COLLECTIVE AGREEMENT

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

BETWEEN

THE HORIZON SCHOOL DIVISION

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2024 to AUGUST 31, 2028

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LETTERS OF UNDERSTANDING—LOCAL 46

This Collective Agreement is made this 28th of October 2025, between The Horizon School Division ("Employer") and The Alberta Teachers' Association ("Association").

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

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

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

WHEREAS the parties desire that these matters be set forth in a Collective Agreement to govern the terms of employment of the said teachers.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH that in consideration of the premises and the mutual and other covenants herein contained the parties agree as follows:

1. APPLICATION / SCOPE

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

1.2. Excluded Positions

a) Superintendent

b) Deputy Superintendent(s)

c) Associate Superintendent(s)

d) Assistant Superintendent(s)

e) Director(s)

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

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

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

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

1.5. Role of TEBA

1.5.1. For the purpose of bargaining collectively with the Association, TEBA is an 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 Employers and to bind the Employers in any agreement with respect to central terms.

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

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

1.6. The Employer retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.

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

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

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

1.10. All provisions of this Collective Agreement shall be read to be gender neutral.

1.11. Association and TEBA Labour Relations Committee

1.11.1. Scope

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

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

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

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

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

1.11.2. Structure

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

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

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

d) The committee will be chaired jointly.

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

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

2. TERM

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

2.2. List Bargaining

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

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

2.3. Central Matters Bargaining

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

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

2.4. Local Bargaining

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

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

2.5. Bridging

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

a) a new collective agreement is concluded, or

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

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

2.6. Meet and Exchange

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

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

2.7. Opening with Mutual Agreement

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

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

2.8. Provision of Information

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

2.8.1.1. Name;

2.8.1.2. Certificate number;

2.8.1.3. Home address;

2.8.1.4. Personal home phone number;

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

2.8.1.6. Contract type;

2.8.1.7. Full-time equivalency (FTE); and,

2.8.1.8. Salary grid placement.

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

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

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

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

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

2.8.2.2. Most recent Employer financial statements;

2.8.2.3. Total benefit premium cost;

2.8.2.4. Total substitute teacher cost;

2.8.2.5. Current benefit premium rates;

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

2.8.2.7. Total other allowance cost; and

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

3. SALARY

3.1. Salary Pay Date / Schedule

3.1.1. Teachers under contract, except substitutes, shall be paid by the twenty-seventh (27th) day of each month, with the exception of December when the teacher shall be paid on the last teaching Friday.

3.1.2. Payment for substitute teachers shall be available no later than the tenth (10th) day of the month following service rendered.

3.1.3. Payment of allowances shall commence on the effective date of appointment of the principal, vice principal, assistant principal, or designee.

3.2. Grid

3.2.1. The salaries and the terms and conditions of the teachers' employment with the Employer are governed by the provisions of this Collective Agreement and any statutory provision relating thereto.

3.2.2. The following shall determine the placement on the salary schedule.

a) the number of years of teacher education in accordance with clause 3.3.

b) the number of years of teaching experience in accordance with clause 3.4.

3.2.3. The Employer shall pay the teachers monthly one-twelfth (1/12) of the salary in effect for that month as herein set forth and computed. For the purposes of this Collective Agreement, allowances shall be considered to be part of the salary.

3.2.4. Salary Schedules

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

Experience	Cat. 4	Cat. 5	Cat. 6
0	*$63,334*	*$67,034*	*$70,985*
1	*$67,115*	*$70,797*	*$74,733*
2	*$70,914*	*$74,597*	*$78,508*
3	*$74,670*	*$78,372*	*$82,283*
4	*$78,444*	*$82,102*	*$86,019*
5	*$82,195*	*$85,876*	*$89,784*
6	*$85,945*	*$89,639*	*$93,574*
7	*$89,709*	*$93,423*	*$97,348*
8	*$93,491*	*$97,084*	*$101,053*
9	*$97,191*	*$100,860*	*$104,833*
10	*$100,399*	*$104,014*	*$108,065*

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

Experience	Cat. 4	Cat. 5	Cat. 6
0	*$65,234*	*$69,045*	*$73,115*
1	*$69,128*	*$72,921*	*$76,975*
2	*$73,041*	*$76,835*	*$80,863*
3	*$76,910*	*$80,723*	*$84,751*
4	*$80,797*	*$84,565*	*$88,600*
5	*$84,661*	*$88,452*	*$92,478*
6	*$88,523*	*$92,328*	*$96,381*
7	*$92,400*	*$96,226*	*$100,268*
8	*$96,296*	*$99,997*	*$104,085*
9	*$100,107*	*$103,886*	*$107,978*
10	*$103,411*	*$107,134*	*$111,307*

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

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

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

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

3.3. Education

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

3.3.2. For newly employed teachers to the Employer, until such time as the Employer receives satisfactory proof of teacher education or proof of application made to Teacher Qualifications Service, the teacher will be placed at four (4) years education.

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

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

3.3.3. Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualifications Service to the Employer within sixty (60) operational days from the date of completion of education.

