# COLLECTIVE AGREEMENT

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

## BETWEEN

## THE FORT MCMURRAY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

## AND

## THE ALBERTA TEACHERS' ASSOCIATION

## SEPTEMBER 1, 2024 to AUGUST 31, 2028

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This collective agreement is made this 28th of October 2025 between The Fort McMurray Roman Catholic Separate School Division ("Employer") and The Alberta Teachers' Association ("Association").

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

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

**WHEREAS** each party recognizes the other as the sole bargaining agent for the teachers employed by the Employer;

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

**WHEREAS** the parties desire that these matters be set forth in an agreement to govern terms and conditions of employment of the teachers.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and of the mutual and other covenants therein 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**

Not withstanding clause 1.1, employees holding the following designation shall be excluded from this agreement:

a) The Superintendent

b) Deputy Superintendent

c) Associate and Assistant Superintendents

d) Directors

*1.3. All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a*

*teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.*

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

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

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

***1.5. Role of TEBA***

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

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

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

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

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

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

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

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

**1.11. Structural Provisions**

1.11.1. **Communication Between the Parties**

The parties hereto recognize that there are in existence appropriate channels for the purpose of communicating the views of teachers on matters of school affairs through the Superintendent of Schools to the Employer.

In the event that there is a need to meet and discuss matters related to the contents of the Collective Agreement, a Liaison Committee will be formed. The purpose of this committee is intended to serve as a means of communication outside the context of collective bargaining.

Subjects for discussion by the Liaison Committee may be submitted in writing by either the teacher representatives, the Employer, or the Superintendent. These items are to be directed to the attention of the Superintendent. Discussions are not to be collective bargaining oriented but should serve to act as a medium to acquire greater understanding of issues and for clarification purposes.

1.11.2. **Composition**

The Liaison Committee shall include the following members:

a) Chairman or designate of the Teacher Welfare Committee (TWC) and one (1) other designated The Fort McMurray Roman Catholic Separate School Division teacher representative, and

b) Superintendent of Schools and one other supervisory representative.

1.11.3. **Meetings**

The Superintendent of Schools will be responsible for convening meetings of the Liaison Committee as required. The Office of the Superintendent of Schools will provide such information as is required and available to facilitate discussions of the Committee. The Committee shall meet in the first three (3) months of the school year, in January or February, and in March or April, unless both parties agree a meeting is not necessary or may be postponed.

## *1.12. Association and TEBA Labour Relations Committee*

### *1.12.1. Scope*

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

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

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

*c) Assist in resolving differences arising from legislative changes or labour relations issues that may have an effect on central provisions, and,*
*d) Advise on the production and revision of collective agreements.*

#### *1.12.2. Structure*

*a) The committee will meet as necessary at times determined by the Association and TEBA. Either party may require a meeting to be scheduled.*
*b) The Association and TEBA shall each bear the cost of their participation in this committee.*
*c) The Association and TEBA will each appoint three (3) representatives to the committee.*

*d) The committee will be chaired jointly.*

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

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

## 2. TERM

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

### *2.2. List Bargaining*

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

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

### *2.3. Central Matters Bargaining*

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

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

### *2.4. Local Bargaining*

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

*2.4.2. A notice referred to in clause 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 the 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, the 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*

*The Employer shall pay all of the teachers in its employ the salaries and allowances as herein set forth and computed. Save and except substitute teachers, each teacher shall be paid one-twelfth (1/12th) of the teacher's annual rate of salary on the morning of the last Thursday of each month.*

*3.1.1. Unless specifically permitted by this agreement, authorized by the teacher, or required by law, payment of the salary of a teacher shall not be withheld beyond the regular date of payment.*

*3.1.2. In addition to the salary schedule and the functional allowance the following clauses shall be considered part of the salary package for purposes of determining total annual increase:*

- clause 3.7.2.—Employment Duty Allowance
- clause 7.1.1.—Extended Health Care Plan
- clause 7.1.2.—Life, Accidental Death and Dismemberment
- clause 7.1.3.—Extended Disability
- clause 7.1.5.—Dental Care plan
- clause 7.1.6.—Vision Care

*3.1.3. No payments for salary adjustments will be considered beyond the terms of the Collective Agreement within which such claim is initiated.*

3.1.4. **Deferred Salary Leave Plan**

The Employer agrees to provide a Deferred Salary Leave Plan for eligible teachers in accordance with the Employer administrative procedure and amended from time to time to comply with CRA regulations. A teacher returning from deferred salary leave will be provided their former position if practicable or a comparable position.

