COLLECTIVE AGREEMENT

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

BETWEEN

THE CALGARY ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2024 to AUGUST 31, 2028

CALGARY CATHOLIC SCHOOL DISTRICT

TABLE OF CONTENTS

1. APPLICATION/SCOPE 3
2. TERM 6
3. SALARY 9
4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE 15
5. GUEST (SUBSTITUTE) TEACHERS 19
6. PART TIME TEACHERS 22
7. GROUP BENEFITS 22
8. CONDITIONS OF PRACTICE 24
9. PROFESSIONAL DEVELOPMENT 26
10. SICK LEAVE 29
11. MATERNITY, ADOPTION AND PARENTAL LEAVE 30
12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE 33
13. ASSOCIATION LEAVE AND SECONDMENT 34
14. OTHER LEAVES 35
15. GRIEVANCE PROCEDURE 38
16. EMPLOYMENT 42

LETTERS OF UNDERSTANDING—CENTRAL 44

LETTERS OF UNDERSTANDING: LOCAL 51

This collective agreement is made this 28th day of October 2025, between The Calgary Roman Catholic Separate School Division ("School Division") and the Alberta Teachers' Association ("Association").

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

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

WHEREAS terms and conditions of employment of these persons have been subject to negotiations between the parties; and

WHEREAS the parties desire that these matters be set forth in an Agreement;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Land Acknowledgement

The Creator gifted us with this land that we are blessed to share and care for together. The Calgary Catholic School Division acknowledges that the land we gather on, Mohkinstsis, is the ancestral territory of the Siksikaitsitapi: the Siksika, Kainai, Piikani and Amskapi Pikuni.

We acknowledge all First Nations and Métis of Treaty 7 lands, including the Tsuut'ina and Iethkabi which includes Bearspaw, Chiniki and Goodstoney.

The Calgary Catholic School Division commits to advancing reconciliation guided by truths, respecting treaty laws, and humbly walking alongside First Nations, Métis and Inuit.

We recognize all who live, work and play on these lands and who now call this place home.

1. APPLICATION/SCOPE

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

1.2. **Excluded Positions:**

1.2.1. Manager, Recruitment

1.2.2. All Directors

1.2.3. All personnel above the rank of Director

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

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

1.4.1. *has exclusive authority to bargain collectively with the Teachers' Employer Bargaining Association (TEBA) on behalf of all the teachers in the bargaining units and to bind the teachers in any Collective Agreement with respect to central terms; and*

1.4.2. *has exclusive authority to bargain collectively with each school division on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a Collective Agreement.*

1.5. ***Role of TEBA***

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

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

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

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

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

1.8. *This Collective Agreement cancels all former Collective Agreements and all provisions appended thereto.*

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

1.10. **Consultation**

1.10.1. The teachers recognize the right and responsibility of the School Division to formulate policy. The School Division agrees that it will not make changes in the present working conditions which are not covered

in this Collective Agreement, without first having the matter considered by an Advisory Committee consisting of the Local President or designate, the Executive Assistant and three (3) teachers appointed by the Association Local 55. The School Division will appoint five (5) administrative personnel, one of whom shall be the Chief Superintendent or designate.

The Advisory Committee shall meet every two (2) months during the school year, with sufficient time allocated for discussion of the Agenda. The meeting schedule shall be established by September 15 of each school year.

1.10.2. One member of the Administrative staff representative on the Advisory Committee will be responsible for convening the meetings, preparing the Agenda, including all items submitted by the Association Local #55 and the School Division and for the provision of such information as is required and available.

1.10.3. Positions taken by the representatives to the Committee shall be recorded at the Committee meeting. Minutes from meetings shall be reviewed and approved by the Association Local #55 and the School Division and signed by the Advisory Committee representatives at the next Committee meeting. A fully executed copy of the Advisory Committee Minutes will be kept by the Association Local #55 and the School Division.

The recording of Minutes shall alternate between the Association Local #55 and the School Division.

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

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

1.12.1. ***Scope***

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

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

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

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

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

1.12.2. ***Structure***

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

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

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

d) The committee will be chaired jointly.

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

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

2. TERM

2.1. *The term of this Collective Agreement is September 1, 2024 to August 31, 2028. Unless stated otherwise, this 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 the School Division 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 the School Division shall meet and commence collective bargaining not more than thirty (30) days after notice is given. At the first meeting, the Association and the School Division shall exchange details of all amendments sought.*

2.7. ***Opening with Mutual Agreement***

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

2.7.2. *The Association and the School Division may at any time by mutual agreement negotiate revisions to the local matters contained in this*

Collective Agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.

2.8. ***Provision of Information***

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

2.8.1.1. name,

2.8.1.2. certificate number,

2.8.1.3. home address,

2.8.1.4. personal phone number,

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

2.8.1.6. contract type,

2.8.1.7. full-time equivalency (FTE), and

2.8.1.8. salary grid placement.