3.3.3.1. If proof of teacher education or application is received within sixty (60) operational days, payment shall be made retroactive to the month following such submission.

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

3.4. Experience

Teachers shall:

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

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

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

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

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

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

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

Prior Experience

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

a) Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero (0) years of experience on the salary grid.

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

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

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

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

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

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

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

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

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

3.5. Special Considerations for Other Education and Experience

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

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

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

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

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

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

3.6. Other Allowances

3.6.1. **Teacher Assigned to Multiple Schools Allowance**

3.6.1.1. Any teacher required to teach in more than one (1) school shall receive a travel allowance, paid at the Employer's current per kilometer rate, for such days when the distance traveled between schools exceeds eight (8) kilometers.

3.7. Long Service Incentive

3.7.1. A teacher, upon achieving twenty-five (25) and thirty (30) years of service with the Employer, shall be granted one (1) day leave with pay, to be taken within the school year of achieving their twenty-fifth (25) or thirtieth (30th) year of service. If not used, this day will not be paid out or carried forward to a future school year. Substitute teacher coverage will be provided for this day, if required.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations / Positions

4.1.1. It is the right of the Employer to create and fill principal, vice principal, assistant principal, supervisory, coordinator, and consultative positions provided that the allowances for said positions are included in this Collective Agreement.

4.2. Administration Allowances

4.2.1. Principal Allowance

4.2.1.1. In addition to salary as per the salary schedule in clause 3.2.4, each principal shall receive, monthly, an allowance of one-twelfth (1/12) of the following schedule based on the number of teachers, on October 15th at the principal's school(s), including the principal, vice principal or assistant principal and the Early Childhood Services (ECS) teacher(s).

4.2.1.1.1. Four per cent (4%) of the fourth (4) year minimum for each of the first five (5) teachers,

4.2.1.1.2. Two point zero two per cent (2.02%) of the fourth (4) year minimum for each of the next five (5) teachers,

4.2.1.1.3. One point five-two per cent (1.52%) of the fourth (4) year minimum for each of the next five (5) teachers,

4.2.1.1.4. One point zero one per cent (1.01%) of the fourth (4) year minimum for each remaining teacher.

4.2.1.1.5. For the purposes of this clause, a proportionate allowance shall be paid for part-time teachers.

4.2.1.2. In addition to allowances provided for in clause 4.2.1.1, a principal shall receive the following allowance enhancement as determined by the number of full-time equivalent teachers, on October 15th at the principal's school(s).

#FTE Teachers	Base Enhancement			
	Effective September 1, 2024 (3% increase)	Effective September 1, 2025 (3% increase)	Effective September 1, 2026 (3% increase)	Effective September 1, 2027 (3% increase)
5 teachers or under	$3,012.59	$3,102.97	$3,196.06	$3,291.94
5.01 to 6	$2,679.04	$2,759.41	$2,842.19	$2,927.46
6.01 to 7	$2,343.36	$2,413.66	$2,486.07	$2,560.65
7.01 to 8	$2,008.75	$2,069.01	$2,131.08	$2,195.01
8.01 to 9	$1,675.20	$1,725.46	$1,777.22	$1,830.54
9.01 to 10	$1,339.53	$1,379.72	$1,421.11	$1,463.74
10.01 to 11	$1,003.84	$1,033.96	$1,064.98	$1,096.93
11.01 to 12	$670.29	$690.40	$711.11	$732.44
12.01 to 13	$334.62	$344.66	$355.00	$365.65
Over 13	$-	$-	$-	$-

4.2.1.3. Principals shall receive a minimum allowance of twenty-five thousand dollars ($25,000) annually, prorated based on FTE.

4.2.2. ***Vice Principal and Assistant Principal Allowance***

4.2.2.1. In addition to the teacher's salary in clause 3.2.4, each vice principal shall receive one-half (1/2) the allowance paid to the principal and each assistant principal shall receive one-quarter (1/4) of the allowance paid to the principal.

4.2.2.2. Where the vice principal or assistant principal's function is performed by more than one (1) person the allowance shall be divided equally among those persons.

4.2.2.3. The minimum allowance for vice principal and assistant principal allowance will be adjusted in accordance with current proportionality to the principal allowance.

4.2.3. ***Other Administrative Allowances***

4.2.3.1. In addition to the salary under clause 3.2.4 there shall be paid the following allowances to designated teachers employed by the Employer prorated to the equivalent of time spent in the positions:

Position	Effective September 1, 2024 (3% increase)	Effective September 1, 2025 (3% increase)	Effective September 1, 2026 (3% increase)	Effective September 1, 2027 (3% increase)
Supervisors	*$16,259.20*	*$16,746.98*	*$17,249.39*	*$17,766.87*
Coordinators	*$7,806.22*	*$8,040.41*	*$8,281.62*	*$8,530.07*
Consultants	*$4,001.46*	*$4,121.50*	*$4,245.15*	*$4,372.50*

4.2.4. ***Colony Administrative Allowance***

4.2.4.1. In addition to salary under clause 3.2.4, teachers designated to perform administrative duties in colony schools shall receive an allowance equivalent to two per cent (2%) of the fifth (5) year minimum for each full-time equivalent teacher at the school.

