

COLLECTIVE AGREEMENT

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

BETWEEN

**THE NORTHERN GATEWAY 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 Northern Gateway 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 the terms and conditions of employment and *the salaries* of the teachers have been the subject of negotiations between the Parties and are set forth in this Collective Agreement; and

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

To this end, the Employer agrees to inform in writing a representative of their respective teaching staff of proposed changes to policies and regulations which directly affect the working conditions of said teachers. The teacher representative will respond to such proposals within fifteen (15) consecutive days of being notified. It is the responsibility of the teaching staff to notify the Employer of the name of its representative.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH that the Parties agree as follows:

1. APPLICATION/SCOPE

- 1.1. *This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the 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: the following employees shall be excluded from this Collective Agreement:
 - a) Superintendent
 - b) Deputy Superintendent(s)
 - c) Assistant Superintendent(s)
 - d) Associate Superintendent(s)
 - e) Director(s)

- 1.3. *All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the 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. **Association and TEBA Labour Relations Committee**

1.11.1. 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.*

1.11.2. 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.*

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

1.11.4. 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

- 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 an Employer 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*

thirty (30) days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.

- 2.6.2. *For local table bargaining, representatives of the Association and an Employer shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first meeting, the Association and the 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 31 and May 31, 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 months. Nothing in this clause 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 31.*

3. SALARY

3.1. Salary Pay Date/Schedule

3.1.1. *Save and except substitute teachers, each teacher shall be paid:*

a) *One-twelfth of their annual rate of salary on or before the twenty-seventh (27) of each month, excluding December.*

b) *In December, payment shall be on the last operational day.*

3.1.1.1. *Notwithstanding where a teacher has resigned, the teacher shall be paid in accordance with the *Education Act* as amended from time to time.*

3.1.2. *The Employer shall normally make salary payments by electronic funds transfer.*

- 3.1.3. Payment of administrative allowances according to article 4.2 of this Collective Agreement shall commence on the effective date of appointment.
- 3.1.4. Substitute teachers will be paid on or before the tenth (10) day of the following month.

3.2. Grid

- 3.2.1. *The Employer shall pay its respective teachers the salaries and allowances as herein set forth and computed. All sums mentioned herein are 'per annum' unless specifically stated otherwise.*
- 3.2.2. *The number of complete years of teacher education and the years of teaching experience, as computed according to this Collective Agreement, shall together determine the basic salary rate for each teacher employed by the Employer.*
- 3.2.3. *Teachers with three (3) years education shall be placed on year 4 of teacher education and year 4 of teaching experience on the grid.*
- 3.2.4. *Effective September 1, 2024 (3% increase):*

Years of Experience	Years of Teacher Education		
	Four	Five	Six
0	\$64,299	\$67,419	\$71,055
1	\$68,223	\$71,385	\$75,009
2	\$72,124	\$75,332	\$78,991
3	\$76,050	\$79,339	\$82,976
4	\$80,174	\$83,534	\$87,188
5	\$84,395	\$87,785	\$91,474
6	\$88,538	\$91,991	\$95,682
7	\$92,448	\$95,971	\$99,731
8	\$96,763	\$100,366	\$104,128
9	\$100,727	\$104,380	\$108,150

Effective September 1, 2025 (3% increase):

Years of Experience	Years of Teacher Education		
	Four	Five	Six
0	\$66,228	\$69,442	\$73,187

Years of Experience	Years of Teacher Education		
1	\$70,270	\$73,527	\$77,259
2	\$74,288	\$77,592	\$81,361
3	\$78,332	\$81,719	\$85,465
4	\$82,579	\$86,040	\$89,804
5	\$86,927	\$90,419	\$94,218
6	\$91,194	\$94,751	\$98,552
7	\$95,221	\$98,850	\$102,723
8	\$99,666	\$103,377	\$107,252
9	\$103,749	\$107,511	\$111,395

Effective September 1, 2026 (Unified Grid and 3% increase):

Years of 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
8	\$103,108	\$107,118	\$111,203
9	\$107,389	\$111,467	\$115,566

Effective September 1, 2027 (3% increase):

Years of 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

Years of Experience	Years of Teacher Education		
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 years education.*
 - 3.3.2.1. *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to commencement of employment.*
 - 3.3.2.2. *If proof of teacher education or application is not submitted within (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 (60) operational days from the date of completion of education.*
 - 3.3.3.1. *If proof of teacher education or application is received within (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 (60) operational days, salary will be adjusted to 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 1 and February 1.