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

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

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

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

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

2.8.2.2. Most recent School Division financial statements;

2.8.2.3. Total benefit premium cost;

2.8.2.4. Total substitute teacher cost;

2.8.2.5. Current benefit premium rates;

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

2.8.2.7. Total other allowance cost; and

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

3. SALARY

3.1. ***Basic Salary Schedule***

3.1.1. *The salary for a teacher shall be determined pursuant to the following Basic Salary Schedule:*

Categories of Teacher Qualification and Applicable Salary

Effective September 1, 2024 (3% increase)

Years of Teaching Experience	***Years of University Training***		
	Four	***Five***	***Six or more***
0	*$63,002*	*$66,784*	*$71,234*
1	*$66,784*	*$70,127*	*$74,582*
2	*$70,127*	*$74,028*	*$78,363*
3	*$74,028*	*$77,801*	*$82,260*
4	*$77,801*	*$81,256*	*$85,605*
5	*$81,256*	*$85,041*	*$89,491*
6	*$85,041*	*$88,931*	*$92,839*
7	*$88,931*	*$92,282*	*$96,613*
8	*$92,282*	*$96,175*	*$100,505*
9	*$96,175*	*$99,958*	*$103,857*
10	*$100,401*	*$103,857*	*$108,187*

Effective September 1, 2025 (3% increase)

Years of Teaching Experience	Years of University Training		
	Four	Five	Six or more
0	$64,892	$68,788	$73,371
1	$68,788	$72,231	$76,819
2	$72,231	$76,249	$80,714
3	$76,249	$80,135	$84,728
4	$80,135	$83,694	$88,173
5	$83,694	$87,592	$92,176
6	$87,592	$91,599	$95,624
7	$91,599	$95,050	$99,511
8	$95,050	$99,060	$103,520
9	$99,060	$102,957	$106,973
10	$103,413	$106,973	$111,433

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

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

Effective September 1, 2027 (3% increase)

Years of Teaching Experience	Years of University Training		
	Four	Five	Six or more
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

Years of Teaching Experience	*Years of University Training*		
	Four	*Five*	*Six or more*
6	*$97,377*	*$101,367*	*$105,550*
7	*$101,790*	*$105,849*	*$110,044*
8	*$106,201*	*$110,332*	*$114,539*
9	*$110,611*	*$114,811*	*$119,033*

3.2. ***Education***

3.2.1. *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.*

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

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

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

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

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

3.2.3.2. *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.*

3.3. ***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.

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

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

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

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

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

Prior Experience

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

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

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

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

3.3.7. *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.3.8.*

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

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

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

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

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

3.3.10. *Clauses 3.3.6 through 3.3.9 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.*

3.4. ***Special Considerations for Other Education and Experience***

3.4.1. In addition to teacher education as per clause 3.2 and teacher experience as per clause 3.3, the School Division shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a requirement of their teaching assignment.

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

3.4.1.2. 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.

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

3.4.2. After the evaluation in 3.4.1 has concluded, the School Division shall place a teacher on a step greater than their experience and/or education dictates under clauses 3.2 and 3.3 to recognize additional experience and/or education, up to the maximum provided in the applicable category.

3.4.3. 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.

3.5. ***Night Classes and Summer School Program/Classes***

3.5.1. Effective September 1, 2024, to each teacher of a night class or summer school program/classes, the sum of $71.50 per hour of instruction. To each coordinating teacher of night classes or summer school program/classes, the sum of $76.75 per hour, effective September 1, 2024.

Effective September 1, 2024, to each Vice-Principal of summer school program/classes, the sum of $79.63 per hour.

3.5.2. To each teacher of a night class or summer school program/classes, the sum of $73.65 per hour of instruction, effective September 1, 2025. To each coordinating teacher of night classes or summer school program/classes, the sum of $79.05 per hour, effective September 1, 2025.

To each Vice-Principal of summer school program/classes, the sum of $82.02 per hour, effective September 1, 2025.

3.5.3. To each teacher of a night class or summer school program/classes, the sum of $75.86 per hour of instruction, effective September 1, 2026. To each coordinating teacher of night classes or summer school program/classes, the sum of $81.42 per hour, effective September 1, 2026.

To each Vice-Principal of summer school program/classes, the sum of $84.48 per hour, effective September 1, 2026.

3.5.4. To each teacher of a night class or summer school program/classes, the sum of $78.14 per hour of instruction, effective September 1, 2027. To each coordinating teacher of night classes or summer school program/classes, the sum of $83.86 per hour, effective September 1, 2027.

To each Vice-Principal of summer school program/classes, the sum of $87.01 per hour, effective September 1, 2027.

3.6. **Service outside of the operational days**

Teachers who are not in receipt of a Principal, Vice-Principal, Assistant Principal or Supervisor allowance who are directed to work (at the written request of the Chief Superintendent, or designate, with agreement by the teacher) outside of the established divisional operational calendar, shall be granted one (1) lieu day for each full day worked, or one-half (1/2) lieu day for each half day worked. These days will be taken on dates that are mutually agreeable to the teacher and the Principal of their school. Guest (Substitute) Teacher coverage will be provided for this day, if required.

If the teachers being directed to work are teachers new to the school division they shall be placed on contract for these days, in order to be covered by benefits for this period.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation of New Designations/Positions

4.1.1. Upon creation or designation by the School Division of new positions within the scope of this Article 4 and not covered by clause 4.2.6, Allowances shall be arrived at by agreement with the Negotiating Subcommittee of the Association Local #55 and added to this Agreement by addendum; and the said Negotiating Subcommittee is hereby authorized to so represent and bind the Association.

4.2. ***Administration Allowances***

4.2.1. *In addition to salary under Article 3, the School Division shall pay to teachers an additional sum (in this Agreement called an "Allowance") at a rate per annum payable during the period from September 1st to August 31st, as more particularly set forth in the following provisions of this Article 4.*

4.2.2. *Pupil Count:*
For purposes of this Article 4, numbers of pupils in a school shall be determined by count on September 30th, to establish the rate of Allowance payable for the school year.

4.2.3. *Principals:*

The School Division shall pay to each school Principal an Allowance as follows:

Effective September 1, 2024

$18,399.92 plus $22.72 per pupil for each pupil over 150 pupils to maximum of $48,657.20. Notwithstanding the formula, the minimum Allowance will be $27,111.66.

