COLLECTIVE AGREEMENT

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

BETWEEN

THE BOARD OF TRUSTEES OF EDMONTON 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 of October 2025 between The Board of Trustees of Edmonton School Division ("School Division") and The Alberta Teachers' Association ("Association").

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

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

DEFINITIONS

For the purposes of this agreement:

(a) "Benefits" shall mean the School Division's portion of group insurance premiums.

(b) "School Division Cost" for a teacher shall mean applicable salary and benefits as well as the School Division's obligation for holiday pay, vacation pay and the School Division portion of legislated programs such as Employment Insurance (EI) and the Canada Pension Plan (CPP).

(c) "Local" shall mean the Edmonton Public Teachers Local 37 of The Alberta Teachers' Association.

(d) "Natural Break" means Christmas Break, Spring Break, Summer Break, other breaks of four (4) or more weekdays, semester changes at high schools, and any other time approved by the School Division.

(e) "Salary" shall mean, unless otherwise specified, applicable salaries and allowances specified under clauses 3.2, 3.6.2, 4, and 5 inclusive.

(f) "School Year" shall mean the period beginning on the first day of operation and ending on the day prior to the first day of operation in the following year.

(g) "Substitute Teachers" are teachers employed on a day-to-day basis and placed on a list of active substitute teachers.

1. APPLICATION/SCOPE

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

1.2. Excluded Positions

1.2.1. Superintendent of Schools

1.2.2. Assistant Superintendents

1.2.3. Managing Directors

1.2.4. Directors

1.2.5. Supervisors of Personnel

Notwithstanding 1.1, this agreement shall not apply to persons teaching at the School Division's summer school, night classes or tutorial classes except as provided in clause 3.6.3. These staff shall only have access to article 15 (Grievance Procedure) for issues arising out of clause 3.6.3.

1.3. All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.

1.4. The Association is the bargaining agent for each bargaining unit and:

1.4.1. has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and

1.4.2. has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms and to bind the teachers by a collective agreement.

1.5. Role of TEBA

1.5.1. For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the School Divisions and to bind the School Divisions in any agreement with respect to central terms.

1.5.2. Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.

1.5.3. For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.

1.6. The School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.

1.7. Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.

1.8. This collective agreement cancels all former collective agreements and all provisions appended thereto.

1.9. This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.

1.10. Structural Provisions

1.10.1. Committees, Pilot Projects

1.10.1.1. The Liaison Committee is intended to serve as a means of communication and collaboration outside the context of collective bargaining. The committee shall consist of:

1. School Division representatives as determined by the Superintendent of Schools, and

2. the Table Officers of Association Local 37 and other Association representatives as determined by the Local.

1.10.1.2. This committee shall meet monthly unless there is mutual agreement to hold an additional meeting or to cancel a meeting. The Superintendent of Schools and President of the Local may, through mutual agreement, establish subcommittees to undertake activities such as research, producing reports, and providing feedback. A report of activities and discussion may be compiled annually and provided to the President of the Local and the Superintendent of Schools.

1.10.2. Association Use of School Division Facilities and Distribution

Edmonton Public Teachers' Local 37 will be provided access to school division email up to once per month for the purpose of communicating with its members. The primary objective of this is to advise members of upcoming Association communication that will be shared via their personal email. Communications require prior approval from the Chief Human Resources Officer or designate, who will respond within five (5) business days.

1.11. All provisions of this collective agreement shall be read to be gender neutral.

1.12. Association and TEBA Labour Relations Committee

1.12.1. Scope

TEBA and the Association agree to form a committee for the ongoing discussion of the central settlement and associated labour relations matters. This committee will be available to:

a) *Assist in resolving differences arising from the local bargaining process where the parties to the collective agreement disagree about whether a particular matter is a central or local matter;*

b) *Clarify the understanding of the Association and TEBA regarding central table provisions;*

c) *Assist in resolving differences arising from legislative changes or labour relations issues that may have an effect on central provisions, and,*

d) *Advise on the production and revision of collective agreements.*

1.12.2. Structure

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

b) *The Association and TEBA shall each bear the cost of their participation in this committee.*

c) *The Association and TEBA will each appoint three (3) representatives to the committee.*

d) *The committee will be chaired jointly.*

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

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

2. TERM

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

2.2. List Bargaining

2.2.1. Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.

2.2.2. If agreement is not reached, the matter shall be determined by arbitration under PECBA.

2.3. Central Matters Bargaining

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

2.3.2. A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.

2.4. Local Bargaining

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

2.4.2. A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.

2.5. Bridging

2.5.1. Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until

a) a new collective agreement is concluded, or

b) a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.

2.5.2. If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.

2.6. Meet and Exchange

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

2.6.2. For local table bargaining, representatives of the Association and a School Division shall meet and commence collective bargaining not

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

2.7. Opening with Mutual Agreement

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

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

2.8. Provision of Information

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

2.8.1.1. name;

2.8.1.2. certificate number;

2.8.1.3. home address;

2.8.1.4. personal home phone number;

2.8.1.5. the name of their school or other location where employed;

2.8.1.6. contract type;

2.8.1.7. full-time equivalency (FTE); and

2.8.1.8. salary grid placement;

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

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

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

and as required by Election of Union Dues Regulation. Such information shall be provided to the Association within ten (10) operational days of the teacher returning or gaining employment with the School Division.

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

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

2.8.2.2. Most recent School Division financial statements;

2.8.2.3. Total benefit premium cost;

2.8.2.4. Total substitute teacher cost;

2.8.2.5. Current benefit premium rates;

2.8.2.6 Total principal/vice-principal/assistant principal allowance cost;

2.8.2.7. Total other allowance cost; and

2.8.2.8. Notwithstanding the timeline set out in clause 2.8.2, the full-time assignable hours for a typical full-time teacher for each school shall be provided no later than October 31.

3. SALARY

3.1. *Salary Pay Date/Schedule*

3.1.1. The School Division shall pay by electronic deposit to the financial institution of each teacher's choice, taking into consideration any necessary adjustments:

a) one-twelfth (1/12) of annual salary by the last banking day of each month except for December and August.

b) the December payment date is the last operational day prior to the Winter Break.

c) the August payment date is August 15 or the next banking day following August 15, if August 15 is not a banking day.

3.1.2. A teacher may request in writing that the School Division, through payroll deductions, make electronic RRSP deposits to the financial institution of the teacher's choice, in the amount specified by the teacher.

3.1.3. Administrators', supervisors' and specialists' allowances shall be paid from the date the respective responsibility is assumed and shall be

discontinued from the date the responsibility is terminated. However, clause 4.3 applies.

3.1.4. The School Division shall ensure that the pensionable service of teachers is not negatively impacted by transferring to and from schools with modified calendars. Upon request, a teacher newly appointed to the School Division and assigned to a school with a modified calendar shall receive an advance repayable over the term of the teacher's contract or the school year, whichever is shorter, or other mutually agreed upon arrangements between the teacher and the School Division.