### *3.2. Grid*

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

| Years of Teaching Experience | Years of University | | |
|---|---|---|---|
| | 4 | 5 | 6 |
| 0 | $66,615 | $70,260 | $74,380 |
| 1 | $70,244 | $73,891 | $78,011 |
| 2 | $73,876 | $77,522 | $81,643 |
| 3 | $77,511 | $81,155 | $85,275 |
| 4 | $81,136 | $84,787 | $88,909 |
| 5 | $84,772 | $88,418 | $92,540 |
| 6 | $88,402 | $92,050 | $96,173 |
| 7 | $92,033 | $95,682 | $99,801 |
| 8 | $95,665 | $99,314 | $103,433 |
| 9 | $99,297 | $102,946 | $107,065 |
| 10 | $103,683 | $107,318 | $111,491 |

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

| Years of Teaching Experience | Years of University | | |
|---|---|---|---|
| | 4 | 5 | 6 |
| 0 | $68,613 | $72,368 | $76,611 |
| 1 | $72,351 | $76,108 | $80,351 |
| 2 | $76,092 | $79,848 | $84,092 |
| 3 | $79,836 | $83,590 | $87,833 |
| 4 | $83,570 | $87,331 | $91,576 |
| 5 | $87,315 | $91,071 | $95,316 |
| 6 | $91,054 | $94,812 | $99,058 |
| 7 | $94,794 | $98,552 | $102,795 |
| 8 | $98,535 | $102,293 | $106,536 |
| 9 | $102,276 | $106,034 | $110,277 |
| 10 | $106,793 | $110,538 | $114,836 |

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

| Years of Teaching Experience | Years of University | | |
|---|---|---|---|
| | 4 | 5 | 6 |
| 0 | $70,671 | $74,539 | $78,909 |
| 1 | $74,522 | $78,391 | $82,762 |
| 2 | $78,375 | $82,243 | $86,615 |
| 3 | $82,231 | $86,098 | $90,468 |
| 4 | $86,077 | $89,951 | $94,323 |

| Years of Teaching Experience | Years of University | | |
|---|---|---|---|
| | 4 | 5 | 6 |
| 5 | $89,934 | $93,803 | $98,175 |
| 6 | $93,786 | $97,656 | $102,030 |
| 7 | $97,638 | $101,509 | $105,879 |
| 8 | $101,491 | $105,362 | $109,732 |
| 9 | $105,344 | $109,215 | $113,585 |
| 10 | $109,997 | $113,854 | $118,281 |

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

| Years of Teaching Experience | Years of University | | |
|---|---|---|---|
| | 4 | 5 | 6 |
| 0 | $72,791 | $76,775 | $81,276 |
| 1 | $76,758 | $80,743 | $85,245 |
| 2 | $80,726 | $84,710 | $89,213 |
| 3 | $84,698 | $88,681 | $93,182 |
| 4 | $88,659 | $92,650 | $97,153 |
| 5 | $92,632 | $96,617 | $101,120 |
| 6 | $96,600 | $100,586 | $105,091 |
| 7 | $100,567 | $104,554 | $109,055 |
| 8 | $104,536 | $108,523 | $113,024 |
| 9 | $108,504 | $112,491 | $116,993 |
| 10 | $113,297 | $117,270 | $121,829 |

### *3.3. Education*

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

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

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

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

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

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

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

### *3.4. Experience*

*Teachers shall:*

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

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

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

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

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

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

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

*Prior Experience*

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

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

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

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

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

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

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

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

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

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

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

### *3.5. Special Considerations for Other Education and Experience*

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

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

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

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

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

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

## 3.6. Other Rates of Pay

3.6.1. When non-administrative teaching staff are requested by the Superintendent or their designate and agree to work during the summer vacation, they shall be paid one-two hundredth (1/200$^{th}$) of their last grid salary per day or be given equivalent time off as agreed by the teacher. Teachers may also agree to project contracts for remuneration.