4.2.4.2. The Colony administrative allowance is not subject to the minimum principal's allowance in clause 4.2.1.3.

4.2.5. Teachers receiving allowances pursuant to the previous collective agreement shall continue to receive such allowance for the term of their designation, provided that provision is not made elsewhere in this Collective Agreement for an allowance for the designation.

4.3. Acting / Surrogate Administrators—Compensation

4.3.1. In a school where there is no vice principal or assistant principal, a teacher shall be designated by the Employer to be acting principal in the absence of the principal and shall be paid an amount equivalent to one two-hundredth (1/200) of twenty five per cent (25%) of the principal's allowance for each one-half (1/2) day of the principal's absence.

4.3.2. In a school where the principal and vice principal(s) or assistant principal(s) are absent, a teacher shall be designated by the Employer to be acting principal and shall be paid an amount equivalent to one two-hundredth (1/200) of twenty five per cent (25%) per cent of the principal's allowance for each one-half (1/2) day of absence.

4.3.3. When, in the absence of the principal, the vice principal, assistant principal or any other designee acts in the principal's place for a period of five (5) or more consecutive school days, the vice principal, assistant principal or designee shall receive an allowance of one two-hundredth (1/200) of the principal's allowance as calculated in clause 4.2.1 effective on the fifth (5) day and for every consecutive school day thereafter until the return of the principal.

4.3.4. Absence shall be defined as a principal for clauses 4.3.1 and 4.3.2, a principal and vice principal(s) or assistant principal(s) for clause 4.3.2 who is/are on leave for one of the following leave provisions:

a) Article 10–Sick Leave

b) Article 11–Maternity, Adoption, and Parental Leave

c) Article 12–Private Business/General/Personal Leave

d) Article 13–Association Leave and Secondment

e) Article 14–Other Leaves (critical illness; graduation, convocation and university exam leave; jury duty leave; leave for child's arrival; family medical leave; and annual representative assembly leave).

4.4. Teachers with Principal and Assistant/Vice Principal Designations

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

4.4.2. Any current principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2017, may continue under the term contract until the total number of years designated as a principal is five (5) years.

4.4.3. 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 (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Employer must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.

4.4.4. Any current assistant or vice principal who has had a term contract(s) for a term(s) of a total of less than five (5) 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 (5) years. When the total length of the assistant's or vice principal's designation will be five (5) years between September 1, 2023, and January 1,2024, the Employer must decide by January 1, 2024, whether or not the designation will continue in the 2023-24 school year, and if it continues, it is deemed to be a continuing designation.

4.4.5. For any current assistant or vice principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2023, the Employer may extend the temporary contract for one (1) 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.

4.5. Other Administrator Conditions

4.5.1. The Employer may add vice principal or assistant principal positions at any school, as it deems appropriate.

4.5.2. **Administrator Lieu Days**

4.5.2.1. In recognition of additional days of work above and beyond the school calendar established by the Employer, two (2) lieu days will be provided by the Employer to school-based principals during the school calendar, and one (1) lieu day will be provided to vice/assistant principals during the school year. A lieu day shall not be accumulated or paid out under any circumstance.

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

a) In writing;

b) To the superintendent or designate;

c) Where possible two (2) weeks in advance of the date(s) the principal wishes to use the lieu day;

d) Stating the replacement arrangement to be put in place should the requested day be approved; and

e) The availability of a substitute teacher (if required) at the time of the request.

4.5.2.3. A lieu day shall not be used, except with the superintendent or designate approval, (which will not be unreasonably withheld):

a) In conjunction with any holiday or holiday period exceeding three (3) days, including weekends, or, in the case where a four- (4-) day work week is in place, four (4) days including weekends;

b) During any scheduled Parent-Teacher Interview days;

c) During scheduled professional development days.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

5.1.1. A substitute teacher means a teacher employed on a day-to-day basis.

5.1.2. ***Effective until August 31, 2025 –*** *The following daily rates of pay, will be paid per day to substitute teachers based on the Employer approved School Week / Year Structures:*

5.1.2.1. Effective September 1, 2024, 3% Increase

Schools with a 5.0 day week	*$226.64 plus two per cent (2%) $4.53 in lieu of benefits for a total of **$231.17***
Schools with a 4.5 day week	*5.0 day week x 1.11 = **$256.60***
Schools with a 4.0 day week	*5.0 day week x 1.25 = **$***

5.1.2. ***Effective September 1, 2025 – Full Daily Rate***

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

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

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

5.1.3. ***Effective until August 31, 2025 – Half Daily Rates***

5.1.3.1. In no instance shall a substitute be paid less than one-half (1/2) of the full day rate for an assignment in the morning or afternoon.

5.1.3.2. When the assignment of a substitute teacher includes classes both before and after the noon intermission at the school, the substitute teacher shall be paid the full day rate specified in clause 5.1.2.

5.1.3.3. When the assignment of a substitute teacher is made for a point five (0.5) workday, at a school with a four point five (4.5) day week, the substitute teacher shall be paid one-half (1/2) of the full day rate specified in clause 5.1.2.

