in a reduction of students,

- c) changes the attendance area of a school resulting in a reduction of students,

then the employee's administrative allowance, that they were receiving immediately prior to the School Division decision, shall be red-circled.

- 4.3.3. Red-circled shall mean that they will continue to receive the same administrative allowance that they were receiving at the time of transfer/change for a specified red-circle period of time.
- 4.3.4. During the Red-Circle Period the teacher will not be eligible for any increase in their administrative allowance until their new administrative allowance exceeds their red-circled allowance.
- 4.3.5. The red-circled period shall be determined as the lessor of the following:
 - a) three (3) years, or
 - b) a term equivalent to the period that the teacher served in the role that they were removed from, if applicable or
 - c) a term equivalent to the period that the teacher held the administrative position in the school that was reconfigured or whose attendance boundaries were changed.
- 4.3.6. An employee will not be red circled in the following situations:
 - a) the employee initiates/requests a transfer,
 - b) the employee applies for an alternate position and is successful, or
 - c) there is a reduction in staff FTE due to reasons other than those identified in 4.3.2 above, such as natural enrolment variations,resulting in a reduction in the employee's administrative allowance.

4.4. Acting/Surrogate Administrators – Compensation

- 4.4.1. In the absence of both the principal and vice principal(s), of one-half (1/2) day or greater, a teacher shall be designated as acting principal and shall be compensated in the amount of twenty-five dollars (\$25) for each half-day.
- 4.4.2. After five (5) consecutive instructional days in a designated principal position clause 4.2.1(7) shall no longer apply and the acting principal shall be compensated in the amount of one four hundredth (1/400th) of the respective principal's allowance per half day.

4.5. Teachers with Principal and Assistant / Vice Principal Designations

- 4.5.1. *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years.*
- 4.5.3. *A teacher designated as an assistant or vice principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.4. *Any current assistant or vice principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2023 may continue under the term contract until the total number of years designated as an assistant or vice-principal is five years. When the total length of the assistant or vice-principal's designation will be five (5) years between September 1, 2023 and January 1, 2024, the School Division must decide by January 1, 2024 whether or not the designation will continue in the 2023/24 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.5.5. *For any current assistant or vice principal who is on a term contract(s) for a period of five years or more as of September 1, 2023, the School Division may extend the temporary contract for one additional year and must decide by January 1, 2024 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

5.1. Rates of Pay

5.1.1. Full Daily Rate

- 5.1.1.1. *Effective September 1, 2024, three per cent (3%) increase, the full day substitute teachers' daily rates of pay will be \$227.17 plus two per cent (2%) in lieu of benefits of \$4.54 for a total of \$231.71.*
- 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** – *Substitutes shall be paid one-half (1/2) of the above daily rate per half day, A "half-day" shall mean the operational time from the commencement of instruction until the lunch break, or from the commencement of instruction after the lunch break until the cessation of instruction in the afternoon.*

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. *In the case of a substitute being employed more than five (5) consecutive instructional days in the same classroom, commencing on the sixth (6) day and each day thereafter, the rate of pay shall be in accordance with training and experience as set forth in Article 3.2.*

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

5.3. **Other Substitute Teacher Conditions**

- 5.3.1. *Substitute Teacher means a teacher employed on a day-to-day basis.*
- 5.3.2. Substitute Teachers shall not be assigned supervision duties at the beginning of the first day of an assignment.
- 5.3.3. Substitute teachers who work fifty (50) or more days in a school year shall receive, upon request, up to two (2) paid Professional Development days to attend school division professional learning.
- 5.3.4. *A substitute teacher who must complete training, at the School Division'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.*

- 6.1 **FTE Definition:** *Part-time teacher FTE will be determined by the ratio of the teacher's actual annual 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 Alteration of Part Time Assignments:

- a) A part time teacher's FTE will not be varied by more than 0.2 FTE from the prior year's assignment without the mutual agreement of both the teacher and the School Division.
- b) Notwithstanding the above, clause 6.2(a) does not apply in situations of layoff or termination.

7. **GROUP BENEFITS**

7.1. **Group Health Benefit Plans**

7.1.1. ***Alberta School Employee Benefit Plan (ASEBP) – Life Insurance and Extended Disability***

All teachers under contract, excluding those receiving disability benefits under the ASEBP, shall be covered under the provisions of Life Insurance Plan 2, with the School Division paying one hundred percent (100%) of the premium.