3.6.2. **Hourly Contract Work:** A teacher covered by this Collective Agreement employed on an hourly basis to provide instruction in credit courses at the Employer's evening or summer school or teaching outside the school's regular schedule shall be paid on an hourly basis.

3.6.3. Such work shall not be considered assignable time unless it is mutually agreed. Days so earned shall not be counted as experience for increment purposes. The hourly rate of pay shall be set at sixty-four dollars ($64.00).

## 3.7. Other Allowances

*3.7.1.* ***Fort McMurray Living and Northern Travel Allowance***

*A Northern Travel allowance (NTA) shall be paid to each teacher employed full-time by the Employer. The NTA is a taxable benefit paid to compensate for the cost of personal and medical travel between Fort McMurray and Edmonton.*

*This allowance will be pro-rated for part-time teachers under contract.*

*Eligibility for the NTA is subject to teachers meeting the residency requirement set by the Canada Revenue Agency (CRA) and the Fort McMurray Allowance.*

*The NTA annual amount is four thousand, five hundred and fifty dollars ($4,550.00).*

3.7.2. **Employment Duty Allowance**

An Employment Duty Allowance will be paid to each teacher under contract and actively teaching (excludes teachers on leaves of absence) with the Employer as of the date of the teachers' convention to attend such convention held in Edmonton, Alberta. The rates will be:

| Travel | Subsistence | Total |
|---|---|---|
| **$ 415** | **$ 555** | **$ 970** |

Attendance to the convention is a condition of employment and for the payment of this allowance.

## 4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

### *4.1. Administration Allowances*

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

#### *4.1.1. Principals and Vice Principals Administration Allowances*

##### *4.1.1.1. For Existing Schools*

*Based on enrolment at September 30th of the current year, Principals shall be paid an administrative allowance according to the following schedule:*

- *Fourteen per cent (14.00%) of the sixth (6th) year maximum as base salary;*
- *Point one-zero per cent (0.10%) of the sixth (6th) year maximum for the first one hundred (100) students;*
- *Point zero-two per cent (0.02%) of sixth (6th) year maximum for the next one hundred (100) students;*
- *Point zero one-five per cent (0.015%) of sixth (6th) year maximum for each additional student.*

*For the purpose of this article,* Early Childhood Services (*ECS*) *students shall be counted as full-time students.*

*Notwithstanding any other provision in the Collective Agreement, Principals shall receive a minimum allowance of*

*twenty-five thousand dollars ($25,000) annually, prorated based on FTE.*

*4.1.1.2.* ***Vice Principals***

*Vice Principals shall be paid sixty per cent (60%) of the Principal's allowance.*

*The minimum allowance for a Vice Principal will be adjusted in accordance with current proportionality to the Principal allowance.*

*4.1.1.3.* ***Department Head***

*Department Head may be appointed by the Employer upon the recommendation of the Superintendent of Schools. Such appointment shall be for a two (2) year term. Each shall be paid an allowance equal to seven per cent (7%) of the fifth ($5^{th}$) year maximum grid position.*

*4.1.1.4.* ***Coordinators***

*Coordinators may be appointed by the Employer upon the recommendation of the administration. Such appointment will be for a two (2) year term. Each Coordinator shall be paid an allowance equal to fifteen per cent (15%) of the fifth-year ($5^{th}$) maximum grid position.*

*4.1.1.5.* ***Consultants and Instructional Curriculum Coaches***

*Consultants and Instructional Curriculum Coaches may be appointed by the Employer upon the recommendation of the Superintendent of Schools. Such appointment will be for a two (2) year term. Each Consultant and Instructional Curriculum Coach shall be paid an allowance equal to ten per cent (10%) of the fifth-year ($5^{th}$) maximum grid position.*

*4.1.1.6.* ***Classroom Support Teacher (CST)***

*Classroom Support Teachers may be appointed by the Employer upon the recommendation of the Superintendent of Schools. Such appointment shall be for a two (2) year term. Each shall be paid an allowance equal to ten per cent (10%) of the fifth-year ($5^{th}$) maximum grid position.*

## 4.2. Red Circling

### 4.2.1. Administrative Assignments

As a result of an Employer initiated administrative transfer and placement, the administrative allowance will be paid as follows:

- **Year I:** One hundred per cent (100%) of previous administrative allowance based on student count of September 30th of new school year, or actual, whichever is greater.