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

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

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*

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

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

5.2. Commencement of Grid Rate

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

5.2.2. Notwithstanding clause 5.2.1, a substitute teacher who fills a teaching position for more than four (4) consecutive days and who accepts a contract of employment with the Employer shall be paid effective the first (1) day according to placement on the salary schedule.

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

5.3. Other Substitute Teacher Conditions

5.3.1. ***Substitute Teachers Injury on the Job:*** *Should a substitute teacher be unable to work as a result of an injury sustained while performing their duties for the Employer, the teacher shall be paid an amount of money equal to the per diem rate specified in clause 5.1.2, up to a maximum of five (5) consecutively scheduled teacher days immediately following the injury, provided the inability to work as a result of the injury is verified by a physician chosen or approved by the Employer.*

5.3.2. In the event that a substitute teacher's **assignment is cancelled** by the Employer and notice of such cancellation is not transmitted to the substitute teacher prior to 6:00 PM on the day prior to the assignment, the substitute teacher shall report to work as directed by the Employer and carry out those duties that are assigned to the substitute teacher by the Employer.

5.3.2.1. The provisions of clause 5.3.2 shall not apply where the cancellation of assignment is due to inclement weather, cancellation of classes, school closure for any reason, or if another assignment is offered by the Employer for the same date as the cancelled assignment.

5.3.3. When a substitute teacher is hired, they will follow the schedule, including any unassigned time and supervision of the teacher they are booked to replace, except where the substitute teacher is replacing an administrator or a teacher of less than one point zero (1.0) FTE. Notwithstanding, the school

administration may reassign duties to the substitute teacher where it is reasonable to support the effective operation of the school.

5.4. Substitute Teacher Training

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

6. PART TIME TEACHERS

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

6.2. Teachers on a continuous part-time contract shall not have their FTE status vary more than plus or minus zero point two-five (0.25) FTE in the period between September 1st and June 30th in a given school year without the agreement of the teacher.

6.3. A part-time teacher's assignment should be contiguous. In the event that a part-time teacher's assignment is not designed to be contiguous, a written rationale of the decision will be provided if requested by the teacher, and the teacher will have the opportunity to discuss the assignment with the Associate Superintendent of Human Services.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier, and Premiums

7.1.1. The Employer shall effect and maintain:

7.1.1.1. Alberta School Employee Benefit Plan (ASEBP)

a) Extended Disability – Plan D

b) Life – Plan 2

c) Accidental Death, and Dismemberment – Plan 2

d) Extended Health Care – Plan 1

e) Dental Care – Plan 3

f) Vision Care – Plan 3

7.1.1.2. The Employer shall pay a percentage of the premiums for the plans mentioned in clause 7.1.1.1 as follows, one hundred per cent (100%).

7.1.1.3. Part-time teachers who are eligible shall be paid in accordance with clauses 7.1.1.1 and 7.1.1.2 on a pro-rata basis.

7.2. Group Benefits Eligibility

7.2.1. All teachers shall be members of the ASEBP Extended Disability – Plan D, Life – Plan 2 and Accidental Death and Dismemberment – Plan 2; as defined in clauses 7.1.1.1 a), b) and c) and in accordance with ASEBP regulations.

7.2.2. With respect to clause 7.1.1.1 d), e), and f), it is understood that participation in ASEBP – Extended Health Care – Plan 1, Dental Care – Plan 3 and Vision Care – Plan 3 is not a condition of employment.

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

*7.3.1. The Employer will establish for each eligible teacher (teachers on full-time, part-time, temporary, probationary, and interim contracts – not including substitute teachers) a combined HSA/WSA prorated for teachers working less than a full-time equivalent, for the use of the eligible teacher, their spouse, and dependents, and administered by the ASEBP. The Employer will contribute seven hundred and twenty-five dollars ($725.00) per eligible teacher per year to such account, contributions to be made quarterly. Unused balances can be carried over one (1) additional HSA/WSA year with balances that remain unused after two (2) HSA/WSA years forfeited back to the Employer. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance. In this clause 7.3, **"eligible teacher"** means any teacher on a continuing, probationary, interim, or temporary contract of at least twelve (12) months duration.*

7.4. Other Group Benefits including Payroll Savings

7.4.1. **Employment Insurance Premium Reduction:** It is understood that payments towards the aforementioned benefit plans shall permit the Employer to retain and not pass on to the teachers any rebates or premiums otherwise required under Service Canada regulations.

8. CONDITIONS OF PRACTICE

8.1. Teacher Instructional and Assignable Time

8.1.1. Teacher instructional time will be capped at nine hundred and sixteen (916) hours per school year commencing the 2022-23 school year.

8.1.2. Teacher assignable time is capped at twelve hundred (1200) hours per school year.

8.2. Assignable Time Definition

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

a) operational days (including teachers' convention);

b) *instruction;*

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

d) *parent teacher interviews and meetings;*

e) *employer and school directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3;*

f) *staff meetings;*

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

h) *other activities that are specified by the Employer to occur at a particular time and place within a reasonable 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 Employers. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.