Effective September 1, 2025

$18,951.92 plus $23.40 per pupil for each pupil over 150 pupils to maximum of $50,116.92. Notwithstanding the formula, the minimum Allowance will be $27,925.01.

Effective September 1, 2026

$19,520.48 plus $24.10 per pupil for each pupil over 150 pupils to maximum of $51, 620.43. Notwithstanding the formula, the minimum Allowance will be $28,762.76.

Effective September 1, 2027

$20,106.09 plus $24.82 per pupil for each pupil over 150 pupils to maximum of $53,169.04. Notwithstanding the formula, the minimum Allowance will be $29,625.64.

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

4.2.3.2. The School Division shall pay to each Principal assigned to multiple school locations (two (2) or more), an additional twelve percent (12%) of the Principal allowance based on the combined student count from all multiple school locations the Principal is assigned to.

4.2.4. ***Vice-Principal:***

The School Division shall pay to each Vice-Principal an Allowance equal to one-half (1/2) of that payable under clause 4.2.3 to the Principal of the school in which the Vice-Principal is assigned.

4.2.5. ***Assistant Principal:***

The School Division shall pay to each Assistant Principal an Allowance of:

Effective September 1, 2024; $7,502.52.

Effective September 1, 2025; $7,727.60.

Effective September 1, 2026, $7,959.43.

Effective September 1, 2027, $8,198.21.

Where an Assistant Principal is appointed, the position is in addition to the normal administrative staff allocation.

4.2.6. ***Other Allowances:***

The School Division shall pay to each teacher appointed by the School Division to the following positions, the Allowance respectively set forth opposite each such position, namely:

4.2.6.1. ***Supervisor***

Effective September 1, 2024; $30,293.33

Effective September 1, 2025; $31,202.13

Effective September 1, 2026, $32,138.19

Effective September 1, 2027, $33,102.34

4.2.6.2. ***Consultant:***

Effective September 1, 2024; $14,432.36

Effective September 1, 2025; $14,865.33

Effective September 1, 2026, $15,311.29

Effective September 1, 2027, $15,770.63

4.2.6.3. ***Coordinating Teacher:***

Effective September 1, 2024; $4,901.77

Effective September 1, 2025; $5,048.82

Effective September 1, 2026, $5,200.28

Effective September 1, 2027, $5,356.29

4.3. Red Circling

4.3.1. Principals and Vice-Principals who change schools at the request of the School Division shall be paid the greater of (a) or (b):

a) the Allowance received by the Principal or Vice-Principal at the school in the year they are leaving,

b) the Allowance that the Principal or Vice-Principal could receive at the new school.

The Allowance in (a), will never be increased.

4.4. Principal Absence

4.4.1. In the event that a Principal is absent from duty for a period in excess of five (5) consecutive teaching days, another administrator, teacher or temporary contract administrator, as determined by the School Division, shall assume the responsibility. In the event that another administrator or teacher assumes the responsibility, they shall be paid the Allowance of the absent Principal, commencing with the sixth (6th) day.

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

4.5.1. *Any administrator with a Principal designation who has successfully completed a five (5) school year term appointment as a Principal shall have their Principal designation deemed continuing.*

4.5.2. *Administrators appointed to a Principal designation shall first be appointed to the Principal designation under a probationary one (1) school year term appointment to determine their suitability. Should the School Division determine that a second probationary school year term appointment is required the reasons for it shall be provided, in writing, to the Principal.*

At the successful conclusion of the respective probationary term, the Principal shall be granted a four (4) school year term appointment to the designation of Principal.

4.5.3. *At the successful conclusion of the four (4) school year term appointment, the Principal shall be appointed to the continuing designation of Principal.*

4.5.4. *The continuing designation of Principal is not school specific, is not applicable in the case of resignations or the acceptance of other designations or School Division positions and is not applicable in surplus situations including but not limited to school closures as determined by the School Division.*

4.5.5. Principals shall be evaluated in accordance with the School Division's procedures for Principal performance evaluation. A Principal may request a review of their evaluation to the Chief Superintendent or designate.

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

4.5.7. Any current Assistant or Vice Principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2023 may continue under the term contract until the total number of years designated as an Assistant or Vice Principal is five years.

4.5.8. 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 School Division may extend the temporary contract for one additional year and must decide by January 1, 2024 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire

at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.

4.6. **Principal Leave**

4.6.1. Principals shall be granted two (2) days leave with pay during a school year, at a time mutually agreeable to the Principal and the Chief Superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the Principal and the Chief Superintendent or designate, the School Division will pay out the unused paid leave days at the rate of one two-hundredth (1/200th) of the Principal's annual salary and Allowance by the end of June of each year.

Principals shall be granted one (1) additional day of leave with pay during a school year, at a time mutually agreeable to the Principal and the Chief Superintendent or designate. This day will have no payout option available.

4.6.2. If the three (3) leave with pay days are not taken within the school year, the School Division will pay out a maximum of two (2) unused leave with pay days at the rate of one two-hundredth (1/200th) of the Principal's annual salary and Allowance by the end of June of each year.

4.6.3. Vice-Principals and Assistant Principals shall be granted one (1) day leave with pay during a school year, at a time mutually agreeable to the Vice-Principal and the Chief Superintendent or designate or the Assistant Principal and the Chief Superintendent or designate. This day will have no payout option available. Guest (Substitute) Teacher coverage will be provided for this day, if required.