7.1.2. ***ASEBP – Extended Health Care***

The School Division's contribution to the ASEBP – Extended Health Care – Plan 1 covering teachers under contract employed by the School Division, excluding those receiving disability benefits under the Alberta School Employee Benefit Plan, shall be at the rate of one hundred percent (100%) of the total premium.

7.1.3. ASEBP – Dental Care

Teachers under contract employed by the School Division, excluding those receiving disability benefits under the Alberta School Employee Benefit Plan, shall be covered under the provisions of Plan 3 of the ASEBP – Dental Care Plan, with the School Division paying one hundred per cent (100%) of the total premium.

7.1.4. ASEBP – Vision Care

All teachers under contract, excluding those receiving disability benefits under the ASEBP, shall be covered under the provisions of Vision Care Plan 3 with the employer paying one hundred percent (100%) of the premium.

7.2. Health Spending Account

The School Division will establish for each teacher, other than a substitute teacher, a Health Spending Account, which adheres to Revenue Canada Requirements. The School Division will contribute an amount equal to two percent (2.0%) of salary and allowances.

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

7.2.2. Notwithstanding article 7.2 above, the maximum allowed Health Spending Account contributions per school year shall be nine hundred dollars (\$900). Teachers with balances greater than \$900 shall be allowed to carry forward any current unused balance to the extent permitted by the CRA.

7.3. Probationary to Continuous Teachers

Teachers moving from a Probationary Contract to either another Probationary or a Continuous Contract shall receive the group benefits identified under articles 7.1 (Group Health Benefit Plans) and 7.2 (Health Spending Account).

7.4. Other Group Benefits

7.4.1. Employment Insurance (EI) Rebates

In consideration of the improvements to the ASEBP – Extended Health Care, the employees covered by this contract waive any claims on rebates under the provisions of the Employment Insurance Act.

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 1,200 hours per school year.*

8.2. Assignable Time Definition

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

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

8.2.2. *Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned by School Divisions. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.*

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

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

8.3. Duty Free Lunch (Rest Periods)

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

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

9. PROFESSIONAL DEVELOPMENT

9.1. Teacher Professional Growth Plan

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

9.2. Professional Development Funds

- 9.2.1. *The School Division will establish a Professional Development Account for each teacher under contract as of September 30.*
- 9.2.2. *The School Division will contribute to said account: \$1,300 for each principal or coordinator, \$1,050 for each vice-principal or consultant,*

and \$600 for each full-time teacher. Part-time teachers shall have an allocation of \$600 prorated to their proportion of time under contract.

- 9.2.3. Teachers, other than principals, vice-principals and consultants may accumulate money in their account for a period of five years to a total of five times the amount specified above. Principals, vice-principals and consultants may accumulate money for a period of three years.
- 9.2.4. A teacher who has not used their allocation of money by the end of the specified period shall have all subsequent allocations to their account made to the school based Professional Development Fund. However, as soon as the allocation of funds fall below the total allowed allocation, all additional funds will again be allocated to the individual's account until the total allocation amount is reached.
- 9.2.5. When a teacher retires, all funds in their Professional Development Account will be allocated to the school based Professional Development Fund of the school or schools where the teacher last taught.
- 9.2.6. A teacher may use the money in their account to pay for any professional development activity approved by the Superintendent of Schools or designate.
- 9.2.7. The School Division will allocate \$200 per school plus \$75 for each full-time equivalent teacher in that school to provide for professional development or in-service activities within that school. Such activities must be approved by the Superintendent of Schools or designate.
- 9.2.8. The School Division will allocate \$100 for each full-time equivalent teacher for professional development or in-service activities within the School Division as determined by the Superintendent of Schools.
- 9.2.9. The School Division will provide up to one day equivalent per school year of substitute coverage for each part-time teacher to participate in professional development activities.

10. SICK LEAVE

- 10.1. *Annual sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability, in accordance with the following schedule:*
 - 10.1.1. *In the first year of service with the School Division, in accordance with the provisions of the Education Act. After one (1) year of continuous service – ninety (90) calendar days.*
 - 10.1.2. *For the purposes of this article, a teacher on a probationary contract to June 30th of a given year and who is given a contract on or before the beginning of the next school year will be deemed to have provided continuous service between contracts.*