- **Year II:** Seventy-five per cent (75%) of previous administrative allowance based on student count of September 30th of new school year, or actual, whichever is greater.

- **Year III:** As per Collective Agreement (Actual)

## 4.3. Acting Administrators

### 4.3.1. **Acting Principal**

In the event that an incumbent of an administrative position, in a school, is absent from duty for a period in excess of five (5) consecutive teaching days, another administrator, supervisor or teacher selected by the Employer shall assume the responsibility and be paid only the allowance of the administrative position the Acting Principal temporarily occupies commencing with the sixth (6th) day and retroactive to the first (1st) day.

## 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 2023-2024 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. Teachers in receipt of an allowance as per clause 4.1 will receive three (3) days in lieu per year as recognition for time worked outside of the school calendar. Use of these days are approved at the discretion of the Superintendent. Two (2) such days may be carried over for use in the subsequent school year. No more than five (5) lieu days may be used in any one school year.

## 5. SUBSTITUTE TEACHERS

### *5.1. Rates of Pay*

*5.1.1. Substitute Teacher means a teacher employed on a day-to-day basis.*

*5.1.2. Full Day Rate*

*5.1.2.1. Effective September 1, 2024, three per cent (3%) increase, the full day substitute teachers' daily rates of pay will be $240.54 plus two per cent (2%) in lieu of benefits of $4.81 for a total of $245.35.*

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

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

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

*5.1.3. Half Day Rate*

*5.1.3.1. Effective September 1, 2024 to August 31, 2025, three per cent (3%) increase, the substitute teachers' half day rate of pay will be $134.70 per day plus two per cent (2%) in lieu of benefits of $2.69 for a total of $137.39.*

*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. A substitute teacher, after teaching five (5) consecutive days for the same teacher shall be paid as a temporary teacher for the additional consecutive days taught for that same teacher or substitute teacher, whichever is greater, according to the teacher's qualifications. Submission of years of teaching experience and certification shall apply to the same timelines provided in clause 3.4.*

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

### 5.3. Other Substitute Teacher Conditions

5.3.1. A substitute teacher whose assignment is cancelled after their arrival at the school shall receive a minimum payment no less than the half-day (1/2) rate of pay. Such a substitute teacher shall thereupon be re-

assigned to other teaching duties for the period for which they are being paid, or longer if mutually agreed.

5.3.2. **Professional Development Day: Sub Teacher**

For each 25 FTE days a substitute teacher has rendered in service to the Employer, they may elect to participate in a Professional Development Day or Teachers Convention or Spiritual Development Day held in the same school year to a maximum of two such days. They shall be paid for attending such day at the rate of pay as per clause 5.1.2. Substitute teachers will not be eligible for travel or subsistence allowances.

*5.3.3.* ***Training: Substitute Teacher***

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

## 6. PART TIME TEACHERS

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

### *6.2. Part-Time Teachers Benefits and Proration*

*See article 7 for eligible part-time employees will be provided on a pro-rated basis.*

### *6.3. Other Part-Time Teachers Conditions*

*In the event that a teacher with a part-time continuing contract with the Employer is to have their assignment reduced below zero point five (0.5) FTE:*

*a) The teacher shall be offered another assignment not below zero point five (0.5) FTE with the Employer, or*

*b) The teacher may accept the reduced assignment, and such acceptance shall be in writing.*

## 7. GROUP BENEFITS

### *7.1. Group Health Benefit Plans*

*7.1.1. The Employer will contribute one hundred per cent (100%) of the monthly premium costs for all eligible teachers participating in the Extended Health Care (EHC) Plan. The plan will provide benefits equivalent to those provided under the Alberta School Employee Benefit Plan (ASEBP) EHC Plan 1. The plan will include a direct billing*

*option, a maximum dispensing fee and will be based on a least cost alternative (LCA) pricing.*

*7.1.2. The Employer will contribute one hundred per cent (100%) of the costs per month of the life, accidental death and dismemberment portion of the ASEBP Life and Accidental Death and Dismemberment (AD&D) Plan 2 or equivalent plan.*

*7.1.3. The Employer will contribute one hundred per cent (100%) of the costs per month of the extended disability portion of the ASEBP Extended Disability Plan D or equivalent plan.*

*7.1.4. Membership in the ASEBP Life and Extended Disability Insurance Plan or equivalent plan shall be a condition of service.*