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

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

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

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

8.3. Duty Free Lunch

The Employer will provide each teacher assigned work for five (5) hours or longer a thirty (30) minutes 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 (2) periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the Employer.

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

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

8.4. Other Conditions of Practice

8.4.1. **Maximum Instructional and Non-Instructional Days**

8.4.1.1. Teachers will not be required to render service for more than two hundred (200) designated teacher days commencing the opening day of school in each school year, exclusive of vacation periods, weekends, and holidays.

8.4.1.2. Notwithstanding clause 8.4.1.1, principals shall be responsible to organize their schools in order that the schools are ready for operation.

8.4.2. **Staff Deployment**

8.4.2.1. Staff deployment and administrative time shall be the responsibility of the superintendent and principal in consultation with the principal's staff.

8.5. School Calendar

8.5.1. No later than May 31 of the current school year, the Employer will announce when the first (1) day of service will occur in the next year.

9. PROFESSIONAL DEVELOPMENT

9.1. Teacher Professional Growth Plan

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

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

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

9.2. Professional Development Funds

9.2.1. The Employer will contribute up to fifty-five thousand dollars ($55,000) to the joint Association Local #4/Employer Professional Development Fund on an annual basis for the purpose of supporting teachers in implementing professional growth plans in the context of enhancing teachers' ability to meet the Teaching Quality Standard.

9.2.2. The Association Local #4 will contribute up to twenty thousand dollars ($20,000) to the joint Association Local #4/Employer Professional Development Fund on an annual basis.

9.2.3. The parties agree that the accumulated dollars in the joint Association Local #4/Employer Professional Development Fund will not exceed one hundred and fifty thousand dollars ($150,000) as at each September 1st. Therefore, any amount remaining in the joint fund as of August 31st will be carried forward to the next September 1st and the contributions under clauses 9.2.1 and 9.2.2 shall be fifty-five thousand dollars ($55,000) and twenty thousand dollars ($20,000) respectively unless they need to be adjusted downward to ensure that the fund does not exceed one hundred and fifty thousand dollars ($150,000).

The contributions shall be adjusted on a proportional basis.

9.2.4. The Association Local #4 shall provide an annual report to the Employer indicating the total amount of the funds expended and the proportion of funds expensed on enhancing teachers' ability to meet the Teaching Quality Standard and each of the Employer's core goals and key action items.

10. SICK LEAVE

10.1. In the first (1) year of service with the Employer, a teacher shall be entitled to twenty (20) teaching days of sick leave at full salary. During the second (2) and subsequent years of service, annual sick leave with full salary will be granted for ninety (90) calendar days.

10.2. A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness shall continue to be entitled to the full number of sick leave days stipulated in clause 10.1. Notwithstanding the above, after twenty (20) teaching days of continuous absence in a teacher's first (1) year of service, no further salary shall be paid. After ninety (90) calendar days of continuous absence during a teacher's second or subsequent years of service, no further salary shall be paid and the provisions of ASEBP shall take effect. A teacher who in their second (2) or subsequent year of service returns to work after a continuous absence of ninety (90) calendar days shall have their sick leave entitlement under clause 10.1 reinstated upon submission of a medical certificate of good health.

10.3. In the case of a teacher who has had previous service with the Employer and re-enters its employ within twenty-six (26) months of leaving, and upon production of a medical certificate of good health, the sick leave accumulated, clause 10.1, during the period of employment with the Employer shall be reinstated to the credit of the teacher.

10.4. A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability, or sickness for a period of four (4) or more consecutive teaching days may be required by the Employer to provide a medical certificate.

10.5. A teacher who is absent from school duties to obtain medical or dental treatment, or because of accident, disability, or sickness for a period of three (3) consecutive teaching

days or less may be required to present a signed statement giving reasons for such absence.

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1. Maternity Leave

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

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

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

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

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

11.2. Parental Leave

11.2.1. Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.

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

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

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

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

11.2.6. If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one (1) teacher or shared by both teachers. In any case, the Employer may grant but is not required to grant parental leave to more than one (1) parent of the child at the same time.

11.3. Salary Payment and Benefit Premium Payment

11.3.1. At the commencement of maternity leave, the teacher shall be eligible for one (1) of the following options:

11.3.2. If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that they are unable to work because of a medical condition.

11.3.3. If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.

a) The teacher may access sick leave entitlement with pay as specified in article 10 for the period of illness or disability.

b) The Employer shall implement a Supplemental Employment Benefits (SEB) plan which shall provide teachers on maternity leave with one hundred per cent (100%) of their salary during seventeen (17) weeks of leave.

11.3.4. The Employer shall pay the portion of the teacher's benefits plan premiums and contribute HSA/WSA amounts specified in article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.

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

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

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

11.4.2. Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the Employer to prepay one hundred per cent (100%) of the benefit premiums for applicable

benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.