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 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. A teacher not in receipt of an administrative allowance, who agrees to render professional service during any vacation period, at the request of the Superintendent, shall be paid 1/200 of their grid position salary for each day of work.

3.7. Other Allowances (Northern Travel Benefit)

- 3.7.1. Agree in principle to insertion of new wording subject to being approved by Revenue Canada and there being no cost to the Employer.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations/Positions

- 4.1.1. The Employer may create and fill administrative positions other than those specifically enumerated in this article, provided that the remuneration for such positions is established by an addendum to this Collective Agreement prior to the appointment.

4.2. Administration Allowances: *In addition to the foregoing salary there shall be paid:*

- 4.2.1. **Principal** (Effective September 1, 2024 3% increase)

<i>Student Population</i>	<i>Base Allowance</i>	<i>Per Student Allowance Over 200</i>
<i>1 to 75 Students</i>	<i>\$14,757.84</i>	<i>\$0.00</i>
<i>76 to 200 students</i>	<i>\$18,708.92</i>	<i>\$0.00</i>
<i>201 to 400 students</i>	<i>\$20,847.20</i>	<i>\$21.38</i>
<i>401 plus students</i>	<i>\$22,449.88</i>	<i>\$21.38</i>

Principal (Effective September 1, 2025 3% increase)

<i>Student Population</i>	<i>Base Allowance</i>	<i>Per Student Allowance Over 200</i>
<i>1 to 75 Students</i>	<i>\$15,200.58</i>	<i>\$0.00</i>
<i>76 to 200 students</i>	<i>\$19,270.19</i>	<i>\$0.00</i>
<i>201 to 400 students</i>	<i>\$21,472.62</i>	<i>\$22.02</i>
<i>401 plus students</i>	<i>\$23,123.38</i>	<i>\$22.02</i>

Principal (Effective September 1, 2026 3% increase)

<i>Student Population</i>	<i>Base Allowance</i>	<i>Per Student Allowance Over 200</i>
<i>1 to 75 Students</i>	<i>\$15,656.60</i>	<i>\$0.00</i>
<i>76 to 200 students</i>	<i>\$19,848.30</i>	<i>\$0.00</i>
<i>201 to 400 students</i>	<i>\$22,116.80</i>	<i>\$22.68</i>
<i>401 plus students</i>	<i>\$23,817.08</i>	<i>\$22.68</i>

Principal (Effective September 1, 2027 3% increase)

<i>Student Population</i>	<i>Base Allowance</i>	<i>Per Student Allowance Over 200</i>
<i>1 to 75 Students</i>	<i>\$16,126.30</i>	<i>\$0.00</i>
<i>76 to 200 students</i>	<i>\$20,443.75</i>	<i>\$0.00</i>
<i>201 to 400 students</i>	<i>\$22,780.30</i>	<i>\$23.36</i>
<i>401 plus students</i>	<i>\$24,531.59</i>	<i>\$23.36</i>

- 4.2.1.1. *Notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*
- 4.2.1.2. *Student count shall be on September 30 of each year. In cases where a principal is designated responsibility for ECS, ECS students shall be included in the student count and each ECS student shall be counted as one-half student.*

4.2.3. **Assistant Principal:** Each Assistant Principal shall receive one half (1/2) the allowance paid to the Principal under this clause.

4.2.3.1. The minimum allowance for Assistant Principal allowance will be adjusted in accordance with current proportionality to the Principal allowance.

4.2.4. **Coordinator:**

Effective September 1, 2024 (3% increase) - \$5,293.17

Effective September 1, 2025 (3% increase) - \$5,451.97

Effective September 1, 2026 (3% increase) - \$5,615.53

Effective September 1, 2027 (3% increase) - \$5,784.00

The position of Coordinator shall be approved by the Superintendent or designate.

4.2.5. **Pre-school Programs:** - per child

Effective September 1, 2024 (3% increase) - \$8.04

Effective September 1, 2025 (3% increase) - \$8.28

Effective September 1, 2026 (3% increase) - \$8.53

Effective September 1, 2027 (3% increase) - \$8.79

provided:

- a) such programs are approved but not administered by the Employer; and,
- b) the children participating in these programs are attending two half-days per week; and,
- c) the Principal has been assigned responsibility for administrative matters related to such programs.