3.2. Grid

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

	CATEGORY		
	FOUR YEARS TEACHER EDUCATION	***FIVE YEARS TEACHER EDUCATION***	***SIX YEARS TEACHER EDUCATION***
0	*$63,456*	*$67,090*	*$71,200*
1	*$67,074*	*$70,708*	*$74,819*
2	*$70,692*	*$74,328*	*$78,438*
3	*$74,309*	*$77,946*	*$82,055*
4	*$77,929*	*$81,566*	*$85,673*
5	*$81,548*	*$85,185*	*$89,293*
6	*$85,166*	*$88,803*	*$92,911*
7	*$88,783*	*$92,420*	*$96,527*
8	*$92,402*	*$96,038*	*$100,146*
9	*$96,021*	*$99,658*	*$103,766*
10	*$100,401*	*$104,039*	*$108,146*

Effective September 1, 2025 (3% increase)

	CATEGORY		
	FOUR YEARS TEACHER EDUCATION	***FIVE YEARS TEACHER EDUCATION***	***SIX YEARS TEACHER EDUCATION***
0	*$65,360*	*$69,103*	*$73,336*
1	*$69,086*	*$72,829*	*$77,064*
2	*$72,813*	*$76,558*	*$80,791*
3	*$76,538*	*$80,284*	*$84,517*
4	*$80,267*	*$84,013*	*$88,243*
5	*$83,994*	*$87,741*	*$91,972*
6	*$87,721*	*$91,467*	*$95,698*
7	*$91,446*	*$95,193*	*$99,423*
8	*$95,174*	*$98,919*	*$103,150*
9	*$98,902*	*$102,648*	*$106,879*
10	*$103,413*	*$107,160*	*$111,390*

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

	CATEGORY		
	FOUR YEARS TEACHER EDUCATION	FIVE YEARS TEACHER EDUCATION	SIX YEARS TEACHER EDUCATION
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)

	CATEGORY		
	FOUR YEARS TEACHER EDUCATION	FIVE YEARS TEACHER EDUCATION	SIX YEARS TEACHER EDUCATION
0	$70,916	$74,477	$78,583
1	$75,327	$78,963	$83,078
2	$79,736	$83,443	$87,573
3	$84,148	$87,926	$92,070
4	$88,555	$92,404	$96,563
5	$92,969	$96,886	$101,056
6	$97,377	$101,367	$105,550
7	$101,790	$105,849	$110,044
8	$106,201	$110,332	$114,539
9	$110,611	$114,811	$119,033

3.2.2. New Appointees

3.2.2.1. A teacher may be placed at one (1) or more steps on the salary grid higher than that provided for under teaching experience when the teacher is engaged by the School Division for the purpose of filling:

a) a specialized teaching position and/or supervisory position.

b) a teaching and/or supervisory position which, in addition to an Alberta Teacher Certificate, requires a special license or certificate, the training for which is not recognized by The Alberta Teachers' Association Teacher Qualifications Service (TQS).

The grid salary so determined shall not exceed the maximum provided for the appropriate year of teacher education.

3.2.2.2. Prior to the engagement of a teacher in accordance with clause 3.2.3.1, the School Division shall notify the Association of its intention, give the Association one (1) week to respond, and promptly notify the Executive Staff Officer of the Local when the appointment has been made.

3.3. Education

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

3.3.2. For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualifications Service, the teacher will be placed at four years education.

3.3.2.1. If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the commencement of employment.

3.3.2.2. If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted retroactive to the month following such submission.

3.3.3. Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualifications Service to the School Division within (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 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 School Division.

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

3.4.3. A teacher shall be granted only one (1) experience increment during any one (1) school year.

3.4.4. Uncredited experience shall be carried over for the calculation of experience increments.

3.4.5. The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.

Prior Experience

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

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

b) If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.

c) If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.

3.4.7. The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.

3.4.8. A teacher requesting that the School Division recognize experience earned with a previous School Division shall provide to the School

Division written confirmation from the previous School Division certifying:

a) The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;

b) The position held while earning the experience was one that required a valid teaching certificate; and,

c) The written confirmation is signed by an authorized officer of the previous School Division.

3.4.9. The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous School Division.

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

3.5. Special Considerations for Other Education and Experience

3.5.1. In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the School Division shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a requirement of their teaching assignment.

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

3.5.1.2. This evaluation shall be conducted when a teacher is hired to teach a Career and Technology Studies/Foundations (CTS/CTF) or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.

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

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

3.5.3. Such recognition for teacher education purposes will no longer be recognized if the teacher, at their request, no longer provides instruction in a CTS/CTF course where the course curriculum requires the teacher to have technical trade qualifications.

3.6. Other Rates of Pay Provisions

3.6.1. ***Work During Holiday Periods***

3.6.1.1. With the exception of school administrators, a teacher covered by this collective agreement who agrees to render services during the summer, Christmas, spring recess periods or other natural breaks at the request of the Superintendent of Schools, shall be paid 1/400 of total annual salary for each half-day of work, or may choose an equal number of days in lieu of payment. Such days will be taken at a time suitable to the teacher, subject to approval of the Superintendent of Schools, having regard to all the circumstances and the interest of the School Division.

3.6.1.2. Days in lieu earned under the provisions of clause 3.6.1.1 must be taken by June 30 of the school year following the one in which they were earned. Days in lieu not taken by this date shall be paid out by September 30 of the subsequent school year at a rate of 1/400 of the teacher's total annual salary for each one-half (½) day of work.

3.6.1.3. Clause 3.6.1.1 shall apply to school administrators, in circumstances deemed by the Superintendent of Schools to be beyond the proper operational parameters of their schools.

3.6.1.4. Teachers who, with the approval of the Superintendent of Schools, undertake and complete discrete projects will be paid the sum of money assigned to the project for teacher services.

3.6.1.5. Principals will receive three days in lieu for work completed during the summer recess to prepare for school start-up. This includes activities such as, but not exclusive to, those required to prepare for operations, teaching and learning, welcoming students, and attendance at August Division Leadership Meeting (DLM). Payment for days in lieu not used will be made as defined in 3.6.1.2.

3.6.2. **Teachers Assigned to Multiple Locations**

3.6.2.1. A teacher whose assignment requires travel between buildings separated by at least one (1.0) kilometre shall be paid an annual allowance as follows:

September 1, 2024—$1,545.62

September 1, 2025—$1,591.99

September 1, 2026—$1,639.75

September 1, 2027—$1,688.94

3.6.2.2. If a teacher is regularly scheduled to teach in more than two (2) buildings in a single day, there shall be an additional allowance as follows:

September 1, 2024—$1,545.62

September 1, 2025—$1,591.99

September 1, 2026—$1,639.75

September 1, 2027—$1,688.94

3.6.2.3. Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

3.6.3. Teachers Providing Off-Schedule Instruction

3.6.3.1. Off-Schedule Instruction includes any credit programs offered outside of the regular school day timetable.

A teacher employed on an hourly basis to provide instruction in any of the Division's Off-Schedule courses shall be paid at a rate inclusive of general holiday and vacation pay of:

September 1, 2024—$70.89

September 1, 2025—$73.02

September 1, 2026—$75.21

September 1, 2027—$77.47

Increases to this rate of pay will be consistent with the date and amount of increases to the salary grid in clause 3.2.

3.6.3.2. Work Experience and/or Registered Apprenticeship Program Coordinator

September 1, 2024—$3,383.75

September 1, 2025—$3,485.26

September 1, 2026—$3,589.82

September 1, 2027—$3,697.51

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations/Positions

4.1.1. The School Division may create new classes of designations in respect to teachers covered by this agreement. Nevertheless, the salaries and allowances for such new classifications shall be arrived at by consultation with the Association before initially advertising positions or designating teachers within the new classifications.

4.2. Administration Allowances

A teacher is eligible to receive only one (1) allowance with the exception of work experience coordinator and/or registered apprenticeship coordinator or a teacher assigned to multiple locations. It is understood that in the application of this clause, no teacher shall be assigned the duties of, or be paid the accompanying allowances for more than two (2) designations.