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

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

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

For the purposes of this Article:

- ***With full pay** means: a teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence approved by the Employer.*
- ***With partial pay** means: temporary leave of absence with pay shall be granted to teachers, provided that an amount equivalent to the rates of pay of a substitute as specified in article 5, is forthcoming to the Employer through payroll deduction or payment from other sources.*

12.1. With Full Pay:

12.1.1. Personal leave for not more than one (1) day in any school year for attending to private concerns, subject to the following conditions:

a) in writing,

b) to the superintendent, through the teacher's principal or supervisor,

c) where possible, two (2) weeks in advance of the date the teacher wishes to use the personal leave day, and

d) the availability of a substitute teacher (if required) at the time of the request.

12.1.2. Without the permission of the Employer, a personal leave under clause 12.1.1 shall not be used:

a) *during any scheduled Parent-Teacher Interview days, or*

b) *during scheduled professional development days.*

12.2. With Partial Pay:

12.2.1. Personal leave for not more than four (4) days in any school year shall be granted for attending to private concerns. Where possible, at least one (1) day's advance notice shall be given to the principal or in the case of a principal to the superintendent or their office.

13. ASSOCIATION LEAVE AND SECONDMENT

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

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

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

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

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

14. OTHER LEAVES

For the purposes of this Article:

- *With full pay means: a teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized absence approved by the Employer.*

- *With partial pay means: temporary leave of absence with pay shall be granted to teachers, provided that an amount equivalent to the rates of pay of a substitute as specified in article 5, is forthcoming to the Employer through payroll deduction or payment from other sources.*

14.1. Critical Illness (with Full Pay)

14.1.1. For not more than five (5) teaching days per school year, if necessary, because of critical illness or death of a spouse or any of the following legal relatives of the teacher or the teacher's spouse: son, daughter, step-child, parent, step-parent, grandparent, grandchild, sister, brother, aunt, uncle, niece, nephew, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or other relative who is a member of the teacher's household.

14.1.2. Where critical illness is not followed by death within thirty (30) days, the Employer may require a medical certificate stating that critical illness was the reason for absence. Such medical certificate may be requested by the Employer within thirty (30) days of their being notified.

14.2. Graduation, Convocation and University Exams Leave

14.2.1. **With Full Pay**

14.2.1.1. For the period of one (1) day, plus one (1) day for traveling, if necessary, per school year to attend the teacher's convocation of a university or graduation from a post-secondary institution.

14.2.1.2. For not more than two (2) days per school year for the purposes of writing examinations in academic or professional courses.

14.2.2. **With Partial pay:**

14.2.2.1. For the period of one (1) day, plus one (1) day for traveling, if necessary, to attend the convocation or graduation from a post-secondary institution of the teacher's spouse, son, daughter, or stepchild.

14.3. Impassable Roads Leave (with Full Pay)

14.3.1. For those days on which a teacher is unable to reach the school from their usual place of residence because of impassable roads when the absence is approved by the Employer.

14.4. Jury Duty Leave (with Full Pay)

Leave of absence without loss of salary shall be granted for:

a) jury duty or any summons related thereto; or

b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses, provided that the teacher

remits to the Employer any witness fee or jury stipend (excluding allowances and/or expenses set by the court or other body).

14.5. Leave for Child's Arrival (with Full Pay)

14.5.1. For two (2) teaching days per year in the event of the birth of the teacher's child or the adoption of a child by the teacher.

14.6. Family Medical Leave (with Full Pay)

14.6.1. A teacher may request in writing up to two (2) days leave with pay, consistent with the normal hours of work on that day, in each school year to attend to the medical concerns of members of the teacher's family. Such request must be made to the superintendent one (1) week prior to the day of leave unless such leave is due to a medical emergency. In such cases, the teacher shall submit a request in writing within one (1) week of the day of leave. In all cases, the teacher must submit a medical certificate to the superintendent or when a medical certificate is not attainable, the teacher must identify why the teacher's attendance is deemed necessary.

14.6.2. Requests for family medical leave will not be unreasonably withheld however, granting of the leave will be subject to the availability of replacement staff and the operation requirements of the school(s) involved.

14.6.3. Family is defined as spouse, child, stepchild, parent, or any other person residing in the teacher's household.

14.7. Annual Representative Assembly Leave (with Partial Pay)

14.7.1. To attend the Annual Representative Assembly of The Association as an official delegate.

14.8. School Closure Leave

14.8.1. When school is closed for all students due to health reasons, inclement weather, or physical plant breakdowns, teachers will not be required to attend school.

14.9. Emergency Leave

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

14.10 Additional Parental Leave

14.10.1. In addition to the Parental Leave provided for in clause 11.2, teachers shall, upon written request, be granted an additional parental leave without pay or benefits for up to an additional fifty-two (52) weeks at the discretion of the superintendent or designate.

14.10.2. Requests for additional parental leave must be made no later than three (3) months prior to the commencement of the additional parental leave.

14.10.3. Where additional parental leave is granted, the leave:

a) will commence immediately following a parental leave under clause 11.2; and,

b) will terminate at the end of the school year or on a date that is mutually agreeable between the teacher and the superintendent or designate.