*7.1.5. The Employer will contribute one hundred per cent (100%) of the monthly premium costs for all eligible teachers participating in the Dental Plan. The plan will provide benefits equivalent to those provided under the ASEBP Dental Care Plan 3. Reimbursement of eligible dental costs will be made in accordance with the Blue Cross Usual and Customary Dental Fees Schedule or equivalent.*

*7.1.6. The Employer will contribute one hundred per cent (100%) of the premium costs per month for Vision Care Plan. The plan will provide benefits equivalent to those provided under the ASEBP Vision Plan 3.*

*7.1.7. The agreed to sharing of premium costs of insurance benefits provided herein includes rebates made to the Employer under Employment Insurance Regulations; no further adjustment is intended to be passed on to employees entitled to the benefits as provided, unless otherwise stated.*

*7.1.8. A teacher who is working on a temporary contract which terminates at the end of a school year, and who is advised by the Employer that they shall be re-employed at the commencement of the next school year, shall be eligible to continue participation in the benefits under this article during the summer months.*

### *7.2. Health Spending Account (HSA) and Wellness Spending Account (WSA)*

*7.2.1. The Employer will establish annual HAS / WSA credits of eight hundred and seventy-five dollars ($875.00) per eligible teacher, contributed in equal monthly installments, prorated to an employee's FTE. **"Eligible teacher**" under this provision means a teacher on a continuing, probationary, temporary, or interim contract. The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.*

### *7.3. Other Group Benefits*

*7.3.1. On date of hire or before 15th August of each year, eligible teachers may choose to direct the next school year's annual amount to The Alberta Teachers' Association (ATA) Group RRSP from Capital Estate Planning. If no choice is made by the teacher within the time frame above, contributions will be made to the HAS / WSA in clause 7.2. For the purpose of this article,* ***"Eligible Teacher"*** *is defined as a teacher employed under a temporary, interim, probationary or continuous contract during the school year.*

*Contributions to the HSA / WSA or RRSP shall be made on a monthly basis from September to June based on the FTE of the teacher on each applicable month.*

## 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 2022-2023 school year.*

*8.1.2. Teacher assignable time will be 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 work day.*

*8.2.2. Teachers have professional obligations under the Education Act and regulations made pursuant to the Education Act, as well as the Teaching Quality Standard, which may extend beyond what is assigned*

*by Employers. 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) minute rest period during each five (5) hours worked.*

*8.3.1. Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two (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.*

## 9. PROFESSIONAL DEVELOPMENT

### *9.1. Teacher Professional Growth Plan*

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

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

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

***9.2. Sabbatical/Professional Improvement Leave/Graduate Study Leave***

*At the discretion of the Employer, the Employer may grant sabbatical leave subject to the following conditions:*

*9.2.1. For work experience, travel or university study, all leading to the professional development of the teacher.*

*9.2.2. No more than four per cent (4%) of the teaching staff in any school year will be granted sabbatical leave.*

*9.2.3. Teachers may apply for sabbatical leave after four (4) consecutive years of service with the Employer. The Employer however, reserves the right to grant leave with pay for professional improvement to a teacher regardless of years of service with the Employer.*

*9.2.4. The teacher shall guarantee to serve the Employer for a minimum of two (2) years following the completion of sabbatical leave or at a time to be mutually agreed.*

9.2.5. Salary for a teacher granted sabbatical leave shall be seventy-five per cent (75%) of fourth (4) year minimum or position on the grid, whichever is greater, excepting sabbatical leave for purposes other than university study which shall be up to seventy-five per cent (75%). Salary shall not include administration or other special allowances.

*9.2.6. Written application for sabbatical leave must be in the hands of the Employer no later than 1st of December of the year prior to which the leave is to commence.*

*9.2.7. Sabbatical leave shall not be credited as teaching experience in the computation of salary.*

*9.2.8. Health benefits under the terms of this agreement (article 7) shall continue in effect for purposes of sabbatical leave.*

**9.3.** The Employer shall create, fund and administer a Professional Learning Fund for teachers on continuous contract as of October 15 of each year. Annual allocation shall be up to ninety thousand dollars ($90,000). The Employer will pay substitute costs associated with the teacher's attendance at conferences and workshops. Approval for Professional Development attendance shall not be unreasonably denied.