In addition to the grid salary, there shall be paid the following annual allowances to designated personnel in the school system. All such allowances shall be pro-rated for teachers employed less than full-time with the School Division.

4.2.1. Principals shall receive a minimum allowance of $25,000 annually, prorated based on FTE.

4.2.1.1. The formula to be used in computing the principal's allowance for each school will be as follows:

	September 1, 2024
MINIMUM	*$26,791.18+$19.12 (P-300)*
MAXIMUM	*$41,827.04*
	September 1, 2025
MINIMUM	*$27,594.92+$19.69 (P-300)*
MAXIMUM	*$43,081.85*
	September 1, 2026
MINIMUM	*$28,422.77+$20.28 (P-300)*
MAXIMUM	*$44,374.31*
	September 1, 2027
MINIMUM	*$29,275.45+$20.89 (P-300)*

MAXIMUM	*$45,705.54*

4.2.1.2. Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

4.2.1.3. For the purpose of this clause, "P" shall be defined as the sum of the per pupil allocation, based on the September 30 enrolment count for the school, divided by the basic allocation for a full-time regular elementary student.

4.2.1.4. Upon request by the Executive Staff Officer of the Local, the School Division shall provide the following for each school: a) the value of P and b) the September 30 student enrolment count.

4.2.1.5. Principals in non-school administrative assignments shall be paid an allowance calculated on the basis of a 500 full-time regular elementary student count. However, clause 4.3.2 applies.

4.2.2. Assistant Principals

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

4.2.2.2. Teachers who are designated as assistant principals shall be paid 50 per cent of the principal's allowance.

4.2.2.3. Teachers who are designated as assistant principals in non-school administrative assignments will be paid 50 per cent of an allowance calculated on the basis of a 500 full-time regular elementary student count. However, clause 4.3.2 applies.

4.2.3. Curriculum Coordinators and Department Heads

4.2.3.1. September 1, 2024—$8,049.65

September 1, 2025—$8,291.14

September 1, 2026—$8,539.87

September 1, 2027—$8,796.07

4.2.3.2. Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

4.2.4. Assistant Curriculum Coordinator and Assistant Department Heads

4.2.4.1. September 1, 2024—$5,622.90

September 1, 2025—$5,791.59

September 1, 2026—$5,965.34

September 1, 2027—$6,144.30

4.2.4.2. Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

4.2.5. Teacher Consultants

4.2.5.1. September 1, 2024—$8,050.34

September 1, 2025—$8,291.85

September 1, 2026—$8,540.61

September 1, 2027—$8,796.83

4.2.5.2. Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

4.3. Red Circling

4.3.1. A teacher in receipt of an allowance under clauses 4.2.3, 4.2.4, 4.2.5 and 4.6 shall, following three (3) consecutive years in the designation and upon acceptance of another position in the collective agreement, retain the same salary for a period of two (2) years, or until the salary of the new position exceeds the amount of the retained salary, whichever occurs first.

4.3.2. The salary of a principal or assistant principal shall:

4.3.2.1. upon acceptance of a position at a school with a smaller administrative allowance or upon termination of designation and acceptance of another position in the collective agreement, remain the same for a period of two (2) years (inclusive of any leaves of absence), or until the salary of the new position exceeds the amount of the retained salary, whichever occurs first, and

4.3.2.2. not be reduced because of declining enrolments to an amount less than the salary to which the individual was entitled by the formula or schedule in the preceding school year.

4.4. Acting/Surrogate Administrators—Compensation

4.4.1. A teacher not in receipt of an allowance listed in the preceding clauses shall receive 1/400 of the principal's allowance for each half (1/2) day they are appointed as the principal designate.

4.4.2. In the event that any incumbent of an administrative position in a school is absent from duty for a period in excess of five (5) consecutive teaching days, another administrator, supervisor or teacher shall assume the responsibility and be paid the allowance of the administrative position the teacher temporarily occupies, commencing with the sixth day. When an assistant principal assumes the responsibility of the principal in the same school in accordance with the above procedure, another teacher shall immediately assume the responsibilities and be paid the allowance of the assistant principal.

4.4.3. In a school where there is no assistant principal, a teacher shall be named to carry out administrative duties during any absence of the principal.

4.4.3.1. The principal may, for the school year, designate up to two (2) teachers who are not in receipt of any other allowances to serve for the school year as surrogate principal during the principal's absence.

4.4.3.2. There shall be a surrogate principal's annual allowance of:
September 1, 2024—$1,607.30

September 1, 2025—$1,655.52

September 1, 2026—$1,705.19

September 1, 2027—$1,756.35

4.4.3.3. Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

Payments under this clause will be made annually by the last banking day of June.

4.5. Teachers with Principal and Assistant / Vice-Principal Designations

4.5.1. A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.

4.5.2. Any current principal who has had a term contract(s) for a term(s) of a total of less than five 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 School Division must decide by January 1, 2024, whether or not the designation will continue in the 2023/24 school year, and if it continues, it is deemed to be a continuing designation.

4.5.5. For any current assistant or vice-principal who is on a term contract(s) for a period of five years or more as of September 1, 2023, the 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. Salaries for Designated Positions (12-months)

Teachers in the following positions shall work a 12-month year with six (6) weeks' vacation and receive the following annual salaries.

4.6.1.1. Directors receive a salary equal to the maximum principal allowance provided for in clause 4.2.1 plus the maximum salary for six years provided for in the salary grid in clause 3.2.

September 1, 2024—$149,973.04

September 1, 2025—$154.471.85

September 1, 2026—$159,940.31

September 1, 2027—$164,738.54

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

4.6.1.2. Supervisors receive a salary equal to 90 per cent of a Director's salary.

September 1, 2024—$134,975.74

September 1, 2025—$139,024.67

September 1, 2026—$143,946.28

September 1, 2027—$148,264.69

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

4.6.1.3. Twelve Month Consultants receive a salary equal to 90 per cent of a Supervisor's salary.

September 1, 2024—$121,478.16

September 1, 2025—$125,122.20

September 1, 2026—$129,551.65

September 1, 2027—$133,438.22

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

4.6.1.4. Program Coordinators receive a salary equal to a maximum assistant principal's allowance plus the maximum salary provided for on salary grid in clause 3.2.

September 1, 2024—$129,059.52

September 1, 2025—$132,930.93

September 1, 2026—$137,753.16

September 1, 2027—$141,885.77

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

4.7. Other Administrator Conditions

4.7.1. Time for Administration and Supervision

4.7.1.1. Principals, assistant principals and other administrative personnel in each school shall be allowed such time for administration and supervision as the Superintendent of Schools may determine but not less than the following schedules:

4.7.1.2. Elementary Schools

No of Classrooms as of September 30	No of Days Per Week
3–5	½ day
6–7	1 day
8–9	1 ½ days
10–13	2 days
14–16	3 days
17–19	4 days
20–30	5 ½ days
31 and over	6 days

4.7.1.3. Elementary/Junior High Schools

No of Classrooms as of September 30	No of Days Per Week
4-5	1 day
6-7	1 ½ days
8-9	2 days
10-13	2 ½ days
14-16	3 ½ days
17-19	4 ½ days
20-25	5 ½ days
26-32	6 days
33 and over	6 ½ days

4.7.1.4. Senior High Schools

The principals shall be granted full-time for supervision and administration but may elect to teach for a portion of their administrative time. In addition, there shall be granted to each school, supervision and administration time for assistant principals in accordance with the following table:

Size of School as of September 30	No of Periods Based on an Eight Period Day
Over 1500 registrations	50
1300–1499 registrations	45
1100–1299 registrations	40
900–1099 registrations	35
700–899 registrations	30

4.7.2. Provided, always, that the apportionment of the aggregate administrative and supervisory time allotted may be varied at the discretion of the principal with the concurrence of the assistant(s) and the approval of the Superintendent of Schools.