14.10.4. Upon expiration of the leave, the Employer shall endeavour to reinstate the teacher in the position or school site the teacher occupied at the time the leave commenced. If not possible, the teacher will be provided with an alternative position of a comparable nature.

14.10.5. The teacher may terminate the leave at any time. The teacher shall give the Employer no less than five (5) weeks notice, in writing, of the intended date of return.

14.11 Deferred Salary Leave Plan

14.11.1. The Employer shall make available to all teachers on a full-time continuing contract a Deferred Salary Leave Plan that is compliant with applicable Canada Revenue Agency provisions.

14.11.2. A teacher granted a Deferred Salary Leave shall be on leave from the Employer and not from a particular teaching placement. Upon expiration of the leave, the Employer shall endeavour to reinstate the teacher in the position or school site that the teacher occupied at the time the leave commenced. If not possible, the teacher will be provided with an alternative position of a comparable nature.

14.11.3. Deferred Salary Leaves shall be one school year in duration and will commence on September 1 and conclude on June 30 of the specified school year.

14.11.4. It is understood that experience increments will not be credited to a teacher for the period of leave under this clause unless the teacher is actively engaged in teaching during the leave period that meets the requirements of the experience increments provisions in clause 3.4 of this collective agreement.

14.11.5. A teacher's benefits will be maintained by the Employer during their leave of absence. The teacher shall pay to the Employer the full cost of any benefit premiums paid on the teacher's behalf on a monthly basis during the leave period.

14.11.6. The Employer will not make HSA/WSA contributions during the leave period, but the teacher may continue to access any available credits, subject to plan rules.

15. GRIEVANCE PROCEDURE

15.1. This procedure applies to differences:

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

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

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

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

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

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

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

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

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

15.4.4. the remedy or correction being sought.

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

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

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

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

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

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

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

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

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

15.12. By mutual consent, the parties may agree to convene a three- (3-) 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- (3-) 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 (2) representative, either party may request the Director of Mediation Services to appoint a Chair.

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

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

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

15.15.1. the Employer and the Association; and,

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

15.16. TEBA Involvement in Grievance Proceedings

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

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

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

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

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

15.16.3. In the event that TEBA assumes carriage over a grievance process as per clause 15.16.1 or 15.16.2, TEBA will provide written notice to the superintendent or designate, and the Coordinator – Teacher Employment Membership Support including the name and contact information of TEBA's representative and legal counsel for the matter.

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

15.17. Optional Mediation Process

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

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

15.17.3. The purpose of the mediator's involvement in the process is to assist the parties in reaching a resolution of the dispute. Any discussions, proposals, and / or materials generated for that purpose are to be considered privileged and

are exchanged on a without prejudice basis. Both parties shall disclose all specifics and particulars relevant to the issue in dispute and neither party will rely on the mediated discussion or outcomes should the matter be referred to an Arbitration Board for resolution.

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

15.18. Administration

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

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

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

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

16. EMPLOYMENT

16.1. Discrimination

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

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

16.2. Teacher Discipline

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

action.

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

16.3. ***Association Representation***

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

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

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

16.4. ***Full-Time Teacher Contiguous Timetable***

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

16.5. ***Occupational Health and Safety***

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

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

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

16.5.4. Within the obligations to maintain appropriate risk assessment and mitigation

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

16.6. Information and Files

16.6.1. The Employer and the Association recognize the advantage and acknowledge the mutual benefits to be derived from communications through the various channels that are available to them.

16.6.2. The Employer shall submit proposed regulations and policies pertaining to teachers to the elected representatives of its teaching staff during the time which schools are operating. The teachers shall be given at least four (4) weeks, or such time as mutually agreed upon to respond to these proposals in such manner as they may desire. Notwithstanding, mutual agreement on shorter notice is not required when external circumstances beyond the Employer's control preclude a four (4) week notice period. In those particular circumstances the proposed regulations and policies will be provided to teachers at the earliest opportunity and prior to implementation.

16.6.3. The Employer shall place a copy of the collective agreement and the Employer's current policies on the Employer's website, as well as a link to the ASEBP website for access to a description of benefit plans.

16.7. Transfers

16.7.1. The Employer shall pay to a teacher it has transferred to another school the moving expenses necessarily incurred by the teacher and the teacher's family as a result of such transfer to a maximum of one thousand dollars ($1,000), as receipted. This does not apply to a teacher who has requested a transfer.

16.8. Subrogation

16.8.1. Definition

16.8.1.1. *Cost of Absence* means the total remuneration paid by the Employer during a period when the teacher was absent from work.

16.8.1.2. *Interest* means interest calculated in accordance with the provisions of the *Alberta Judgment Interest Act*, RSA 2000, c.J-1, and amendments and regulations thereto.

16.8.1.3. *Judgment or Settlement* means an order of a court of competent jurisdiction or an agreement whereby the teacher agrees to accept any sum of money representing past or future loss of remuneration, either by lump sum, periodic payment(s), or through the purchase of an annuity, or any of them.

16.8.1.4. *Remuneration* means the salary, allowances, benefit premiums and other monies paid to or in respect of the teacher by the Employer.