4.2.6. **Divisional Coordinator:** A teacher in a position of Divisional Coordinator will work a 12-month year with six weeks' vacation. A minimum of three consecutive weeks can be accessed during the summer vacation period. The salary for a Divisional Coordinator shall be:

Effective September 1, 2024 (3% increase) - \$122,403.14

Effective September 1, 2025 (3% increase) - \$126,075.23

Effective September 1, 2026 (3% increase) - \$129,857.49

4.3. Red Circling

- 4.3.1. If an administrator is transferred to a position with a lesser allowance, that Principal or Assistant Principal shall retain the same administrative allowance as currently earned for a period of two years or until the allowance of the new position exceeds the amount of the retained allowance, whichever occurs first.

4.4. Acting/Surrogate Administrators – Compensation

- 4.4.1. When in the absence of the principal an assistant principal acts in their place for a period of five (5) or more consecutive school days, said assistant principal shall be designated as acting principal and shall receive an allowance equivalent to that of the principal for the period during which they are so designated commencing on the sixth (6) day.
- 4.4.2. In a school where there is no assistant principal, a teacher shall be designated by the Employer to be acting principal in the absence of the principal. The designate so appointed shall be paid 80 per cent of the daily rate of that principal's allowance, or applicable prorated portion, for each day of such acting.
- 4.4.3. When both the principal and assistant principal are absent, a teacher shall be designated by the Employer to be acting principal. The designate so appointed shall be paid 80 per cent of the daily rate of that principal's allowance, or applicable prorated portion, for each day of such acting.

4.5. Teachers with 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 Employer 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 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 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's or vice principal's designation will be five years between September 1, 2023 and January 1, 2024, the Employer 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 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.*

4.6. Other Administrator Designations

4.6.1. *No teacher designated as assistant-principal on or before September 1, 1997, shall have that designation terminated by reason of the Employer's decision to eliminate the position, unless the Superintendent recommends an alternate administrative arrangement in a school where the number of teachers on staff drops below eight.*

4.7. Other Administrator Conditions

4.7.1. Principal / Assistant Principal Lieu Days

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 school-based principals and two (2) lieu days for school-based assistant principals during the school calendar. A lieu day shall not be accumulated or paid out under any circumstance.

The request for approval to use a lieu day must be made in accordance with the following conditions:

- a) in writing,
- b) stating the specific reason(s) the lieu day will be used for,
- c) to the Superintendent or designate,
- d) at least two (2) weeks in advance of the date(s) the principal or assistant principal wishes to use the lieu day,

- e) stating the replacement arrangement, and
- (f) the availability of a substitute teacher (if required) at the time of the request.

A lieu day shall not be used:

- a) to extend Christmas Break, Spring Recess, or Summer Vacation,
- b) during any scheduled Parent-Teacher Interview days,
- c) to engage in any activity for financial gain,
- d) during scheduled professional development days, or
- e) on any planned event day at the principal's or assistant principal's school.

- 4.7.2. A teacher with an administrative designation who agrees to render professional service during any vacation period with the written approval of the superintendent or designate, shall, in the month following the month in which the work was performed, be paid 1/200 of the administrator's salary for each day of work or shall be granted equivalent leave with pay which must be taken at a mutually agreeable time prior to the end of the school year. If the leave is not taken, the administrator shall submit a claim for payment to the superintendent or designate no later than June 30 of the current school year. This clause does not apply to the work experience program.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

- 5.1.1. *A substitute teacher is a teacher employed on a day-to-day or half-day basis.*

5.1.2. Full Daily Rate

- 5.1.2.1. *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.*
- 5.1.2.2. *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.*
- 5.1.2.3. *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.*

5.1.2.4. *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.*

5.1.3. **Effective Until August 31, 2025** – *The half day rate of pay for substitute teachers will be 60 per cent of the daily substitute rate, inclusive of vacation pay.*

5.1.3.1. *Under no circumstance will a substitute teacher receive more than the daily rate of pay for any single day of substitution.*

5.1.3. **Effective September 1, 2025** – *Partial Day and Extended Day Rates*

5.1.3.1. *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>

5.1.3.2. *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.*

5.1.3.3. *Notwithstanding 5.1.3.2, nothing shall prevent part-time teachers from accepting substitute teacher work or being compensated in accordance with clause 5.1.3.*

5.2. Commencement of Grid Rate

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

5.2.2. *A substitute teacher shall provide evidence of teacher education and teaching experience as per articles 3.3 and 3.4 (depending on the effective dates) within 60 calendar days of being eligible for placement on the grid.*