4.7.3. For the purpose of determining number of classrooms in a school, Career and Technology Studies (CTS) labs shall be counted as classrooms.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

5.1.1. Substitute Teachers daily rates of pay will be:

Full Day Rate

5.1.1.1. Effective September 1, 2024, three per cent (3%) increase, the full day substitute teachers' daily rates of pay will be $233.06 plus two per cent (2%) in lieu of benefits of $4.66 for a total of $237.72.

5.1.1.2. Effective September 1, 2025, the full day substitute teachers' rate will be $271 per day plus two per cent (2%) in lieu of benefits of $5.42 for a total of $276.42.

5.1.1.3. Effective September 1, 2026, three per cent (3%) increase, the full day substitute teachers' rate will be $279.13 per day plus two per cent (2%) in lieu of benefits of $5.58 for a total of $284.71.

5.1.1.4. Effective September 1, 2027, three per cent (3%) increase, the full day substitute teachers' rate will be $287.50 per day plus two per cent (2%) in lieu of benefits of $5.75 for a total of $293.25.

5.1.2. ***Effective until August 31, 2025 – Half Daily Rate:***

Effective September 1, 2024, three per cent (3%) increase, the half-day substitute teachers' rates of pay will be $141.12 plus two per cent (2%) in lieu of benefits of $2.82 for a total of $143.94.

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

5.1.2.1. Substitute teachers shall receive pay for partial and extended days in accordance with the following schedule:

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

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

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

5.2. Commencement of Grid Rate

5.2.1. Number of days to go on grid: A substitute teacher who substitutes for the same teacher for a period of more than one (1) consecutive teaching day shall be paid 1/200 of the appropriate grid placement for the substitute teacher from the beginning and during the continuance of such consecutive teaching days.

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

5.3. Other Substitute Teacher Conditions

5.3.1. The School Division may, on application by a substitute teacher, reimburse that teacher for medical expenses resulting from injury on the job.

5.3.2. If a substitute teacher is unable to work as a result of an injury incurred at the workplace, the School Division shall pay the teacher the per diem rate specified in clause 5.1 for a maximum of 20 consecutive teaching days immediately following the injury, provided that the inability to work is verified by a physician chosen or approved by the School Division. It is understood that any related medical expenses incurred by a substitute teacher in accessing the verification by a physician of the School Division's choosing will be paid for by the School Division.

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

6. 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.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier and Premiums

7.1.1. The School Division's contribution to group insurance premiums for teachers employed by the School Division shall be at the rate stipulated in the following table.

Alberta School Employee Benefit Plan	
ASEBP Life Insurance Plan 2	*100%*
ASEBP Accidental Death and Dismemberment Plan 2	*100%*
ASEBP Extended Disability Benefits Plan D	*100%*
ASEBP Dental Care Plan 3 *ASEBP Vision Care Plan 3*	*100%*
ASEBP Extended Health Care Plan 1	*100%*

7.2. Group Benefits Eligibility

7.2.1. Participation in group insurance plans shall be a condition of employment of all new appointees.

7.2.2. Notwithstanding clause 7.2.1, the requirement to participate in either Extended Health Care, Dental Care, or Vision Plan insurance, as a condition of employment, shall be waived for those teachers who already have such group insurance coverage as dependants of their spouses and who therefore elect not to participate. Further, teachers with no dependants other than spouses may elect to take single

coverage in any of Extended Health Care, Dental Care, or Vision Plan insurance plans if their spouses have single coverage in the same or comparable plans.

7.2.3. A teacher employed under a contract which terminates on the date in June that school closes shall have all benefits or pay in lieu of benefits received through this collective agreement extended until the end of the school year as defined.

7.2.4. A teacher who suffers personal injury arising out of and in the course of employment and who incurs medical expenses not covered in group insurance plans sponsored by the School Division or covered by other government agencies shall be entitled to reimbursement for such reasonable expenses upon presentation of receipt for bills paid. Notwithstanding the above, the School Division shall not be liable for payment of costs beyond the period of one (1) year from the date of the accident that caused the injury.

7.3. Health Spending Account and Wellness Spending Account

7.3.1. The School Division shall provide a Health Spending Account/ Wellness Spending Account (HSA/WSA) to all eligible teachers.

The School Division will contribute annually an amount of $750 for each 1. 0 FTE teacher. This contribution shall be prorated for teachers employed less than full-time with the School Division. The unused balance will be carried forward for a total accumulation of two years. Teachers leaving the employ of the School Division will forfeit any remaining balance.

7.3.2. Effective September 1, 2022, notwithstanding the amount of the Health Spending Account as listed in collective agreements, the maximum allowed HSA/WSA credit contributions per school year shall be $900. Teachers with HSA/WSA balances greater than $900 shall be allowed to carry forward any current unused balance to the extent permitted by the CRA.

7.4. Other Group Benefits including Payroll Savings *and RRSP*

7.4.1. Benefits for Retirees on Contract

7.4.1.1. Notwithstanding the above, for teachers who are in receipt of and Alberta Teachers' Retirement Fund pension who are employed under a contract and are not eligible to enrol in Alberta School Employee Benefit Plan (ASEBP), the School Division shall pay to each teacher the equivalent amount they would have contributed had the teacher participated in all plans.

7.5. Other

7.5.1. The teachers covered by this collective agreement waive any claims to rebates under the provisions of the *Employment Insurance Act*.

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

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

8.1.2. Teacher assignable time is capped at 1,200 hours per school year.

8.2. Assignable Time Definition

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

a) operational days (including teachers' convention)

b) instruction

c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks

d) parent teacher interviews and meetings

e) School Division and school directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3

f) staff meetings

g) time assigned before and at the end of the school day

h) other activities that are specified by the School Division to occur at a particular time and place within a reasonable workday.

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

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

a) the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).

b) the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.

c) the time is spent traveling to and from the teacher's annual convention.

8.3. Duty Free Lunch

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

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

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

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

8.4. Other Conditions of Practice

8.4.1. Teachers have the right to assist in determining the grouping of students for instructional purposes and in determining instructional duties and other duties in accordance with School Division policies and the terms of this agreement. It is the responsibility of each teacher to provide such instruction and perform such duties as assigned by the principal.

8.4.2. Parent/teacher conferences, unless otherwise agreed to by the teacher, will be scheduled on operational days, excluding Fridays, in a way that will:

8.4.2.1. recognize the teacher's total workload, including assigned duties and other professional responsibilities,

8.4.2.2. accommodate the reasonable requests of parents, and

8.4.2.3. provide a reasonable workday for teachers.

8.4.3. The instruction of a single junior high school class in a given course by two (2) or more teachers will occur only with the concurrence of the teachers involved.

8.4.4. A teacher who believes that the instructional groupings or assigned duties are unreasonable may request a review by the Superintendent of Schools. In such a case, the Superintendent of Schools shall promptly cause an investigation to be made and, on the basis of such investigation, shall promptly determine whether or not the assignment is reasonable. The reasons for the determination shall be promptly provided in writing to the teacher.