16.8.1.5. *Teacher* means a teacher in respect of whom the Employer has incurred a cost of absence and includes the teacher's personal representative, trustee, guardian, or the estate of the deceased teacher.

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

16.8.2.1. The teacher shall advise the Employer in advance of the teacher's intention to initiate any claim in which an act or omission of a third party has resulted in the Employer incurring a cost of absence;

16.8.2.2. The teacher shall upon request by the Employer include the cost of absence, as calculated by the Employer, in the teacher's claim;

16.8.2.3. The Employer shall have the right (but not the obligation) to maintain an action in the name of the teacher and engage a solicitor (including the teacher's solicitor) to recover the cost of absence;

16.8.2.4. The teacher agrees to cooperate with the Employer and to provide, at the Employer's expense, all loss of income records, transcripts, loss of income reports and information with respect to the calculation or allocation of damages and attend examinations for discovery or assist as a witness where required;

16.8.2.5. The teacher will not settle their claim without the prior written consent of the Employer as to the amount of the cost of absence to be recovered by the Employer;

16.8.2.6. Upon resolution of the amount of the cost of absence payable to the Employer, the Employer may, upon default of payment by the teacher following demand by the Employer offset the agreed upon amount of the cost of absence payable to the teacher by the Employer;

16.8.2.7. The teacher shall not release any third party from the cost of absence without the consent of the Employer; and

16.8.2.8. The Employer's consent to settlement shall not be unreasonably withheld.

16.8.3. When as a result of judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to all of the cost of absence; the teacher shall, as of the date of settlement or judgment, pay the full cost of absence recovered to the Employer plus interest.

16.8.4. When as a result of a judgment or settlement with the consent of the Employer, the teacher recovers a sum equal to a portion of the cost of absence, the teacher shall as of the date of settlement or judgment, pay to the Employer, the amount of the cost of absence recovered plus interest.

16.8.5. The teacher will upon request by the Employer execute such documents and agreements as may be required or deemed desirable by the Employer to give effect to the provisions of clause 16.8.

16.8.6. In exercising any of its rights under clause 16.8, the Employer shall have due regard for the interests of the teacher.

16.9. Colony School Information Technology

16.9.1. Teachers assigned to teach in a colony school shall be provided with a computer of quality determined by the Employer while they are employed with the school division to allow the teacher to fulfill the expectations of the Employer. The Employer may provide an allowance in lieu of a computer at the discretion of the Employer.

16.9.2. Teachers assigned to teach in a colony school shall be provided a three hundred and sixty dollars ($360.00) per year internet allowance to allow the teacher to fulfill the expectations of the Employer.

LETTERS OF UNDERSTANDING—CENTRAL

LETTER OF UNDERSTANDING #1

RECRUITMENT OF TEACHERS TO SUPPORT CLASSROOM COMPLEXITY ISSUES

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

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

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

NOW THEREFORE IT IS COMMITTED THAT:

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

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

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

LETTER OF UNDERSTANDING #2

DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

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

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

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING #3

TRIAL PROCESS FOR CONCURRENT EXPERIENCE

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

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING #4

EXPERIENCE FORM

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

- *To support the administration of teaching experience provisions in collective agreements between all Public, Catholic, and Francophone 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 Employer.

TEACHING EXPERIENCE FORM

Date: _____

Issuing Employer: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

Employer Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

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

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

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

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

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

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

Prior Experience

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

a) Until proof of experience is submitted to the superintendent or designate, all teachers new to the Employer shall be deemed to have zero (0) years of experience on the salary grid.

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

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

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

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

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

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

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

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

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

LETTERS OF UNDERSTANDING—LOCAL

LETTER OF UNDERSTANDING #5

PROFESSIONAL DEVELOPMENT (PD) FUND

The parties agree to meet in an advisory capacity to discuss the PD Fund guidelines. The members attending these discussions from the local will be the Local President, Local PD Committee Chair, and the Local TWC Chair or NSC Chair. The members attending these discussions from the Employer will be the superintendent or designate, and one (1) other member of central office executive as determined by the superintendent.

The parties will review and discuss potential amendments to the Professional Development Guidelines to bring to the Professional Development Committee for consideration. The local agrees to bring any suggested amendments to the PD Guidelines to these discussions prior to putting them in place. Meetings to discuss the PD Fund guidelines can be called by either party.

Either party can bring forward outstanding issues or concerns for resolution in the next round of local negotiations.

This letter of understanding will expire at the conclusion of the next round of local bargaining.

LETTER OF UNDERSTANDING #6

SUBSITUTE TEACHER TRAVEL ALLOWANCE

Effective date of local ratification, where a substitute teacher is working in a colony school or a school that is more than sixty (60) kilometers one-way from Taber (Warner School, Milk River schools, Hays School, Lomond Community School, Enchant School), the substitute teacher shall be paid a travel allowance of thirty dollars ($30.00) per day.

This allowance only applies to substitute days compensated at the daily rate in clause 5.1. This provision does not apply to teachers under probationary, interim, temporary, or continuous contracts.

This Letter of Understanding expires on the date of ratification of the local agreement that follows the 2020–24 agreement.