## 10. SICK LEAVE

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

*In the first (1st) year of service with the Employer, sick leave shall accumulate at a rate of one (1) day for every nine (9) days worked to a maximum of twenty (20) days. This sick leave may be applied retroactively, once earned, at any time during the school year. After one (1) year of service and when on continuing contract, sick leave shall be increased to ninety (90) calendar days.*

*10.2. After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid and the ASEBP Extended Disability Plan D or equivalent plan shall take effect if the employee is eligible.*

*10.3. Where a teacher has suffered an illness and/or has been paid under the provisions of the ASEBP Extended Disability Plan D or equivalent plan, upon the teacher's return to full-time duty, the teacher shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:*

*a) Less than one (1) year of service: Nil (0)*

*b) After one (1) year of service: ninety (90) calendar days*

*Before a teacher returns to work after a long-term illness, a medical certificate shall be required. The cost of the medical certificate will be borne by the Employer.*

*10.4. On the termination of employment of a teacher, all sick leave entitlements with the Employer shall be cancelled.*

*10.5. A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness may be required to present a signed statement or medical certification upon request. The Employer reserves the right to require a medical examination by a doctor selected by the Employer.*

*10.6. Notwithstanding clause 10.3, where the Extended Disability Plan recognizes successive periods of disability from a single cause during the elimination period, no further salary shall be paid once the teacher is eligible for EDB.*

*10.7. One (1) leave day per school year with loss of substitute pay shall be granted upon request by a teacher to travel outside of the community for medical reasons.*

## 11. MATERNITY, ADOPTION AND PARENTAL LEAVE

### *11.1. Maternity Leave*

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

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

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

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

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

### *11.2. Parental Leave*

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

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

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

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

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

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

*11.2.7. Additional Parental Leave*

*11.2.7.1. A teacher accessing parental leave under clause 11.2 may request extended unpaid leave to a cumulative maximum of ninety-six (96) weeks.*

*11.2.7.2. The leave will be granted under the condition that the requested date of return is contiguous with the commencement of the next school year. The teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position.*

*11.2.7.3. All other such requests shall be at the shall be at the discretion of the Superintendent.*

### *11.3. Salary and Benefit Premium Payment Health Related*

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

*11.3.2. When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per article 10.*

*11.3.3. The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*

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

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

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

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

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

*11.4.3. Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the*

*Employer will continue paying the Employer portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the Employer portion of the benefit premiums.*

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

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

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

## 12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

### *12.1. Personal Reasons*

*A teacher shall receive leave of absence for personal reasons subject to the following conditions:*

*12.1.1.* ***With Full Pay***

*i. For the **critical illness** of husband or wife, son or daughter, brother or sister, parent, grandchild, or grandparents, of the teacher or of the teacher's spouse:*

*a) In town: not more than three (3) working days.*

*b) Out of town: not more than five (5) working days.*

*A medical statement certifying critical nature of illness may be required.*

*ii. For the funeral of any of the above:*

*a) In town: not more than three (3) working days.*

*b) Out of town: not more than five (5) working days.*
*For combined critical illness and death:*

*a) In town: not more than six (6) working days.*

*b) Out of town: not more than ten (10) working days.*

*iii. The Employer will consider, upon request, leave in addition to (i) and (ii) when special circumstances prevail.*

iv. Leave of two (2) days for:

a) Paternity leave within five (5) days of the birth of a child or the child's release from the hospital, or

b) Adoption

Three (3) additional days will be provided for travel if the birth of the child occurs out of town for medical necessity or if the adoption occurs out of town.

v. For the closure of public roads within the boundaries of the Employer including Fort McMurray airport which, despite reasonable efforts, prevents the attendance of the teacher at their own school.

vi. For the closure of Highways leading directly to Fort McMurray and for closure of airports which, despite reasonable efforts, prevents the attendance of the teacher at their own school.