- 5.2.3. *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. When a teacher is absent, a certificated substitute will be hired to perform that teacher's instructional responsibilities, whenever reasonably possible.
- 5.3.2. a) In the event that a substitute teacher's assignment is cancelled by the Employer and notice of such cancellation is not transmitted to the substitute teacher prior to 6:00 PM on the day prior to the assignment, the substitute teacher shall report to work as directed by the Employer and carry out those duties that are assigned to the substitute teacher by the Employer.
- b) The provisions of clause 5.3.2 (a) shall not apply where the cancellation of assignment is due to inclement weather, cancellation of classes, school closure for any reason, or if another assignment is offered by the Employer for the same date as the cancelled assignment.
- 5.3.3. *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*

6. PART-TIME TEACHERS

- 6.1. *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 Benefits and Proration*
- 6.2.1. *For the Employer's portion of the benefit premium contributions, the provisions of this Collective Agreement shall apply to part-time teachers on a pro-rated basis for those teachers who teach less than 0.5 FTE per school year. Any teacher at 0.3 FTE or less may opt out of the benefit plans listed in clause 7.1.1.*
- 6.2.2. *For a part-time teacher, one day of leave under articles 12, 13.1 and 14 means one of the teacher's scheduled working days.*

7. GROUP BENEFITS

- 7.1. ***Group Health Benefit Plans Carrier and Premium paid by the Employer***

- 7.1.1. *The Employer will contribute on behalf of each participating teacher the following percentage of premiums for the following noted health care plans:*
- a) *Extended Disability Plan D - Alberta School Employee Benefit Plan (ASEBP) – 100 per cent*
 - b) *Life Insurance Plan 2 - ASEBP – 100 per cent*
 - c) *Extended Health Care Plan 1 – ASEBP – 100 per cent*
 - d) *Dental Plan 3 - ASEBP – 100 per cent*
 - e) *Vision Care Plan 3 - ASEBP – 100 per cent*
 - f) *Accidental Death and Dismemberment Plan 2 – ASEBP – 100 per cent*
- 7.1.2. *The only obligation of the Employer pursuant to this provision shall be to pay its percentage share of premiums. The benefits provided are provided through insurance plans and the administration of such plans shall be subject to, and governed by, the terms and conditions of the policies or contracts entered into with the underwriters of the plan.*

7.2. Group Benefits Eligibility

- 7.2.1. *Participation in the aforesaid Extended Disability and Life Insurance Plans is mandatory for teachers appointed to staff as of November 9th, 1971 and thereafter. Participation in the Extended Health Care plan aforesaid is mandatory for all teachers hired or appointed to staff as of September 1, 1998 and thereafter. Participation in the Dental plan aforesaid is mandatory for all teachers appointed as of September 1, 1982 and thereafter. Participation in the Vision Care aforesaid is mandatory for all teachers appointed as of September 1, 2003 and thereafter.*
- 7.2.2. *Any teacher who has equivalent coverage provided through their spouse may waive coverage under the ASEBP Dental Plan, Extended Health Care and Vision Care Plan 3.*

7.3. Health Spending Account

- 7.3.1. *The Employer will establish, for each eligible teacher, a Health Spending Account (HSA) for the use of the eligible teacher, their spouse and dependents, which adheres to Canada Revenue Agency (CRA) requirements. The Employer will establish annual HSA credits of \$725 per eligible teacher, contributed in equal monthly installments, prorated to the teachers' FTE. For the purposes of this clause, eligible teachers shall mean any teacher on a continuing, probationary, interim, or temporary contract. The unused balance will be carried forward to the extent permitted by the CRA. No HSA credits will be contributed for teachers who are on extended disability benefits (EDB), the non-health*

related portion of maternity leave, or unpaid leaves of absence of 30 days duration or more. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.

7.3. Combined Health Spending Account/Wellness Spending Account

- 7.3.1. *The Employer will establish, for each eligible teacher, a combined Health Spending Account (HSA)/Wellness Spending Account (WSA) for the use of the eligible teacher, their spouse and dependents, which adheres to Canada Revenue Agency (CRA) requirements. The Employer will establish annual HSA/WSA credits of \$725 per eligible teacher, contributed in equal monthly installments, prorated to the teachers' FTE. For the purposes of this clause, eligible teachers shall mean any teacher on a continuing, probationary, interim, or temporary contract. The unused balance will be carried forward to the extent permitted by the CRA. No HSA credits will be contributed for teachers who are on extended disability benefits (EDB), the non-health related portion of maternity leave, or unpaid leaves of absence of 30 days duration or more. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.*
- 7.3.2. *Notwithstanding the amount of the Health Spending Account as listed in collective agreements, the maximum allowed Health Spending Account credit contributions per school year shall be \$900. Teachers with Health Spending Account balances greater than \$900 shall be allowed to be carry forward any current unused balance to the extent permitted by the CRA.*

7.4. Other Group Benefits

- 7.4.1. Payments made toward benefit plans by the Employer shall permit the Employer to retain and not pass onto teachers any rebates of employment insurance premiums.
- 7.4.2. The Employer's contribution shall be applied first to non-taxable components.
- 7.4.3. A teacher may request in writing that the Employer, through payroll deductions, make electronic Registered Retirement Savings Plan (RRSP) deposits to the financial institution, Capital Estate Planning.