5. GUEST (SUBSTITUTE) TEACHERS

5.1. *Rates of Pay*

5.1.1. *In lieu of salary under the Basic Salary Schedule, the School Division shall pay to teachers employed on the basis of the teacher being available for service if and when called upon by the School Division, and known as Guest (Substitute) Teachers.*

5.1.2. *Effective September 1, 2024, three per cent (3%) increase, the full day substitute teachers' daily rates of pay will be $237.33 plus two per cent (2%) in lieu of benefits of $4.75 for a total of $242.08. Half days will be paid at fifty (50%) percent of the full day allowance.*

5.1.3. *Effective September 1, 2025, the full day substitute teachers' daily rates of pay will be $271.00 plus two per cent (2%) in lieu of benefits of $5.42 for a total of $276.42.*

5.1.4. 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.

5.1.5. *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.*

5.1.6. All of the above rates of pay provided in this Article 5 and clause 3.5 include vacation pay.

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

5.1.7.1. 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*

5.1.7.2. 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.

5.1.7.3. Notwithstanding 5.1.7.2, nothing shall prevent part-time teachers from accepting substitute teacher work or being compensated in accordance with clause 5.1.7.

5.2. ***Commencement of Grid Rate***

5.2.1. *Notwithstanding clause 5.1.1, if a Guest (Substitute) Teacher is employed for a period of two (2) or more consecutive days on the same day-to-day assignment, the School Division shall place the Guest (Substitute) Teacher on the Basic Salary Schedule, according to teacher qualifications and experience, on the second (2nd) and consecutive subsequent days in the same day-to-day assignment.*

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 Development day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

*5.3. **Other Guest (Substitute) Teacher Conditions***

5.3.1. *Payment for Injury Not Covered by Workers' Compensation Act (WCB)*

5.3.1.1. *Should a Guest (Substitute) Teacher not covered by Workers' Compensation Act (WCB) benefits be unable to work as a result of an injury sustained while performing their duties for the School Division, the Guest (Substitute) Teacher shall be paid an amount of money equal to the per diem rate specified in clause 5.1 up to a maximum of twenty (20) consecutive teaching days immediately following the injury, provided the inability to work as a result of the injury is verified by a physician.*

5.3.1.2. *Any payment made by the School Division shall be made on a without prejudice basis and without any liability to the School Division. Any payment accepted by the Guest (Substitute) Teacher does not preclude the Guest (Substitute) Teacher from exercising their ability to take legal action against the School Division.*

5.3.1.3. *The School Division may direct a Guest (Substitute) Teacher to be examined by the School Division's appointed physician at the expense of the School Division, provided that both the Guest (Substitute) Teacher and the Association Local #55 are so informed in writing.*

5.3.2. **Guest (Substitute) Teacher Coverage**

5.3.2.1. Both parties to the Collective Agreement recognize the importance of continuity of instruction by the regular classroom teacher in the creation of a quality learning environment for students.

5.3.2.2. The School Division agrees to continue to make every effort to provide a Guest (Substitute) Teacher for a classroom teacher whose absence will interrupt the provision of instruction for students. The provision for Guest (Substitute) Teachers for these purposes may be altered, if agreed, between the School Division, and the Principal and teachers at any school.

5.3.3. Guest (Substitute) Teachers who are advised by school administration when the Guest (Substitute) Teacher arrives at the school that their services are no longer required, shall be paid the rate owed for the designated assignment. This shall apply to the first day of an assignment only.

5.3.4. **Professional Development**

Where the School Division requires Guest (Substitute) Teachers to complete mandatory professional development and/or in-service modules prior to the commencement of service or during the school year, the School Division will pay Guest (Substitute) Teachers for one (1) full day at the applicable Guest (Substitute) Teacher daily rate of pay per school year. Such payment will be made on the next regular paycheque following the month of completion of the modules required by the School Division.

5.3.5. ***Training***

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

6. PART TIME TEACHERS

6.1. *FTE Definition: 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 Teacher Salary*

6.2.1. *A "Part-Time Teacher" is one who is employed under written contract but who is assigned to duties on a regular basis that requires less than a full-time equivalent. A Part-Time Teacher shall be paid a salary in accordance with the Basic Salary Schedule, proportionate to the percentage of the full-time equivalent taught each day as outlined in the written contract.*

7. GROUP BENEFITS

7.1. ***Group Health Benefit Plans, Carrier and Premiums***

7.1.1. *The School Division shall effect and maintain the group insurance plans and contribute to premium costs as follows:*

7.1.1.1. *Major Medical Benefit: 100%*

7.1.1.2. *Group Life and Accidental Death and Dismemberment Insurance: 100%*

7.1.1.3. *Long Term Disability Insurance: 100%*

7.1.1.4. *Dental Care Insurance: 100%*

Teachers new to the School Division must become members of the plan unless already covered by another plan.

7.1.1.5. *Vision Care: 100%*

7.1.1.6. ***Health Spending Account (HSA):***

7.1.1.6.1. The School Division will contribute an annual amount of one percent (1%), to the maximum allowed Health Spending Account credit contributions per school year shall be $900. Teachers with Health Spending Account balances greater than $900 shall be allowed to be carry forward any current unused balance to the extent permitted by the Canada Revenue Agency (CRA).

7.1.1.6.2. The Division will establish a Health Spending Account (HSA)/Wellness Spending Account (WSA). On an annual basis, each teacher will have the option to allocate all or a portion of their annual HSA credit to a WSA. If the annual credits are not allocated, then all credits will be allocated to their HSA.

7.1.1.6.3. The unused balance is carried forward to the next plan year. The carry forward amount must be used by the end of that year, or it will be forfeited. Teachers leaving the employ of the School Division for any reason will automatically forfeit any unused balance.