*vii. For bargaining sessions with the Employer if it is agreed to bargain during school hours provided that full reimbursement of the substitute teacher salary is recoverable from the Association.*

*12.1.2. A teacher may apply for two (2) days of leave with pay per school year for personal reasons and be granted such leave at the discretion of the Superintendent of Schools.*

*12.1.2.1. Continuous and probationary contract teachers who provide six (6) months of service in a school year to the Employer will be eligible to bank one (1) unused personal leave day from that year to be used in the subsequent school year. In the subsequent school year, the banked personal leave will be used prior to personal leave under clause 12.1.2.*

*12.1.2.2. A teacher may apply for one (1) day leave per school year with loss of substitute pay, whether a substitute is required or not, for personal leave as per clause 12.1.2.*

*When a teacher has to pay for the costs of a substitute teacher under this article, the amount shall not exceed the teacher's regular daily rate of pay.*

*12.1.2.3. Additional personal leave not covered elsewhere in this Collective Agreement may be considered with loss of pay.*

**12.2. General Discretionary Leave**

Upon application to the Superintendent or designate, a teacher may be granted a leave:

a) with pay and benefits,

b) without pay but with benefits or

c) without pay and without benefits.

A teacher accessing a general discretionary leave of absence of less than one year will be returned to their assignment at the commencement of the next school year or earlier, at the discretion of the Superintendent. Longer leaves will not be guaranteed a return to their assignment.

## 13. ASSOCIATION LEAVE AND SECONDMENT

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

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

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

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

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

## 14. OTHER LEAVES

***14.1. The Employer may approve leave with full pay:***

*i. To attend conferences, conventions or other meetings,*

*ii. To visit other schools,*

iii. To attend meetings of committees of employers of the Department of Education, meetings of the Senate of the University of Alberta, or meetings of municipal bodies of which they are a member.

iv. For one working day to attend son's, daughter's, spouse's or own post-secondary Convocation, or High School Graduation. For graduations outside the Regional Municipality of Wood Buffalo, the teacher can access an additional day with pay for travel.

*v. For business connected with the school system.*

*vi. To travel beyond the limits of the community with a spouse or child who is referred to a medical doctor, dentist, or other accredited medical practitioner for health care. Verification of referral may be requested by Superintendent or designate. Such leave shall only be approved if the treatment is non-elective (i.e. is covered by Alberta Health Care Insurance Plan) and not reasonably available within the limits of the community.*

*vii. A maximum of four (4) days per school year to attend to the medical needs of a child or spouse.*

*14.2. Leave of absence without loss of salary shall be granted:*

*i. For Jury duty or any summons related thereto;*

*ii. To answer a subpoena or summons to attend as a witness in any proceedings authorized by law to compel the attendance of witnesses providing that the teacher remit to the Employer any witness fee or jury stipend (excluding allowances and / or expenses) set by the Court or other body.*

## 15. GRIEVANCE PROCEDURE

*15.1. This procedure applies to differences:*

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

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

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

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

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

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

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

*15.4.2. A statement of facts giving rise to the grievance;*

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

*15.4.4. The remedy or correction being sought.*

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

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

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

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

*15.7. The Association will give advance notice to the Employer when a grievor plans to attend a grievance meeting. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute and the Employer portion of statutory benefit contributions, as per 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 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—GENERAL

### *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. Nothing herein contained shall reduce the salary of a teacher below the amount payable immediately prior to the effective dates of this Collective Agreement.

16.7. The Employer shall post a copy of the Collective Agreement on the Employer's website within thirty (30) calendar days after the signing of the agreement by the Coordinator of Teacher Employment Membership Support.

**16.8. Notice of Vacancy**

16.8.1. In the event of the creation of a new position or a vacancy of a current position expected to exceed ninety (90) days, the Employer shall post the position on its website.

16.8.2. Notwithstanding clause 16.8.1 for a period not exceeding five (5) operational days within the first ten (10) operational days of June teachers on continuing contracts within the school will be provided the opportunity to request a reassignment to positions that are expected to be vacant in that school for the next school year. At the discretion of the Principal, existing staff will be re-assigned within the school. Once such reassignment has taken place, vacant positions will be posted.

16.8.2.1. Vacant positions are created by teachers taking leaves of absence, resigning or retiring or by increases in enrolment.

16.8.2.2. Probationary teachers offered a second probationary or a continuing contract will remain in their current position or school unless directed by the Superintendent.

**16.9. Superintendent or Designate**

Unless specifically prohibited by statute, the Superintendent of Schools may delegate authority to administer this agreement to the Deputy Superintendent, Associate and Assistant Superintendent or Director excluded from this agreement as per clause 1.2. Such delegation of authority should be defined in an appropriate Employer Policy.