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/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) 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*
 - h) other activities that are specified by the Employer 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 Employers/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. Other Conditions of Practice

- 8.3.1. *For the purpose of this Collective Agreement, “operational days” shall be as established in the Employer’s school year annual calendar.*
- 8.3.2. *Teachers will not be required to render service for more than 200 operational days commencing the opening day of school in each school year, exclusive of vacation periods, weekends and holidays.*
- 8.3.3. *Notwithstanding clause 8.3.2, administrators shall be responsible to organize their schools in order that the schools are ready for operation.*
- 8.3.4. *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.*
 - 8.3.4.1. *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.*
 - 8.3.4.2. *When reasonable, this break shall occur in the middle of the assignment.*
 - 8.3.4.3. *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.*
- 8.3.5. *Extracurricular Activities - Teacher participation in extracurricular activities is voluntary and therefore no additional salary will be paid.*

8.4. School Calendar

- 8.4.1. *The date upon which a teacher will be required to render the first (1) day of service in any school year shall be announced by the Employer by April 30 of the previous school calendar year.*

8.5. New Teacher Orientation

- 8.5.1. *Teachers who attend the new teacher orientation shall receive 1/200th of their annual salary per day and shall have their benefits commence on the first day of orientation.*

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. Professional Improvement Leave

- 9.2.1. Professional improvement leave shall mean a leave of absence granted by the Employer in its discretion on application by a teacher for study or experience designed to improve the teacher's academic or professional education.
- 9.2.2. To be eligible for professional improvement leave under clause 9.2.1 the teacher shall have served an Employer for five (5) consecutive years, immediately prior to granting of such leave.
- 9.2.3. Professional improvement leave for a period of less than one year may be granted by the Employer and remuneration shall be pro-rated to amount of salary set forth in Clause 9.2.8.
- 9.2.4. A teacher who is granted professional improvement leave shall give an undertaking in writing to return to their duties following expiration of their 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 years after resuming their duties.
- 9.2.5. All applications for professional improvement leave shall be submitted to the Employer by February 1 preceding the school year in which the professional improvement leave is to commence.
- 9.2.6. The Employer shall, after reviewing the applications for professional improvement leave, determine both the number and the persons to be granted professional leave of absence.
- 9.2.7. The Employer shall notify each applicant by March 1 as to whether or not professional improvement leave is granted.
- 9.2.8. A teacher who is granted professional improvement leave for the year shall receive salary, payable in equal installments on the last day of each month, in accordance with the following annual amount:

—\$35,816
- 9.2.9. A teacher who is granted Professional Improvement Leave shall be entitled to participate in the *ASEBP*. The Employer shall contribute toward required premiums as indicated in clauses 7.1.1, 7.2.1, 7.4.1 and 7.4.2.

- 9.2.10. Prior to leave being granted, the Employer and the teacher shall agree to the terms and conditions of resumption of duties on the part of the teacher.

9.3. Professional Development Fund

- 9.3.1. A Professional Development Fund shall be established each school year with the minimum amount being \$200.00 per teacher per year pro-rated to the months in the school year that a teacher has worked. This is limited to probationary and continuous contract teachers.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1. *Annual sick leave with pay will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness or disability, in accordance with the following schedule:*

- a) *In accordance with the provision of the Education Act, a teacher in their first year of service with the Employer and whose contract commences after the beginning of a school year shall receive sick leave on a pro-rata basis as follows:*

$$\frac{\text{number of school days under contract}}{9} = \text{number of sick leave days}$$

- b) *a teacher in their first year of service with the Employer whose contract commences at the beginning of a school year shall have 20 sick leave days available effective the first day of the school year.*
- c) *a teacher with one or more years of service with the Employer shall have 90 calendar days of sick leave available effective the first day of the school year.*