7.1.2. *The School Division shall provide group health benefit plans that provide at least equivalent to:*

7.1.2.1. *Without significant changes to coverage levels, 100% drug reimbursement and drug card. Significant changes would be subject to approval of the parties.*

7.1.2.2. *ASEBP Vision Care Plan 3.*

7.2. ***Group Benefits Eligibility***

Dental Care Insurance, Long Term Disability Insurance, Group Life and Accidental Death and Dismemberment Insurance, Vision Care Plan and Personal Health Spending Account/Wellness Spending Account are to be applicable to teachers with more than six (6) months of service.

7.3. **Changes in Benefits Coverage**

Should the School Division anticipate changes to the Benefit Plans, the School Division shall formally discuss anticipated changes with the Association Negotiating Subcommittee. The Association Negotiating Subcommittee shall be fully informed of all particulars, where possible, at least one (1) month in advance, prior to any meeting(s).

The Director, Employee & Labour Relations shall convene a meeting(s) of the parties, to review the anticipated changes, methods of maintaining the current Benefit Plans and suggested alternatives brought forward by any party.

7.4. **Other Group Benefits**

7.4.1. **Employment Insurance Rebates:**

In consideration of the improvements to the Employee Benefit Plans and Sick Leave Benefits, the employees covered by this Agreement waive any claims on additional rebates occasioned by the complete School Division coverage of the Employment and Immigration Commission Disability Plan.

7.4.2. **Parking Lots:**

Where available, parking lots without car heater outlets shall be provided to teachers free-of-charge. Car heater outlets, where available, will be provided at no cost to the teachers.

8. CONDITIONS OF PRACTICE

8.1. ***Teacher Instructional and Assignable Time***

8.1.1. Teacher instructional time will be capped at 916 hours per school year commencing the 2022-2023 school year.

8.1.2. *Teacher assignable time is capped at 1200 hours per school year.*

8.2. ***Assigned Time Definition***

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

a) operational days (including teachers' convention);

b) instruction;

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

d) parent teacher interviews and meetings;

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

f) *staff meetings;*

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

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

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

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

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

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

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

8.3. ***Other Conditions of Practice***

8.3.1. *Staff deployment within a school shall be the responsibility of the Principal and the Staff.*

8.3.2. *The parties to this Collective Agreement recognize that, except when temporarily impracticable, each teacher will have regularly scheduled school class time free from classroom instruction or supervision for the purpose of attending to professional responsibilities including preparation, consultation and administrative tasks.*

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

8.3.3.1. *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019, such arrangement must be agreed to in writing by the teacher and the School Division.*

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

8.3.3.3. *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. **Extracurricular**

8.4.1. Extra-curricular activities will be the collective responsibilities of the staff of the school. Individual teachers choose from among these activities based upon their knowledge, skills and interests.

8.4.2. In the normal course of school planning, a Principal should consult with the school council regarding optional program offerings, co-curricular and extra-curricular activities.

9. PROFESSIONAL DEVELOPMENT

9.1. ***Teacher Professional Growth Plan***

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

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

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

9.2. **Sabbatical Leave**

9.2.1. A teacher who has been employed by the School Division for eight (8) years or more, may, upon application, be granted leave of absence by the School Division for one (1) year or for one-half (1/2) year.

9.2.2. Conditions of Leave:

A leave of absence granted by the School Division under clause 9.2.1 shall be subject to the condition and understanding:

9.2.2.1. that the teacher will spend the leave in improving professional qualifications as a teacher, in such manner as is approved by the Chief Superintendent or designate,

9.2.2.2. that the teacher will not engage in remunerative work during the leave, unless the remuneration is accorded in connection with a fellowship awarded by the education institution where studies are pursued,

9.2.2.3. that the leave will be taken during one school year only,

9.2.2.4. that the teacher will return to regular duty with the School Division at the opening of schools for the next school year, or for the next half school year, as the case may be, and shall not resign or retire from service of the School Division for a period of two (2) years after return from the leave of absence.

9.2.3. **Sabbatical Leave Pay:**

Where a teacher is granted a leave of absence under clause 9.2.1, the School Division shall, during the term of such leave, pay to the teacher in lieu of all other salary, Allowance, and other compensation elsewhere in this Collective Agreement provided, a salary at the rate of seventy (70%) percent of the gross salary that the teacher would be entitled to under the Agreement, during the year of leave.

9.2.4. **Teaching Standing:**

A teacher on leave of absence under clause 9.2.1 shall retain their seniority and equivalent position with the School Division during the leave.

9.2.5. **Total Leaves:**

The School Division shall grant in each school year at least a number of sabbaticals equivalent to 0.625% of the total number of teachers employed by the School Division as of September 30 of the preceding year. The School Division may at its discretion in any one (1) year, if it considers that there are sufficient meritorious applications and that the costs are justifiable, grant additional sabbaticals up to a maximum of 1.25% of the total number of teachers employed by the School Division as of September 30 of the preceding year.

9.2.6. **Frequency:**

Not more than one (1) leave of absence whether for a one (1) year period or for a half (1/2) year period shall be granted under clause 9.2.1 to a teacher at one time, nor shall more than one such leave be granted to a teacher for each eight (8) years of service with the School Division.

9.2.7. **Salary Increments:**

Time spent on leave of absence by a teacher under clause 9.2.1 shall not be included as "days of teaching" under clause 3.3.