**16.10 Job Sharing**

16.10.1 A shared job assignment may be granted by the Employer in accordance with the following terms.

16.10.2 The proportion of a full-time position taught by each teacher shall be mutually decided by the two teachers and must be agreeable to the Employer.

16.10.3 On approval of the application of the teachers, the Employer shall grant the shared job assignment for a guaranteed period of one school year. By April 30 in the school year of the shared job assignment, the teachers involved must advise the Employer that they wish to return to their former status or they must apply for a continuation of the shared job assignment.

## *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 employers 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 employers and teachers, to clarify the intentions of the parties during bargaining.*

## *LETTER OF UNDERSTANDING #2:*

## *THE FORT MCMURRAY ALLOWANCE*

1. *Payment of Fort McMurray Allowance is conditional upon the Employer continuing to receive, from the Government of Alberta, the Fort McMurray Allowance, which funding can be increased, decreased or discontinued, at the sole discretion of the Government of Alberta, upon the provision of notice to the Employer.*

2. *A teacher whose primary employment and residence is in Fort McMurray or the Regional Municipality of Wood Buffalo, will receive a Fort McMurray Allowance of $12,480 per year, prorated by FTE for part-time teachers.*

    a. *The Fort McMurray Allowance will be paid in the same manner as the salaries of teachers as per section 220 (1) of the Education Act, meaning the daily value of the FMA is 0.5% of the annual amount (1/200).*

    b. *Effective September 1, 2026, the Fort McMurray Allowance is comprised of a Fort McMurray Living Allowance (FMLA) AND a Northern Travel Allowance (NTA).*

        i. *The FMLA shall be $7,930 per year; and*

        ii. *The NTA shall be $4,550 per year.*

    c. *The NTA is a taxable benefit paid to compensate for the cost of personal and medical travel between Fort McMurray and Edmonton.*

    d. *The FMLA is non-pensionable compensation and will be subject to all legislated tax deductions at source.*

    e. *The combined Fort McMurray Allowance shall not exceed the total public sector allowance.*

    f. *The composition of the Fort McMurray Allowance will not be adjusted based on the general wage increases.*

    g. *The Fort McMurray Allowance will not be included in the calculation of severance pay, insurable salary, life insurance or for long-term disability entitlement purposes.*

3. *The Fort McMurray Allowance will not be paid for periods of leave that are unpaid by the employer, except for extended disability (provided the teacher maintains their primary residence in Fort McMurray or the Regional Municipality of Wood Buffalo) and periods where Supplementary Employment Benefits are paid in accordance with clause 11.3.1.*

4. *A teacher is not eligible for receipt of a Northern Allowance or Remote Retention Allowance Northern Incentive if they are eligible for receipt of the Fort McMurray Allowance.*

5. *Substitute teachers are not eligible for the Fort McMurray Allowance.*

6. *In the event that the Fort McMurray Allowance is discontinued by the Government of Alberta, the Employer will continue to provide the Northern Travel Allowance (NTA) described herein.*

## *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 employers between June 1 of the previous year and May 31 of the given year (in the manner described in clause 3.4) for inclusion in the subsequent September 1 experience increment calculation. Only one request for written proof of concurrent experience shall be made per school year.*

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

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

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

## *LETTER OF UNDERSTANDING #4*

## *DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE*

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

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

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

***NOW THEREFORE THE PARTIES AGREE THAT:***

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

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

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

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

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

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

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

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

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

## *LETTER OF UNDERSTANDING #5:*

## *EXPERIENCE FORM*

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

- *To support the administration of teaching experience provisions in collective agreements between all Public, Catholic, and Francophone employers 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 1st and February 1st.*

*Prior Experience*

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

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

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

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

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

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

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

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

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

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

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

**LETTER OF UNDERSTANDING—LOCAL**

## LETTER OF UNDERSTANDING #6

## PROFESSIONAL LEARNING FUND

The Employer will develop and administer operational guidelines for the administration of the Professional Learning Fund. They will be based on the FRAME OF REFERENCE FOR TEACHER PROFESSIONAL GROWTH FUND–FORT MCMURRAY ROMAN CATHOLIC TEACHERS. The guidelines will include a maximum of five days of paid absence per school year.