9. PROFESSIONAL DEVELOPMENT

9.1. Teacher Professional Growth Plan

9.1.1. Teacher Professional Growth Plans will consider but will not be required to include the School Division's goals.

9.1.2. The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.

9.1.3. School Divisions and/or schools are not restricted in developing their own staff development plan in which the School Division and/or school may require teachers to participate.

9.2. Professional Development Funds

9.2.1. Teachers may apply and be considered for support under both clauses 9.2.2 and 9.2.6.

9.2.2. Leave for professional improvement may be granted for a school year or portion thereof, upon application, to a teacher:

9.2.2.1. with three (3) or more years of service with this School Division, with one (1) experience increment but without salary or benefits,

9.2.2.2. with four (4) or more years of service with this School Division, with one (1) experience increment, benefits and an annual allowance, calculated at the time the leave commences, that is equal to the first step on the grid for category of teacher education,

9.2.2.3. with five (5) or more years of service with this School Division, with one (1) experience increment, benefits and an annual allowance, calculated at the time the leave commences, which is the greater of two-thirds (2/3) of total salary or the minimum total salary for category of teacher education.

9.2.3. The distribution of such leaves in 9.2.2.1, 9.2.2.2, and 9.2.2.3 will not exceed one-half (½) of one (1) per cent of the teaching staff in respect to any one of the categories.

9.2.4. The annual allowance or prorated portion thereof will be paid in equal monthly instalments over the period of the leave commencing on the last day of the first full calendar month of the leave, or at the teacher's request, another mutually agreed upon arrangement between the teacher and the School Division.

9.2.5. Not more than one (1) experience increment can be credited while on leave or extended leave.

9.2.6. Teachers granted leave under clauses 9.2.2.2 or 9.2.2.3 shall:

9.2.6.1. if the teachers are not in receipt of an allowance under clauses 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5 or 4.6 of this agreement, be considered during the period of leave as continuing members of the schools to which they were assigned when the leave was granted, or

9.2.6.2. if the teachers are in receipt of an allowance under clauses 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, or 4.6 for designations which continue from year to year, be granted such leaves from designation but not location.

9.2.7. Tuition support for professional improvement may be granted, upon application, to a teacher on continuing contract and with two (2) more years of service with this School Division.

9.2.8. The School Division will grant leaves, after reviewing the foregoing applications for leave and tuition support, to a maximum of three-quarters (¾) of one (1) per cent of the annual grid and allowance cost, calculated as of the preceding November 30. The School Division will determine both the number and the persons to be granted leave and tuition support after considering the seniority of each applicant and the interests of the school system. The maximum percentage for tuition support will be 60 per cent.

9.2.9. The selection criteria and procedures established by the School Division, in consultation with the Local, will be published and distributed to teachers two months prior to the deadline for receipt of applications for leaves for professional improvement and tuition support. Subsequent selection shall be made in accordance with such criteria. From time to time the School Division may, in consultation with the Local, adjust the two-month requirement for publication and distribution.

9.2.10. In addition to professional improvement leave and tuition support provided under foregoing clauses, schools and decision units may finance the costs of short-term professional improvement activities for individual teachers. These costs may include travel and living allowances and the cost of substitute teachers so that individual

teachers can participate in conferences, seminars and visits to other educational jurisdictions without loss of salary.

9.2.11. Each school may be granted a maximum of two (2) professional development days per school year for such activities as local professional development, in-service program planning, and budgeting.

10. SICK LEAVE

10.1. Sick leave with salary and benefits will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of medical disability.

10.2. A teacher on interim or probationary contract shall be provided 20 working days of sick leave entitlement.

10.3. A teacher employed on a temporary contract shall have such sick leave entitlement equivalent to the number of days taught in the school year divided by nine (9).

10.4. A teacher on continuing contract shall be provided 90 calendar days of sick leave entitlement.

10.5. After 90 calendar days of continuous absence due to medical disability, no further salary or benefits will be paid except for the following circumstances:

10.5.1. a teacher in receipt of payment under extended disability insurance shall be entitled to the School Division portion of insurance premiums;

10.5.2. a teacher who no longer qualifies for extended disability insurance and is unable to resume their duties due to medical disability shall be entitled to the School Division portion of insurance premiums for a period of 90 calendar days following the termination of extended disability insurance payments.

10.6. A teacher who has been absent for the above reasons and returns to regular duties shall have the 90-calendar day sick leave entitlement reinstated. However, in instances where the teacher has been continuously absent for a period of 60 or more calendar days, reinstatement of the sick leave entitlement shall be made contingent on the teacher providing a medical certificate, signed by a medical practitioner, approved or selected by the School Division, prior to the date of return, verifying that the teacher is able to return to work on a continuing basis.

10.7. In order to qualify for payment of sick leave:

10.7.1. when the sick leave is for a period of three (3) days or less, a teacher shall provide, on a form to be supplied by the School Division, a declaration as to the reason for the absence under article 10, or

10.7.2. when the sick leave is for a period in excess of three (3) consecutive teaching days, a teacher shall provide, upon the request of the Superintendent of Schools, a certificate signed by a medical practitioner indicating that the absence was necessitated by medical disability.

10.8. The School Division shall be entitled to require of a teacher but at no cost to the teacher, a medical examination by a medical practitioner or dentist selected by the School Division. Such an examination, where practical, will occur on an operational day. The School Division shall ensure that the medical practitioner or dentist is requested to provide a copy of any resultant report to the teacher.

10.9. Teachers unable to carry on their duties on account of illness or any other cause shall give at least one (1) hour notice to Human Resources before school assembles so that substitute teachers may be obtained. Before returning to duty, the absentee teacher shall also notify Human Resources of such intended return. If returning for the morning session, the notification must be given at least one (1) hour before school opening, and for the afternoon session, two (2) hours before classes assemble. If a teacher fails to observe this requirement, the Superintendent of Schools may, after investigating the circumstances, charge the teacher one-half (½) day's rate of pay of a substitute teacher (as per clause 5.1) if one was provided.

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

11.1.1. Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.

11.1.2. Maternity leave shall be without pay and benefits except as provided in clause 11.3.

11.1.3. A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.

11.1.4. The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.

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

11.2. Parental Leave

11.2.1. Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up

to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.

11.2.2. Parental leave shall be without pay and benefits except as provided in clause 11.3.

11.2.3. The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.

11.2.4. The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.

11.2.5. Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this collective agreement, the teacher will be provided with an alternative position of a comparable nature.

11.2.6. If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.

11.2.7. Following parental leave, the teacher shall, upon request, be granted leave in accordance with clause 14.1.1 and 14.1.2.4 to:

1. a natural break in the school year,
2. the end of the school year in which the leave commenced,
3. a natural break in the next school year,
4. the end of that school year, or
5. any other time approved by the Board.

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

11.3.1. The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent 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 School Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA/WSA amounts specified in article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.

11.3.5. The School Division shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The HSA/WSA will remain active for the duration of parental leave but no further credits will be contributed to the HSA/WSA during this time.

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

11.4.1. Teachers may prepay or repay benefit premiums payable during the duration of parental leave.

11.4.2. Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.

11.4.3. Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.

11.4.4. A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.

11.4.5. If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums and shall reimburse the School Division upon receipt of an invoice.

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

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

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

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

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

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

13. ASSOCIATION LEAVE AND SECONDMENT

13.1. The parties acknowledge the importance of working collaboratively when arranging for mandatory or discretionary leaves and secondments in this article by providing advance notice when possible and committing to making best efforts in resolving challenges.

13.2. A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.

13.3. Upon written request to the superintendent or designate, the School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per clause 13.2. Such leaves will not be unreasonably denied.