- 10.2. *When any teacher has been continuously absent due to medical disability for 90 calendar days, the ASEBP extended disability plan shall take effect and no remaining entitlements to salary or benefit premiums shall be paid. Prior to expiry of the qualifying period under the extended disability plan, a teacher absent due to sickness shall make application for extended disability benefits and upon expiry of the said qualifying period such teacher shall no longer be eligible to receive sick leave benefits.*

- 10.3. *Where a teacher has suffered an illness and/or has been paid under the provisions of the ASEBP, upon their return to full-time duty, they shall be entitled to sick leave benefits in accordance with the following schedule:*
- a) *In instances where the teacher has been continuously absent for a period of sixty (60) or more calendar days, reinstatement of the sick leave entitlement will be made contingent upon the Employer receiving a certificate signed by a medical practitioner verifying that the teacher is able to return to work and assume all duties and responsibilities on a continuing basis.*

- b) *If the same illness reoccurs within a six (6) month period, under the terms of the ASEBP the teacher shall make application to resume benefits under the plan.*
 - c) *Teachers who acquire and exhaust their sick leave under clause 10.1 c), shall be eligible for sick leave for any new illness in accordance with clause 10.1 c), provided the teacher returns to work for ten (10) consecutive operational days.*
 - d) *Teachers who acquire and exhaust their sick leave in accordance with clause 10.1 b), and who return to work for ten (10) consecutive operational days, shall be eligible for a further two days per month for the remainder of the school year.*
- 10.4. *All sick leave shall terminate upon the termination of the employment with the Employer.*
 - 10.5. *A teacher absent for three (3) consecutive operational days or less due to illness or other disability must submit with the pertinent month end form the reason for the absence.*
 - 10.6. *A certificate of illness from a qualified medical practitioner is required by the Employer to support a request for sick leave with pay if the absence exceeds three (3) consecutive operational days. Requests with the supporting certificate must be submitted to the office of the Employer and must be attached with the month end reports, unless the teacher is unable for circumstances beyond their control, to provide the supporting certificate. Additional certification may be requested to validate continued absence.*
 - 10.7. *The Employer may require a teacher to submit to a medical examination by an Employer designated doctor. The expense of the medical examination will be borne by the Employer. Travel and meal rates will be paid in accordance with Employer policy.*
 - 10.8. *Sick leave shall be recorded for full days or half days only.*

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 parent of the child at the same time.*

11.3. Salary and Benefit Premium Payment (Health-Related)

- 11.3.1. The Employer shall top up Supplementary Employment Benefits (SEB) to 100 per cent 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 Health Spending Account(HSA)/Wellness Spending Account(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 a of parental leave.*
- 11.4.2. Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Employer 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 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. Temporary Personal Leave of Absence for not more than three (3) operational days in total in any school year shall be granted to each teacher.
- 12.2. *The first day of such leave shall be at full salary and benefits.* The remaining two days under this clause shall be at full salary and benefits provided that an amount equivalent to the salary of a substitute is forthcoming to the Employer through payroll deductions, regardless of whether the school required a substitute to cover that teacher's duties.
- 12.3. A teacher taking such leave shall present a signed statement regarding the reason for absence (for clarity, it is understood that a reason, other than "personal leave/reason", must be provided). The principal shall receive reasonable advance notice that such leave is to be taken. Requests for leave under this clause shall not be used to extend the Christmas break, spring recess or summer vacation periods.
- 12.4. This leave must be taken as half days or full days.
- 12.5. The salary of the substitute is to be as per clause 5.1.
- 12.6. The first day of personal leave in any given year may be accumulated to a maximum of four (4) operational days.
- 12.7. Requests for leave under this clause shall not be used to extend the Christmas break, spring recess or summer vacation periods, and the Employer, at its discretion, may restrict such leave to a maximum of five (5) consecutive operational days. Under exceptional circumstances a teacher may access additional leave under clause 14.7.
- 12.8. Requests for leave under this clause require prior consultation with the principal. Reasons for such leave must be outlined and the appropriate form must be completed. Failure to comply with these provisions will result in loss of salary. It is the teacher's responsibility to ensure they have sufficient leave to meet this request. Accumulated personal leave shall be granted unless such leave unduly interferes with the operation of the school and/or system.