- 10.2. *After ninety (90) calendar days of continuous absence due to medical disability, no further salary nor employee benefits of any kind shall be paid, and the Alberta School Employee Benefit Plan shall take effect.*
- 10.3. *Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan (Clauses 7.1.1 and 10.2), upon their return to full-time duty, they shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*
- 10.3.1. *Less than one (1) year of service – nil.*
- 10.3.2. *After one (1) year of continuous service - ninety (90) calendar days.*
- 10.3.3. *Continuous service shall not be affected by Christmas Vacation, Easter Vacation or Summer Vacation.*
- 10.4. *When a teacher leaves the employ of a School Division, all sick leave shall be cancelled.*
- 10.5. *Before any payment is made under the foregoing regulations, the teacher shall provide:*
- 10.5.1. *A declaration, on a form to be provided by the School Division, where the absence is for a period of three (3) days or less.*
- 10.5.2. *A certificate signed by a doctor who is a member in good standing with the College of Physicians and Surgeons, or a dentist who is a member in good standing with the Alberta Dental Association where the absence is for a period of over three (3) days.*
- 10.5.3. *When the sickness extends for a period of over one (1) month, the employee may, at the discretion of the School Division, be called upon to furnish a further medical certificate at the end of each month during the duration of the sickness.*

11. MATERNITY 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 date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2. *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3. *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the*

College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.

- 11.1.4. The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of their 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 Employment Standards Code and this Collective Agreement, the teacher will be provided an alternative position of a comparable nature.*

11.2. Parental Leave

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

11.3. Salary Payment and Benefit Premium (Health Related)

- 11.3.1. The School Division shall top up Supplementary Employment Benefits (SEB) to one-hundred (100) percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave for a*

minimum of six (6) to a maximum of ninety (90) calendar days, or to the extent of the sick leave entitlement as per article 10.

- 11.3.2. *When the teacher is not eligible for the Employment Insurance Benefits, the teacher will have access to sick leave benefits per Article 10.*
- 11.3.3. *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4. *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA/WSA amounts specified in Article 7 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The School Division shall pay the portion of the teacher's benefits plan premiums in Article 7 of the Collective Agreement for thirty-six (36) weeks of parental leave. The HSA/WSA will remain active for the duration of parental leave but no further credits will be contributed to the HSA/WSA during this time.*

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

- 11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of a parental leave.*
- 11.4.2. *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3. *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*
- 11.4.4. *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5. *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums and shall reimburse the School Division upon receipt of an invoice.*

- 11.4.6. *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

11.5. Additional Parental Leave

- 11.5.1. Upon request, a teacher may be entitled to an extended parental leave of absence without pay or School Division contributions to benefits plan for up to six (6) months beyond the maximum parental leave identified in clause 11.2.
- 11.5.2. The extended leave must commence immediately following a parental leave under clause 11.2.
- 11.5.3. Application for such leave must be made no later than three (3) months prior to the commencement of the extended portion of the parental leave.
- 11.5.4. Approval of this leave will be dependent on alignment with natural school breaks.

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1. Personal Leave

A teacher may apply for and receive leave of absence for personal reasons subject to the following conditions.

- 12.1.1. *Personal Business Day with Full Pay – For personal reasons – upon written notification to the Superintendent or designate – one (1) day per school year.*
- a) *Unused leaves under this clause (12.1.1) may be carried forward for a maximum of one (1) year, to a total of two (2) days.*
- 12.1.2. *Personal Business Day with Loss of Substitute Pay (whether a substitute is required or not) – For personal reasons – not more than two (2) days in any one school year.*
- 12.1.3. *Leave under Article 12 shall not be used to extend the Christmas Vacation, Easter Vacation or Summer Vacation periods.*

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 School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee*

Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.

- 13.3. *Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per Clause 13.2. 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 School Division, the teacher, and the Association and is at no cost to the School Division.*
- 13.5. *During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on the teacher's behalf while on secondment under this clause.*

14. OTHER LEAVES

14.1. Leaves with Full Pay:

14.1.1. Critical Illness

- a) *Critical Illness be defined as a medical condition with a significant risk of death within 26 weeks and shall be determined by a certificate from a medical doctor if required by the School Division.*
- b) *For the critical illness of father, mother, husband, wife, son, daughter, brother, sister, parents of spouse and siblings of spouse – not more than five (5) days, or until death occurs.*
- c) *A statement may be required if death does not occur, signed by the teacher, signifying to the critical nature of illness.*

14.1.2. Death In Family

For the death of father, mother, husband, wife, son, daughter, grandchild, brother, sister, parents of spouse, and siblings of spouse – not more than five (5) days.