13.4. Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.

13.5. During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on the teacher's behalf while on secondment under this clause.

14. OTHER LEAVES

14.1. General Leaves of Absence

14.1.1. Reasonable requests for leave and for extensions to a leave will be granted by the Superintendent of Schools, having regard to all of the circumstances and the interests of the school and School Division. Such leaves and extensions may be for any purpose, including those purposes dealt with elsewhere in this agreement.

14.1.2. Leave granted under clause 14.1.1 will be:

14.1.2.1. with salary and benefits, or

14.1.2.2. with salary and benefits less the rate of pay of a substitute teacher whether or not a substitute teacher is required, or

14.1.2.3. without salary but with benefits, or

14.1.2.4. without salary or benefits

14.1.3. Upon return to regular duty, the teacher may be required by the Superintendent of Schools to furnish evidence of compliance with the terms of the agreement under which the leave was granted. Failure to provide this information shall entitle the School Division to be reimbursed for the salary or allowance paid.

14.1.3.1. A teacher granted a leave of absence for a school year under clause 14.1.1 will, by March 15 of that year, notify the Superintendent of Schools of the teacher's intentions for the following school year.

14.1.3.2. A teacher who does not respond by that date will be sent a letter by registered mail to an address agreed upon by the teacher and the School Division at the commencement of the leave indicating that the teacher must, within 60 days of the date the letter is mailed, advise the Superintendent of Schools whether or not the teacher will be returning to duty at the beginning of the following school year. Copies of the registered letters will be sent forthwith to the Executive Staff Officer of the Local.

14.1.4. If a teacher does not respond within the 60-day limit, that teacher's contract of employment will be deemed to be terminated by mutual consent.

14.2. Family Illness and Bereavement Leave

14.2.1. Leave necessitated by the critical illness or the death of a spouse, child, parent, brother, brother-in-law, sister, sister-in-law, parent of spouse, son-in-law, daughter-in-law, grandparents, grandchildren, or a member of the teacher's household, shall be granted by the Superintendent of Schools with salary and benefits:

14.2.1.1. up to and including five (5) operational days for critical illness;

14.2.1.2. up to and including five (5) operational days for death.

14.2.2. Leave granted under clause 14.2.1.1 will terminate in the event of death of the person identified in clause 14.2.1 and the teacher will be eligible for leave under clause 14.2.1.2. Leaves referred to in clause 14.2.1.2 shall generally be taken within a two (2) week period of the actual occurrence of the death but can be taken within one (1) year of the actual occurrence of death.

14.2.3. Before payment is made for leave under clause 14.2.1.1, the Superintendent of Schools may require a medical certificate stating that critical illness was the reason for the absence.

14.2.4. Leave up to one (1) day necessitated by the death of an individual other than those referred to in clause 14.2.1 shall be granted with salary and benefits.

14.2.5. Leave with pay and benefits up to three (3) days per school year necessitated to provide care for a family member, make arrangements for medical care of a family member, or attend to other legal or business issues necessary for long-term or emergent support of a family member shall be granted by the Superintendent of Schools. Family members include a spouse, parent, spouse's parent, child or a member of the teacher's household.

14.3. Graduation and Convocation Leave

14.3.1. Leave with pay will be granted for:

14.3.1.1. Up to one (1) day to attend convocation from a post-secondary institution for the employee or anyone in their immediate family.

14.3.1.2. One-half (1/2) day to attend the high school graduation of an immediate family member, where the event begins prior to 1700 hours.

14.4. Jury Duty/Court Appearance Leave

14.4.1. Leave of absence without loss of salary and benefits shall be granted

14.4.1.1. for jury duty or any summons related thereto; or

14.4.1.2. to answer a subpoena or summons to attend any court proceeding as a witness in a cause other than the teacher's own. The teacher shall reimburse the School Division an equivalent amount of any witness fee or jury stipend set by the court.

14.5. Leave for Arrival of a Child

14.5.1. A teacher shall be granted a maximum of three (3) operational days of leave with salary and benefits on the occasion of the birth of their child.

These days must be taken within two (2) weeks of:

14.5.1.1. the date of birth; or

14.5.1.2. the day the child is released from the hospital; or

14.5.1.3. the day the mother is released from the hospital.

The teacher may choose to take the days consecutively or separately.

14.5.2. A teacher shall be granted a maximum of three (3) operational days of leave with salary and benefits on the occasion of the arrival of an adopted child.

These days must be taken within two (2) weeks of:

14.5.2.1. the date of placement; or

14.5.2.2. the day the child is released from the hospital.

The teacher may choose to take the days consecutively or separately.

14.6. Deferred Salary Leave

14.6.1. A teacher who is granted leave in accordance with a deferred salary leave plan approved by the School Division, shall, upon return to duties, be entitled to return to the school to which the teacher was assigned when the leave commenced, on the same basis as continuing members of that staff.

14.6.2. Notwithstanding the above, a teacher, in receipt of an allowance under clauses 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5 or 4.6 for designations which continue from year to year, who is granted a leave in accordance with a deferred salary leave plan approved by the School Division, shall be granted such leave from designation but not from location.

15. GRIEVANCE PROCEDURE

15.1. This procedure applies to differences:

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

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

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

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

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

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

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

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

15.4.3. the article(s) of the agreement that are alleged to have been violated; and,

15.4.4. the remedy or correction being sought.

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

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

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

15.6.1. The party initiating a grievance may, at its sole discretion, provide notice of its intent to forego a discussion of the matter at a grievance meeting, and request a formal reply within fifteen (15) operational days.

15.7. The Association will give advance notice to the School Division when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Division portion of statutory benefit contributions, as per clause 13.2. The School Division will give advance notice to the Association when a representative of the Division affected by the grievance is attending a grievance meeting. If the matter involves a grievance by the School Division against a teacher, the School Division shall bear the expense of the teacher's attendance, including any salary and group health benefit contributions, and travel and accommodation costs.

15.8. The party receiving the grievance has fifteen (15) operational days following the grievance meeting in clause 15.6 to formally respond to the grievance.

15.9. If the difference is not resolved through the response in clause 15.8 or if no response is provided, the grieving party may advance the grievance to arbitration by notice to the other party within fifteen (15) operational days.

15.10. Only the School Division and/or the Association may convey a grievance to arbitration.

15.11. The School Division and the Association shall proceed to arbitration by a sole arbitrator. The sole arbitrator must be mutually agreed to by the parties within fifteen (15) operational days of receipt of the arbitration notice, after which either party may request the Director of Mediation Services to appoint a Chair.

15.12. By mutual consent, the parties may agree to convene a three-member arbitration board consisting of a Chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three-member arbitration board, and the nominees shall endeavour to select an independent Chair.

15.12.1. If the parties are unable to select a Chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a Chair.

15.13. Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the Chair.

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

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

15.15.1. the School Division and the Association; and,

15.15.2. teachers covered by the collective agreement who are affected by the award.

15.16. ***TEBA Involvement in Grievance Proceedings***

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

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

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

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

15.16.2.3. Within five (5) operational days of the meeting set out in 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 of Schools or designate and the Coordinator – Teacher Employment Membership Support including the name and contact information of TEBA's representative and legal counsel for the matter.

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

15.17. Optional Mediation Process

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

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

15.17.3. The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and/or materials generated for that purpose are to be considered privileged and are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an Arbitration Board for resolution.