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 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 clause.*

14. OTHER LEAVES

14.1. Critical Illness and Death Leave

- 14.1.1. *Temporary leave of absence necessitated by critical illness or death of a relative of the teacher shall be granted by the Employer, with salary and benefits, according to the following schedule:*
 - a) *In the event of death of a teacher's spouse or child a time up to and including five operational days,*
 - b) *In the event of critical illness on the part of the teacher's spouse or child, time up to and including four (4) operational days,*
 - c) *In the event of critical illness or death of a teacher's relative, time up to and including three (3) operational days provided such relative is a parent, brother, sister, parent of spouse, grandparent, grandchild, or relative who is a member of the teacher's household,*
 - d) *In the event of the death of a teacher's brother-in-law, son-in-law, sister-in-law, daughter-in-law, or grandparent of spouse, a time up to one operational day.*

- e) *Additional such leave as outlined above, where required, may be granted upon application to the Employer. This additional leave will not be counted as personal leave.*

14.1.2. *For the purposes of Clause 14.1.1 critical illness shall be determined by a certificate from a medical doctor if required by the Employer.*

14.2. Impassable Roads Leave

- 14.2.1. A teacher is entitled to salary and benefits for those operational days in which the teacher is unable to reach the school from their usual place of residence because of impassable roads only when payment for the absence is approved by the superintendent of schools. If there is an official road closure that prevents attendance, the superintendent will grant impassable road leave.

14.3. Graduation and Convocation Leave

- 14.3.1. The Employer shall grant a temporary leave of absence with salary and benefits, of one (1) operational day, to a teacher to attend their own wedding, convocation or graduation from a post-secondary institution or to attend their child's high school convocation/graduation.

14.4. Leave for Child's Arrival

- 14.4.1. *The Employer shall grant temporary paternal leave, with salary and benefits, of one (1) operational day in the event of a birth. The day taken shall be either the day of birth, the first day immediately after the birth, or the day the mother or child comes home from the hospital.*
- 14.4.2. *The Employer shall grant temporary adoption leave, with salary and benefits, of one operational day on the date of adoption or receipt of the child.*

14.5. Family Medical Leave:

- 14.5.1. *A teacher is entitled to 2 operational days per school year for family medical attention at full salary and benefits.*
 - 14.5.1.1. *Effective the first day of the month following the date on which the parties sign the Collective Agreement, a teacher on a 1.0 FTE contract for the full school year shall be eligible for one (1) additional operational day per school year for family medical attention at full salary and benefits.*
- 14.5.2. *For the purposes of clause 14.5, a family member shall be as per clause 14.1.1 (b) and (c).*
- 14.5.3. *The Employer at its discretion may require a signed certificate by a medical practitioner or a letter of notification submitted to the Superintendent within ten (10) days of return to duties.*

14.6. Jury Duty Leave

14.6.1. *Leave of absence without loss of salary and benefits shall be granted:*

- a) for jury duty or any summons related thereto,*
- b) to answer a subpoena or summons to attend as a witness in any proceedings authorized by law to compel the attendance of a witness provided that the teacher remits to the Employer any witness fee or jury stipend (excluding allowances and/or expenses) set by the court or other body.*
- c) 14.6 (b) shall not apply when a teacher or the Association is taking action against the Employer.*

14.7. Discretionary Leave

14.7.1. Additional leaves of absence may be granted by the Superintendent: with salary and benefits, with salary and benefits less the cost of the substitute, or without salary and benefits.

14.8. Deferred Salary Leave

- 14.8.1. The Employer agrees to implement a Deferred Salary Leave Plan as approved by the Canada Revenue Agency.
- 14.8.2. A maximum of five (5) teachers shall be granted a deferred salary plan leave of absence for a given school year.
- 14.8.3. The Deferred Salary Leave Memorandum of Agreement shall be concluded by May 31 of the year of application to participate in the deferred salary leave plan.

14.9. Emergency Leave

- 14.9.1. *A paid leave of absence when providing emergency services for Fire Fighters, Emergency Medical Services and Victim Services voluntary positions provided by teachers will be granted without loss of salary.*
- 14.9.2. *The Employer will grant one (1) paid day for emergency leave per calendar year at the cost of a substitute teacher.*

15. CENTRAL 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 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 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 clause 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 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 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. *teachers covered by the Collective Agreement who are affected by the award.*
- 15.16. *TEBA Involvement in Grievance Proceedings*
 - 15.16.1. *At any point in the Grievance Procedure, where TEBA determines that the grievance concerns a matter that is more appropriately addressed at the provincial level, TEBA may, at its sole discretion, assume carriage of the grievance process on behalf of the School Division.*
 - 15.16.2. *At any point in the Grievance Procedure, where the Association believes that the grievance concerns a matter that is more appropriately addressed at the provincial level, the Association may request that TEBA take over the grievance process from the School Division.*