- 14.1.3. *Funeral – For the funeral of grandparents, and grandparents of spouse – two (2) days leave. If circumstances warrant additional leave, the two days may be extended to a maximum of five (5) days*

- 14.1.4. *Funeral – For funeral of uncle, aunt, cousin, nephews, nieces of the teacher or the teacher's spouse – one (1) day of leave.*
- 14.1.5. *Pallbearer – For acting as pallbearer – one (1) day.*
- 14.1.6. *Exam – For the purpose of writing university examinations - one (1) day.*
- 14.1.7. *Convocation – While participating in University Convocation Exercises – one (1) day.*
- 14.1.8. *Citizenship – While obtaining citizenship papers at a scheduled session of the Court – one (1) day.*
- 14.1.9. *Jury – Provided that the teacher remits to the School Division any witness fee or jury stipend -- excluding allowances and/or expenses -- set by the court or other body, they are entitled to the following:*
 - a) *For jury duty or for attending for selection purposes, or any summons related thereto.*
 - b) *To answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.*
- 14.1.10. *Adoption Leave – For the adoption of a child – two (2) days.*
- 14.1.11. *Paternal Leave – For the birth of a child – two (2) days.*
- 14.1.12. *Emergent Medical – For attending to the emergent medical needs, which are not critical, of their child, spouse, parent or other person living in the teacher's household. These days may be taken consecutively – two (2) days per school year.*
- 14.1.13. *Compassionate Leave – The Superintendent of Schools may approve additional compassionate leave.*
- 14.1.14. *Impassable Roads – Because roads are impassable from a teacher's normal place of residence to their place of work due to the road(s) being temporarily closed by municipal or provincial authorities, or where the teacher has made a reasonable effort to travel to work using an alternate open route. Where the road(s) is(are) reopened or become passable during the workday, the teacher is expected to attend at their place of work for the remainder of the day.*

14.2. Leaves with Loss of Substitute Pay Whether Substitute Required or Not:

- 14.2.1. Temporary leave of absence with pay, providing the School Division is reimbursed for the **cost of a substitute teacher**, shall be granted to teachers.
 - a) Department of Education – For attendance at meetings of committees of the Department of Education.

- b) Professional Reasons – For any other professional reasons that have been approved by the Superintendent of Schools.

14.2.2. Temporary leave of absence with pay, of up to five (5) days in a school year, shall be granted to teachers, providing the School Division is reimbursed for the **cost of a substitute teacher**. Leave under all sections of clause 14.2.2 except for 14.2.2(a), 14.2.2(c) and 14.2.2(e) below shall not be used to extend the Christmas Vacation, Easter Vacation, or Summer Vacation Periods.

- a) *Illness in Household – For not more than two (2) days in any one school year for an illness of a non-critical nature in the teacher's household.*
- b) *Emergency/Misfortune – For not more than two (2) days in any one school year for some emergency or misfortune demanding their attention.*
- c) *Funeral of Friend – For the funeral of a friend of the family – one (1) day.*
- d) Service Club – While officially representing a service club, fraternal organization, church or co-operative – up to five (5) days in any one year.
- e) Convocation Exercise – For attending post-secondary convocation exercises of a spouse or child – one (1) day.
- f) Political Party – While officially representing a Federal or Provincial Political Party with representation in either house, or Federal or Provincial Government Committee or Delegation – up to five (5) days in any one year. This clause shall not provide time off for campaigning for any elected political office.
- g) Educational/Government – For attendance at educational conventions in an official capacity; or for the attendance at Civic Government meetings or conventions in an official capacity.

14.3. Day In Lieu

14.3.1. Where the Superintendent of Schools requires, in writing, a teacher to provide service on a day not in the normal school year, that teacher will receive one (1) “day in lieu” for each such day. Such days worked will not exceed five (5) days for any one school year. If a substitute teacher is required, for classroom teaching, the cost will be covered by the School Division. Such days shall be taken at a time that is mutually agreeable to both the teacher and the Superintendent.

14.4. Deferred Salary Leave Plan

14.4.1. The School Division will establish a Deferred Salary Leave Plan, which adheres to Canada Revenue Agency Requirements.

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 School Division and shall contain the following:

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

15.5. A copy of the grievance notice, and any applicable formal response to the grievance, shall be provided to the Superintendent or designate of the School Division, the Chair of the Board of Directors of TEBA or designate, and the Coordinator – Teacher Employment Membership Support, within fifteen (15) operational days.

15.5.1. When requested by TEBA, the School Division shall provide additional information on grievances in a form determined by the TEBA Chair.

15.6. Representatives of the School Division and the Association shall meet to discuss the grievance within fifteen (15) operational days of receiving written grievance notice.