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

15.18. Administration

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

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

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

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

16. EMPLOYMENT

16.1. Discrimination

16.1.1. There shall be no discrimination, harassment, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, ancestry, place of origin, source of income, political or religious beliefs, gender, sexual orientation, family status, marital status, physical disability, mental disability, gender identity, gender expression nor by reason of activity in the Association nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.

16.1.2. Article 16.1 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

16.2. Teacher Discipline

16.2.1. For disciplinary actions that are not regulated by the Education Act, no Teacher, substitute teacher, teacher with a principal or other administrative, supervisory or consultative designation shall be formally disciplined without just cause. Such cause shall be provided to the Teacher in writing within five (5) operational days from when the Teacher is informed of a formal disciplinary action.

16.2.2. Before the imposition of any formal disciplinary action or investigation, the Teacher shall be given particulars of the matter being considered or investigated that may lead to any formal disciplinary action.

16.3. Association Representation

16.3.1. Teachers shall have a right to Association representation during any proceedings and/or any meetings where there is a substantial likelihood that the allegation(s) being investigated or discussed, if substantiated, would lead to formal disciplinary action, except where the Education Act authorizes the School Division to proceed without notice.

16.3.2. Where circumstances permit, the School Division shall schedule a proceeding and/or meeting referred to in 16.3.1 with the Teacher by giving reasonable advance notice which shall not be less than 24 hours, with reasonable consideration for non-operational days. At such proceeding and/or meeting a teacher may be accompanied by a representative of the Association and the Association representative shall have the opportunity to be present and participate fully on behalf of the Teacher.

16.3.3. The School Division shall inform the Teacher prior to such proceeding and/or meeting taking place that a representative of the Association may accompany the Teacher. However, should the Association representative be unavailable in a reasonable amount of time, the School Division shall not be prevented from proceeding with the disciplinary process. The Association shall not withhold or unreasonably delay requested representation.

16.4. Full-Time Teacher Contiguous Timetable

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

16.5. Occupational Health and Safety

16.5.1. The School Division and the Association recognize the importance of promoting a safe and healthy environment for employees.

16.5.2. The School Division and the Association agrees to fulfil its obligation under Alberta's Occupational Health and Safety Act (OHS) and all applicable legislation.

16.5.3. The School Division recognizes that every Teacher has the right to work in an environment free from harassment, violence and threats of violence. The Board shall take every reasonable precaution for the protection of Teachers from harassment, violence or threats of violence.

16.5.4. Within the obligations to maintain appropriate risk assessment and mitigation processes, teachers ought to be informed of potential risks which may arise from student behaviour challenges they could reasonably anticipate to encounter in the course of their work within the school, and where that risk could expose the teacher to violence or physical injury. Notwithstanding, the School Division and Association acknowledge this commitment is subject to the provisions of the Student Records Regulation.

16.6. Staffing

16.6.1. Both parties to the collective agreement recognize the School Division's responsibility to determine the staffing pattern for the system.

16.6.2. It is also agreed that, to provide an effective educational program, a degree of flexibility to the assignment of the basic classroom staff is required. The amount of flexibility will reflect the financial resources available and the needs of individual schools.

16.6.3. In the event that a reduction in teaching staff is necessary as a result of declining enrolment, the School Division favours the principle of natural attrition to effect this reduction.

16.7. Transfer

16.7.1. A teacher who is transferred from one school to another at the initiative of the School Division shall be given reasons in writing.

16.8. Information and Files

16.8.1. Teachers shall, upon request, be given access to the contents of their employee file.

LETTERS OF UNDERSTANDING—CENTRAL

LETTER OF UNDERSTANDING #1

RECRUITMENT OF TEACHERS TO SUPPORT CLASSROOM COMPLEXITY ISSUES

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

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

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

NOW THEREFORE IT IS COMMITTED THAT:

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

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

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

LETTER OF UNDERSTANDING #2

DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

1. *School divisions and the Association may agree locally to establish pilot projects for distributed education conditions of practice during the term of the agreement. Such projects may include provisions related to:*

    a. *The number of students, credits, courses or subject areas a teacher may be assigned;*

    b. *The amount of course design and development expected of a teacher;*

    c. *Class composition and complexity in the distributed education environment;*

    d. *The amount of non-instructional time that may be assigned to distributed education teachers;*

    e. *Appropriate processes and considerations when students do not complete the attempted course;*

    f. *Processes and timing for enrolling students in courses or programs.*

2. *Where collective agreements already include provisions related to distributed education environment, local pilot projects may temporarily modify existing central terms related to distributed education conditions of practice.*

3. *In any event (with or without mutual agreement to a pilot project), and where requested by the Association or an individual teacher, a school division with a distributed education program shall establish a Distributed Education Collaboration Committee to facilitate ongoing conversations on the above noted elements of a distributed education program.*

LETTER OF UNDERSTANDING #3

TRIAL PROCESS FOR CONCURRENT EXPERIENCE

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

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING #4

EXPERIENCE FORM

The Association and TEBA agree that the following form will be used:

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

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

Teaching Experience Form

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

Uncredited Experience:
(In days, in accordance with clause 3.4.9) _____

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience (Effective September 1, 2019)

Teachers shall:

a) Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,

b) Not gain experience during vacation periods and leaves of absence without salary.

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

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

3.4.3. A teacher shall be granted only one (1) experience increment during any one (1) school year.

3.4.4. Uncredited experience shall be carried over for the calculation of experience increments.

3.4.5. The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.

Prior Experience

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

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

b) If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.

c) If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.

3.4.7. The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.

3.4.8. A teacher requesting that the School Division recognize experience earned with a previous School Division shall provide to the School Division written confirmation from the previous School Division certifying:

a) The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;

b) The position held while earning the experience was one that required a valid teaching certificate; and,

c) The written confirmation is signed by an authorized officer of the previous School Division.

3.4.9. The teacher's initial salary placement, and progression through the salary grid in accordance with this article, shall not be affected by movement between School Divisions covered by PECBA. At the time of movement from another School Division, the receiving School Division shall assume the recognition of experience provided by the previous School Division.

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

LETTERS OF UNDERSTANDING—LOCAL

LETTER OF UNDERSTANDING #5

SCHOOL CALENDAR

The parties agree that ongoing professional development and collaboration for teachers is critical to achieving School Division priorities and plans, school improvement plans and a teacher's individual professional growth plan. The parties also agree support for teaching quality, improvement of student outcomes, the Division's work toward anti-racism, reconciliation and equity, and support for a reasonable workload are important considerations for building a school calendar. The Board of Trustees is responsible for approval of the annual school calendar.

Nothing in this Letter of Understanding is intended to contradict language relating to Teacher Instructional and Assignable Time in the collective agreement.