9.3. **Professional Development Leave and Professional Growth Subsidy**

9.3.1. The School Division shall provide to the Professional Growth Subsidy 400 substitute days with the option to purchase an additional 225 substitute days for the purpose of professional development.

9.3.2. The School Division will make available for the purposes of professional development an annual fund of $300,000.00. This fund will be jointly administered by the Professional Growth Subsidy Committee and the Chief Superintendent or designate in the following manner:

9.3.2.1. The Professional Growth Subsidy Committee will review applications from teachers requiring financial assistance and will in turn make recommendations to the Chief Superintendent or designate as to disbursements.

9.3.2.2. The Association Local #55 shall administer and control the distribution of the Professional Growth Subsidy (PGS) and Professional Improvement Fund (PIF). The Association Local #55 shall provide a bi-annual report in March (for the September to February period) and September (for the March to August period) to the Chief Superintendent or delegated authority showing a summary of disbursement of the funds and any unspent amounts carried forward, and providing a declaration that such disbursements were made in alignment with the guidelines associated with these specified funds.

The funds and their operation may be subject to examination of records by the School Division to confirm the validity and consistency of utilization of funds. The Association Local #55 is required to retain all records and documents relating to fund disbursements for a period of seven (7) years should the School Division request to review them.

9.3.2.3. With the mutual agreement of the parties, substitute days can be converted to cash and added to the $300,000.00 Professional Growth Subsidy fund.

9.4. **Professional Improvement Fund (PIF)**

9.4.1. The Professional Improvement Fund Committee will review guidelines annually. Any changes shall be reported to the respective parties by April 30 each year.

9.4.2. The guidelines will allow for the disbursement of up to fifty percent (50%) of the current financial resources allocated to Sabbatical Leaves under clause 9.2 of the Collective Agreement.

10. SICK LEAVE

10.1. *Teachers with less than six (6) months service will, receive two (2) teaching days per month of paid sick leave, for the purpose of necessary medical or dental treatment or because of accident, sickness or disability. The two (2) teaching days per month will be pro-rated and credited for the first month of the teacher's employment based on their date of commencement of employment. For the second and subsequent months, the two (2) teaching days per month will be credited to the teacher on the first day of each month. Teachers in the employ of the School Division for more than six (6) months will be granted up to ninety (90) calendar days.*

10.2. ***Duration of Sick Leave***

10.2.1. *After ninety (90) calendar days of continuous absence due to medical disability, no further salary shall be paid and the Long Term Disability Plan shall take effect.*

10.2.2. *A teacher who is absent because of accident, sickness or disability during a vacation period, the first day of sick leave for the teacher will be the first day the teacher was required to be at work following the vacation period.*

10.3. ***Sick Leave Coverage***

10.3.1. *A teacher who has been absent due to medical disability shall, upon return to full-time duty, have the ninety (90) calendar days of sick leave entitlement reinstated.*

10.3.2. *However, should the teacher after having returned to work from the Long Term Disability Plan suffer from a recurrence of the same disabling condition within six (6) months, the teacher shall apply for Long Term Disability benefits immediately. Once approved the Long Term Disability benefit shall be effective the first day of absence due to the recurrence.*

10.4. **Sick Leave Documentation**

Before any payment is made under the foregoing regulations, the teacher shall provide:

10.4.1. A teacher who is absent for necessary medical or dental treatment or because of accident, sickness or disability for more than five (5) consecutive school days shall present a School Division Medical Form to the School Division. A teacher who is absent for the aforementioned reasons for up to five (5) consecutive school days may be required to present a School Division Medical Form to the School Division provided

that the teacher is informed of such requirement on the day of absence or as soon thereafter as the teacher can be contacted by the School Division.

10.4.2. When the sickness extends for a period of over twenty (20) consecutive teaching days, the teacher may, at the discretion of the School Division, be called upon to furnish a further School Division Medical Form signed by a qualified medical practitioner, provided that both the teacher and the Executive Assistant of the Association Local #55 are so informed in writing.

10.4.3. Prior to returning to work after an absence due to illness of over twenty (20) consecutive teaching days, an employee shall supply a satisfactory School Division Medical Form, signed by a qualified medical practitioner.

10.4.4. The School Division may direct a teacher to be examined by the School Division's appointed physician and/or to a Functional Work Assessment at the expense of the School Division, provided that both the teacher and the Executive Assistant of the Association Local #55 are so informed in writing.

10.5. Teachers will, where possible, schedule doctor and dental appointments outside of classroom hours. If scheduling such appointments is not possible outside of classroom hours, teachers will make every effort to limit their absences for appointments to a maximum of one-half (1/2) day for each such occurrence.

10.6. **Changes to School Division Medical Form**

Should the School Division anticipate changes to the School Division Medical Form, the School Division shall formally discuss anticipated changes with the Association Negotiating Subcommittee. The Association Negotiating Subcommittee shall be fully informed of all particulars, where possible, at least one (1) month in advance, prior to any meeting(s).

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

*11.1. **Maternity Leave***

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

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

11.1.3. *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the*

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

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

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

11.2. ***Parental Leave***

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

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

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

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

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

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

11.3. ***Salary Payment and Benefit Premium***

11.3.1. *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of*

the health related portion of the maternity leave at a minimum of six (6) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.

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

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

11.3.4. *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account/Wellness Spending Account (WSA) amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*

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

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

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

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

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

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

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

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

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1. *Teacher Leave*

12.1.1. *A teacher, upon application to the Chief Superintendent or designate, shall be granted one (1) day leave with pay during a school year. The cost of the Guest (Substitute) Teacher shall be paid by the School Division.*

12.1.2. A teacher shall be entitled to carry forward one (1) such day of Teacher Leave not previously used by the teacher, in which case, the teacher shall be entitled to a maximum of two (2) days of Teacher Leave in a given school year. If the teacher has used two (2) such days in any school year, the teacher will not be entitled to carry forward any other such days not used prior to that year.