- 15.6.1. *The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.*
- 15.7. *The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the School Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the School Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.*
- 15.8. *The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.*
- 15.9. *If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.*
- 15.10. *Only the School Division and/or the Association may convey a grievance to arbitration.*
- 15.11. *The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.*
- 15.12. *By mutual consent, the parties may agree to convene a three-member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three-member arbitration board, and the nominees shall endeavour to select an independent Chair.*
- 15.12.1. *If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.*
- 15.14. *The arbitrator/arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator/arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator/arbitration board is final and binding on:*
- 15.15.1. *the School Division and the Association; and,*

- 15.15.2. *teachers covered by the Collective Agreement who are affected by the award.*

15.16. TEBA Involvement in Grievance Proceedings

- 15.16.1. *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.*
- 15.16.2. *At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the School Division.*
- 15.16.2.1. *Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.*
- 15.16.2.2. *Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*
- 15.16.2.3. *Within five (5) operational days of the meeting set out in 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*
- 15.16.3. *In the event that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2, TEBA will provide written notice to the Superintendent or designate and the 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 School Divisions in this article shall be read to apply to TEBA.*

15.17. Optional Mediation Process

- 15.17.1. *The parties may mutually agree at any point in the Grievance Procedure to engage in a non-binding mediation process to attempt to resolve the grievance. To facilitate the mediation process the parties agree to extend the timeline for moving to the next step in the grievance process so that a period of ten (10) operational days is provided after the conclusion of the mediation process to recommence formal grievance proceedings.*
- 15.17.2. *The mediator shall be appointed by mutual agreement of the parties and the expenses of the mediator shall be equally borne by the parties. If the parties cannot reach agreement on a mediator, either party may*

request in writing that the Director of Mediation Services make the necessary appointment.

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

15.18. Administration

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

16. EMPLOYMENT

16.1. 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 School Division to proceed without notice.*
- 16.3.2. *Where circumstances permit, the School Division 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 School Division 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 School Division 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 School Division.*

16.5. Occupational Health and Safety

- 16.5.1. *The School Division and the Association recognize the importance of*

promoting a safe and healthy environment for employees.

- 16.5.2. *The School Division 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 School Division 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 School Division and Association acknowledge this commitment is subject to the provisions of the Student Records Regulation.*
- 16.6. Teachers who, as part of their job allocation to multiple locations, will be paid for travel between the locations at the rate per kilometre prescribed in Board policy.

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 School Division.

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 school divisions and teachers to explore appropriate models for working conditions in the distributed education environment to inform future negotiations;

NOW THEREFORE THE PARTIES AGREE THAT:

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

LETTER OF UNDERSTANDING #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 school divisions and the Alberta Teachers' Association (See Appendix A); and,*
- *To ensure the consistent application of clause 3.4.9 in the movement of teachers between jurisdictions covered by the Public Education Collective Bargaining Act.*

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

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

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

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

Prior Experience

- 3.4.6. *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article*
 - a) *Until proof of experience is submitted to the Superintendent or designate, all teachers new to the School Division shall be deemed to have zero (0) years of experience on the salary grid.*
 - b) *If proof or evidence of application for such proof is submitted to the Superintendent or designate within forty (40) operational days of commencement of employment, the Superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
 - c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7. *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8. *A teacher requesting that the School Division recognize experience earned with a previous school division shall provide to the School Division written confirmation from the previous school division certifying:*
 - a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*
 - b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
 - c) *The written confirmation is signed by an authorized officer of the previous school division.*
- 3.4.9. *The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of*

movement from another school division, the receiving School Division shall assume the recognition of experience provided by the previous school division.

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

LETTERS OF UNDERSTANDING – LOCAL

LETTER OF UNDERSTANDING #5:

PROFESSIONAL DEVELOPMENT FUND COMMITTEE

An ad-hoc committee shall be established during the 2023-24 school year for the purpose of developing an alternative to address the model and management of individual Professional Development. The committee shall consist of three (3) members of Medicine Hat Public Local 1 and three (3) members from the Division Office. The Committee shall meet a minimum of three times per year, dates to be determined by September 30th, 2023. The committee will:

- a) examine the current structure of the Professional Development fund management and process in Medicine Hat Public School Division.
- b) examine other commonly used structures in the province.
- c) make recommendations that may be used to guide the development of a new frame of reference for access and delivery of Professional Development Funds.

The Letter of Understanding shall be bridged until the negotiation of the next local agreement.