The parties agree that Edmonton Public Schools will establish a division school calendar in the 2024-25, 2025-26, 2026-27, 2027-28, and 2028-29 school years that meets the following criteria:

a) Classes will begin no earlier than September 1 and end prior to Canada Day, subject to (c) (ii).

b) The Division calendar shall include:
   i. Eight (8) professional development days, subject to (c) (ii).
      - Two (2) days for self-directed teacher collaboration tied to goals set out in their individual professional growth plan
      - Six (6) days for Division, catchment and school professional development
   ii. Two (2) days for Teachers' Convention
   iii. Two (2) days-in-lieu for parent/teacher interviews
   iv. One operational day for opening and one operational day for closing. These days will not be used as professional development days.
   v. School Division-approved non-instructional days to achieve a total of 178 instructional days and meet the parameters as set out by this Letter of Understanding and Alberta Education.

c) The calendar will include a fall break, in accordance with the following.
   i. the fall break will be four (4) weekdays, and where possible in meeting the goals of the calendar and the parameters of Alberta Education, be extended, to a maximum of five (5) weekdays. The break may or may not occur within the same week and will be connected to a weekend;
   ii. in years where the achievement of (c)(i) cannot be achieved within the parameters as set by Alberta Education, and while meeting the other goals of the calendar, the Board of Trustees have the discretion to start classes prior to September 1, decrease the number of professional learning days, and/or run unbalanced semesters to the extent required to achieve the minimum of a four (4) weekday break; and
   iii. if practicable, the Fall Break shall be in November and be connected to Remembrance Day,

d) The calendar shall be balanced between the two semesters to accommodate instructional time at the secondary level, subject to (c) (ii).

e) A teacher must confirm their agreement in writing, prior to assignment, to be timetabled for instructional duties which may vary in the number of hours assigned per semester.

f) Schools may develop and forward an alternative school calendar which does not comply with section a) to the Superintendent of Schools for approval.

The School Division recognizes the importance of teachers engaging in ongoing professional development that considers School Division, school and personal professional goals. The School Division shall ensure that time is dedicated from within the currently allotted professional development days or those times during the school year such as early dismissal days when students are not in attendance, to enable classroom teachers to collaborate with their colleagues in a professional learning community setting to benefit student learning and mitigate teacher workload and to address the goals of their personal Professional Growth Plan.

Teachers who believe that insufficient time has been dedicated to professional development may appeal to the principal, and if necessary, the Superintendent of Schools or their designate.

The established joint committee shall provide input into the division calendar by May 15 of any school year. The committee is comprised of three (3) teachers appointed by the Teacher Welfare Committee and three (3) members appointed by the School Division. Costs of the committee shall be borne by the School Division.

LETTER OF UNDERSTANDING #6

TEACHER DEVELOPMENT FUND

The parties agree that ongoing professional development for teachers is critical to achieving School Division priorities and plans, school improvement plans and teachers' individual professional growth plans.

Edmonton Public Schools commits to continuing a Teacher Development Fund (TDF) to enable teachers or groups of teachers to access funds to support costs incurred in professional development activities or resources related to their individual professional growth plan, including but not limited to: courses, workshops or conferences, online courses and books, interschool visitation, collaboration or practical research, related substitute teacher coverage or any other professional development activities which the teacher believes meet a professional growth need. Teachers will not be required to use private business leave to attend professional development through the TDF.

Edmonton Public Schools will provide an annual amount of $875,000 for the fund.

The annual amount will be provided in two equal instalments to Edmonton Public Teachers' Local 37 of the Association. The first amount will be provided during the first business week of September and the second amount during the first business week in January. Interest earned on the funds held by Edmonton Public Teachers' Local 37, less associated bank fees, will be reinvested in the fund. If the TDF generates a surplus in a school year, a maximum of 20 per cent of the surplus amount can be reinvested in the fund. Anything beyond 20 per cent is deducted from the subsequent year's allocation.

The parties shall maintain a joint committee to review guidelines for the fund to ensure there is a clear focus on teaching quality and improvement of student outcomes. The committee will be comprised of three (3) teachers appointed by the Teacher Welfare Committee and three (3) members appointed by the School Division.

Edmonton Public Teachers' Local 37 of the Association shall administer and control the distribution of the TDF. Edmonton Public Teachers' Local 37 Treasurer shall provide an annual report to the Superintendent of Schools or delegated authority indicating disbursement of the funds and teacher development priorities. Any teacher or group of teachers may make an application to the Edmonton Public Teachers' Local 37.

LETTER OF UNDERSTANDING #7

NEW TEACHER ORIENTATION

New teachers will be provided with compensation and benefits, if eligible according to ASEBP, for any new teacher orientation sessions attended that are required by the School Division prior to the commencement of the school year. New teachers are those individuals not employed by the School Division as a teacher in the prior school year. In order to receive compensation and benefits, the School Division must have deemed it mandatory for new teachers to attend the session.

Note that compensation would reflect the option of the teacher to access a day in lieu or receive 1/200th of their salary for that day.

LETTER OF UNDERSTANDING #8

NEW SUPPLY (SUBSTITUTE) TEACHERS – PROFESSIONAL DEVELOPMENT PILOT

Each teacher on the supply roster who has worked eighteen (18) equivalent days by the end of semester 1 of each year, and who attends Teachers' Convention, will be paid the supply daily rate under clause 5.1 for each day they attend. The Greater Edmonton Teachers' Convention Association will provide a list of supply teachers in attendance at the convention to the School Division. Supply teachers meeting the above criteria, who are not in a contract where they are paid to attend the Greater Edmonton Teachers' Convention, are eligible to submit an application to the School Division for payment. Applications for payment for attendance at convention by supply teachers will not be accepted after April 15 each year.

For semester two, each teacher on the supply roster will be eligible to receive paid professional development time on the following basis:

- For 10 full days worked, one half-day paid professional learning time;
- For 20 full days worked, one additional half-day paid professional learning time; and
- For 40 full days worked, one additional day of paid professional learning time.

Earned professional learning time in semester 2 will be teacher self-directed learning. Professional development will be done on non-instructional days. Teachers receiving paid professional learning time will complete a Google Form outlining the professional learning activity undertaken and the date.

Payment for semester two will be made in July. Supply staff must be active employees of the School Division on the last instructional day of the school year to receive payment.

Payment will be made at the supply daily rate.

The pilot will commence at the beginning of the next semester following ratification of the Memorandum of Agreement by both parties (January 23, 2024) and run until the end of June 2026. Following the conclusion of the first full school year of the pilot, the Parties will review the impact of the initiative on supply fill rates and access to professional learning for supply staff and identify suggested adjustments.

LETTER OF INTENT #1

EXTRA CURRICULAR ACTIVITIES

With respect to article 8 (Conditions of Practice) of the collective agreement:

The School Division recognizes and values the many volunteer hours that teachers commit to school-related activities beyond their instructional assignments. The parties recognize that teachers make this commitment voluntarily in a spirit of professionalism, and with the desire to contribute to students, families and the life of the school community.

Participation in extracurricular activities occurring on weekends, holidays or in the evenings, is voluntary and at the discretion of the teacher.

Teachers will not be assigned duties on weekends, holidays or unusual hours.

LETTER OF INTENT #2

HEALTH AND WELLNESS COMMITTEE

The parties agree to form a committee that will identify ways to promote a safe and healthy work environment. Such committee shall meet at the request of either Party. The committee shall include representatives from the School Division, The Alberta Teachers' Association and Association Local 37.

LETTER OF INTENT #3

EARLY INTERVENTION PILOT PROGRAM

The parties hereby agree to participate in the Alberta School Employee Benefit Plan's Early Intervention Pilot Program (EIPP). The purpose of the program is to facilitate the teacher's early return to work from illness or injury on a part-time basis. Participation in the EIPP is strictly voluntary on the part of individual teachers.

If a teacher agrees in writing to participate in the EIPP, sick leave days in clauses 10.2 to 10.5 shall be interpreted using a modified formula. Days where the teacher is at work for a full day do not count as a sick day. Days where the teacher is at work for a portion of the day will count as a partial day of sick leave so that the portion of the day worked, and the portion of the day reported as sick leave together equal one full day. Days where the teacher does not work, including days not scheduled for work, count as full sick days.

LETTER OF INTENT #4

PARKING

Teachers choosing to park in a school parking lot will pay no annual fee.