12.1.3. In the event that a teacher has two (2) days of Teacher Leave available in a given school year, the second (2nd) day shall not be taken in conjunction with any other leave provision, including Teacher Leave.

12.1.4. The Teacher Leave day(s) with pay will not be granted:

12.1.4.1. on Faith Day;

12.1.4.2. on Professional Development days;

12.1.4.3. on Parent/Teacher days;

12.1.4.4. on School Division Teacher Organization days;

12.1.4.5. on School Special Event days, and

12.1.4.6. to extend any holiday period, i.e., Christmas Break, Spring/Easter and the Summer Break.

12.1.5. The School Division may limit the number of teachers granted one (1) day leave with pay on any given day so as not to have any negative effect on School Division operations.

12.1.6. This clause is applicable to all teachers, including teachers who are in receipt of a salary Allowance, as set forth in Article 4.

12.2. **Personal Leave**

At the sole discretion of the Chief Superintendent or designate, a leave of absence may be granted to a teacher for any period of time, for any reason that

the Chief Superintendent or designate considers sufficient on the basis that the following amounts will be deducted from the teacher's salary:

12.2.1. during the first five (5) consecutive days thereof, teachers will be charged at:

12.2.1.1. for the first day, the current Guest (Substitute) Teacher rate as per clause 5.1, and

12.2.1.2. for days two (2) to five (5) inclusive, seventy-five (75%) percent of the teacher's daily salary plus

12.2.2. one two-hundredth (1/200th) of the teacher's annual salary for each day of such leave in excess of five (5) consecutive days. After twenty-one (21) calendar days of such leave, the teacher shall be responsible for the costs of benefits for the duration of the leave.

12.3. **Unspecified Leave**

12.3.1. A teacher, upon application, shall be granted one (1) day of unspecified leave during a school year. Each teacher shall be entitled to carry forward one (1) such day of unspecified leave not previously used by the teacher, in which case, the teacher shall be entitled to a maximum of two (2) days of unspecified leave in a given school year. If the teacher has used two (2) such days in any school year, the teacher will not be entitled to carry forward any other such days not used prior to that year.

12.3.2. The teacher shall be charged the current Guest (Substitute) Teacher rate for each day of unspecified leave used.

12.4. ***Long Service Leave***
A teacher, upon achieving twenty-five (25) and thirty (30) years of service with the School Division, shall be granted one (1) day leave with pay, to be taken within the school year of achieving their twenty-fifth (25th) or thirtieth (30th) year of service. This day will have no payout nor carry over option available. Guest (Substitute) Teacher coverage will be provided for this day, if required.

13. ASSOCIATION LEAVE AND SECONDMENT

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

13.2. *A teacher shall be granted leave of absence with pay provided the School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Alberta School Employee Benefit Plan Board of Trustees, the Alberta Teachers' Retirement Fund Board of*

Directors, or the Association's Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.

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

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

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

14. OTHER LEAVES

14.1. ***Compassionate Leave***

14.1.1. A teacher attending the funeral or memorial service of a near relative may be granted up to five (5) days leave of absence with pay. If the teacher does not attend the funeral or memorial service, reasonable leave with pay may be granted by the Chief Superintendent or designate. Additional leave may be granted when, at the discretion of the Chief Superintendent or designate, circumstances warrant it.

14.1.2. A Funeral Service is a service held to memorialize a deceased person with their body present. A Memorial Service is a service held to memorialize a deceased person with their body not present. If a burial occurs prior to the service for a loved one, the service is considered a Memorial Service.

14.2. ***Family Critical Illness and Emergency Leave***

In the event of critical illness of a near relative or other family emergency, a teacher shall be granted a maximum of five (5) days leave of absence with pay. For the purposes of this clause, a family emergency shall be defined as an emergency where the presence of the teacher is required. Additional leave may be granted, when at the discretion of the Chief Superintendent or designate, circumstances warrant it.

14.3. ***Near Relative***

For purposes of clauses 14.1 and 14.2, "near relative" shall be defined as the spouse of the teacher and the grandparents, parents, brothers, sisters, children, and grandchildren (and their respective spouses) of the teacher and of the teacher's spouse and other persons at the discretion of the Chief Superintendent or designate.

14.4. **Graduation, Convocation and University Exams**

14.4.1. A teacher, upon application, shall be granted one (1) day leave with pay during a school year to attend the teacher's child's senior high school graduation or to attend the teacher's, teacher's spouse's or teacher's child's convocation ceremony.

14.4.2. The School Division shall grant a leave of absence with pay to a teacher when the leave is required for the purpose of writing examinations related to certification or professional qualification of the teacher.

14.5. ***Paternal Leave***

A husband shall be granted two (2) days leave with pay at any time within the two (2) week period following the birth of the teacher's baby.

14.6. ***Jury Duty***

A teacher shall be granted by the School Division such time as is required for jury duty. The teacher shall present proof of service and will return to the School Division such fees as are paid to them by the court for jury duty appearances.

14.7. ***Court Appearances***

A teacher shall be granted by the School Division such time as is required for appearance as a subpoenaed witness provided that the matter for which the teacher is required to testify is not against the School Division or in an action commenced by the teacher for financial gain. The teacher shall present proof of service and will return to the School Division such fees as are paid to them by the court for such appearances.