- 15.16.2.1. Any applicable timelines in the grievance procedure are frozen for the duration of TEBA and the Association's deliberations under clause 15.16.2.*
- 15.16.2.2. Representatives of the TEBA and the Association shall meet to discuss the request for carriage within ten (10) operational days of receiving a written request.*
- 15.16.2.3. Within five (5) operational days of the meeting set out in clause 15.16.2.2, representatives of the TEBA shall provide a decision to the Association as to whether or not they will take carriage of the grievance.*
- 15.16.3. In the event that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2, TEBA will provide written notice to the Superintendent or designate and the 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 Employer 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 noncontiguous 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 Employer 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. Transfers

- 16.6.1. The Employer requesting a teacher to transfer to another school shall pay the reasonable moving expenses necessarily incurred by him/her and their family as a result of such transfer, providing such transfer requires a change of residence.
- 16.6.2. Reasonable moving expenses shall be defined as the average of two (2) appraisals submitted by professional household movers.

16.7. Subrogation

16.7.1. Interpretation:

- 16.7.1.1. *Cost of Absence* means the total remuneration paid by the Employer during a period when the teacher was absent from work.
- 16.7.1.2. *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.
- 16.7.1.3. *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.
- 16.7.1.4. *Remuneration* means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.
- 16.7.1.5. *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.

16.7.2. 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:

- 16.7.2.1. 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;

- 16.7.2.2. the teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;
- 16.7.2.3. 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;
- 16.7.2.4. 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;
- 16.7.2.5. the teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;
- 16.7.2.6. 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;
- 16.7.2.7. the teacher shall not release any third party from the cost of absence without the consent of the Employer; and
- 16.7.2.8. the Employer's consent to settlement shall not be unreasonably withheld.
- 16.7.3. 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 judgment, pay the full cost of absence recovered to the Employer plus interest.
- 16.7.4. 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.
- 16.7.5. 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 this section 16.7.
- 16.7.6. In exercising any of its rights under section 16.7, the Employer shall have due regard for the interests of the teacher.

16.8. Personal Property

- 16.8.1. *Where, as a result of maintaining order and discipline among students, a teacher suffers damage or destruction to personal property, the teacher shall be entitled to receive reasonable compensation for financial losses incurred. The Employer shall determine the amount of compensation, upon being provided with such documentation as may be required.*

16.9. Teacher-Board Advisory Committee (TBAC)

- 16.9.1. The Employer / Teachers will create a teacher/employer liaison committee, conferring on local matters outside the scope of the collective agreement. The TBAC shall meet upon the request of either party. Participants will include up to five (5) Association members (including local president or designate), two (2) trustees, and a superintendent designate.

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

NORTHERN INCENTIVES

The parties agree that the following northern incentives will be applied in applicable school boards and school sites, effective September 1, 2025.

The Teachers' Employer Bargaining Association reserves the right to amend or terminate this Letter of Understanding with 180 days' notice. Should TEBA choose to amend or terminate this LOU, it shall negotiate with the Association to resolve outstanding issues related to it

Northern Allowance

- *A teacher whose primary employment is at a work site north of the 57th parallel will receive a Northern Allowance of \$6,300 per year, prorated by FTE for part-time teachers.*
- *The Northern Allowance will be calculated on a monthly basis and paid per pay period for all Employer-paid operational days.*
- *The Northern Allowance will not be paid for periods of leave that are unpaid by the employer, including extended disability or WCB (if applicable).*
- *The Northern Allowance is considered to be taxable income.*
- *The Northern Allowance is not part of insurable income for benefit purposes and is not pensionable.*

Remote Retention Allowance

- *A teacher whose primary employment is at a work site between the 55th and 57th parallel will receive a Remote Retention Allowance of \$3,000 per year, prorated by FTE for part-time teachers.*
- *The Remote Retention Allowance will be calculated on a monthly basis and paid per pay period for all Employer-paid operational days.*
- *The Remote Retention Allowance will not be paid for periods of leave that are unpaid by the employer, including extended disability or WCB (if applicable).*
- *The Remote Retention Allowance is considered to be taxable income.*
- *The Remote Retention Allowance is not part of insurable income for benefit purposes and is not pensionable.*

Northern Travel Allowances

Northern Travel Allowances continue to apply in accordance with existing collective agreement provisions and school division practices.

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

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. 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 / or,
 - 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 #5

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 of LOU #9); 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 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 Article 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 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 1 and February 1.*

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 were 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.*