14.8. **Adoption Leave (Leave for Child's Arrival)**

A teacher shall be granted leave with pay for adoption purposes as follows:

One (1) day within the city, and

Two (2) days out of the city.

A teacher shall be granted two (2) days' leave with pay for adoption purposes.

14.9. **Leave**

14.9.1. The School Division may, upon application, grant a leave of absence for up to one (1) year without pay to a teacher:

a) in the case of circumstances attested to by a qualified medical practitioner, or

b) if the teacher attends a university for undergraduate or postgraduate work; and the determination of granting of such leave will follow traditional practice, or

c) for any other reason, the School Division may deem justifiable.

14.9.2. When leave granted under this clause exceeds twenty-one (21) calendar days, the teacher will be responsible for the costs of benefits for the duration of the leave.

14.9.3. A teacher granted leave of absence under this clause shall retain their seniority and equivalent position as a teacher with the School Division for the duration of the leave.

14.9.4. A teacher returning from a leave of absence shall submit a medical certificate if requested by the School Division.

14.10. **Child Rearing**

14.10.1. The School Division may, upon application, grant a leave of absence for up to one (1) year without pay to a teacher for the purpose of child rearing.

a) to care for the teacher's own dependent child.

b) the teacher shall apply for the leave three (3) school months in advance of the leave.

c) unless mutually agreed, the teacher shall only return from child rearing leave at the beginning of the school year.

d) leave taken for the purpose of child rearing shall not be considered teaching experience for the purpose of granting a salary increment.

e) a teacher granted leave of absence under this clause shall retain seniority and equivalent position as a teacher with the School Division for the duration of the leave.

14.10.2. This leave, when combined with any other leave provision, will not exceed twenty-four (24) months. When a leave granted under this clause exceeds twenty-one (21) calendar days, the teacher will be responsible for the cost of benefits for the duration of the leave.

14.10.3. The School Division may approve leave in excess of twenty-four (24) months, where necessary, to facilitate the teacher returning at the beginning of the school year in accordance with clause 14.10.1(c).

14.11. *Time spent on leave of absence by a teacher pursuant to the provisions of Article 11, clause 12.2, clause 12.3, clause 14.9, and clause 14.10 shall not be included as "days of teaching" under clause 3.3, except that where leave is given under clause 12.2, application of this section is at the discretion of the Chief Superintendent or designate.*

14.12. Teachers on leave for a period of six (6) months or more shall give the School Division notice of intention to return to active employment at least four (4) school months in advance of termination of such leave of absence.

15. GRIEVANCE PROCEDURE

15.1. This procedure applies to differences:

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

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

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

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

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

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

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

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

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

15.4.4. the remedy or correction being sought.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.15.1. the School Division and the Association; and,

15.15.2. Teachers covered by the Collective Agreement who are affected by the award.

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

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

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

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

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

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

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

15.16.4. In instances where TEBA assumes carriage over a grievance process,

all references to School Divisions in this article shall be read to apply to TEBA.

15.17. ***Optional Mediation Process***

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

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

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

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

15.18. ***Administration***

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

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

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

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

signatories to the resolution.

16. EMPLOYMENT

16.1. Discrimination

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

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

16.2. Teacher Discipline

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

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

16.3. Association Representation

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

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

16.3.3. The School Division shall inform the Teacher prior to such proceeding and/or meeting taking place that a representative of the Association

may accompany the Teacher. However, should the Association representative be unavailable in a reasonable amount of time, the School Division shall not be prevented from proceeding with the disciplinary process. The Association shall not withhold or unreasonably delay requested representation.

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

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

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

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

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

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

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

LETTERS OF UNDERSTANDING—CENTRAL

LETTER OF UNDERSTANDING #1

RECRUITMENT OF TEACHERS TO SUPPORT CLASSROOM COMPLEXITY ISSUES

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

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

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

NOW THEREFORE IT IS COMMITTED THAT:

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

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

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

LETTER OF UNDERSTANDING #2

DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

NOW THEREFORE THE PARTIES AGREE THAT:

1. *School divisions and the ATA 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 ATA or an individual teacher, a school division with a distributed education program shall establish a Distributed Education Collaboration Committee to facilitate ongoing conversations on the above noted elements of a distributed education program.*

LETTER OF UNDERSTANDING #3

TRIAL PROCESS FOR CONCURRENT EXPERIENCE

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

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING #4

EXPERIENCE FORM

ATA 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 3.3.9 in the movement of teachers between jurisdictions covered by the Public Education Collective Bargaining Act.*

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number: _____

Teaching Experience

Recognized Years of Experience: _____

Uncredited Experience:
(In days, in accordance with clause 3.3.4) _____

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.3. 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,

3.3.1. Not gain experience during vacation periods and leaves of absence without salary. Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the Employer/School Division.

3.3.2. 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/School Division.

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

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

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

Prior Experience

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

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

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

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

3.3.7. The Employer/School Division shall recognize prior teaching experience as if it was earned by employment with the Employer/School Division provided that the teacher provides satisfactory proof as per clause 3.3.8.

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

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

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

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

3.3.9. 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/School Divisions covered by PECBA. At the time of movement from another Employer/School Division, the receiving Employer/School Division shall assume the recognition of

experience provided by the previous Employer/School Division.

3.3.10. Clauses 3.3.6 through 3.3.9 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

GUEST (SUBSTITUTE) TEACHERS IN SEPTEMBER

On occasions, where lack of Guest (Substitute) Teacher availability is a concern, the School Division will remove their limitation on retired teachers providing Guest (Substitute) Teacher service in the first month of the school year. ATA Local #55 will be advised of such a decision.