COLLECTIVE AGREEMENT

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

BETWEEN

THE ROCKY VIEW SCHOOL DIVISION

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2024 to AUGUST 31, 2028

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LETTERS OF UNDERSTANDING—LOCAL 55

This collective agreement is made this 28th day of October 2025, between The Rocky View 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, the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties;

AND WHEREAS, the parties desire that these matters be set forth in an agreement to govern the following terms of employment of the teachers, herein referred to as the "collective agreement" or the "agreement";

NOW THEREFORE in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

1. APPLICATION / SCOPE

1.1. This collective agreement shall be applicable to every person who requires a teaching certificate as a condition of employment with the School Division, including teachers with principal / assistant 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.

1.1.1. This agreement and its attachments constitute the entire agreement between the School Division and the Association.

1.1.2. Except for the provisions covered by Clauses 1.1, 1.2, 2, 3.1, 3.2, 3.3, 3.4, 4.1, 5, 15, none of the provisions of this agreement apply to substitute teachers.

1.1.3. Except for the provisions outlined in Article 15 Grievance Procedure, none of the provisions of this collective agreement shall apply to a teacher to whom Clause 3.7.3 applies.

1.2. Excluded Positions: notwithstanding Clause 1.1, employees holding the following designations shall be excluded from this agreement:

1.2.1. Superintendent,

1.2.2. Deputy Superintendent,

1.2.3. Associate Superintendent,

1.2.4. Assistant Superintendent,

1.2.5. Director, and

1.2.6. Assistant 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 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, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms.

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

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

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

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

1.10. Structural Provisions

1.10.1. Consultation

1.10.1.1. The Association and the teachers recognize the right and the responsibility of the School Division to formulate policy. The School Division agrees that it will not implement changes to the existing School Division policies affecting the present working conditions of teachers without consulting with the Association Local #35. Feedback from the Association Local #35 shall be forthcoming to the School Division no later than thirty (30) calendar days following notice of such changes to the Local Association.

1.10.2. Administrative Procedural Advisory Committee (APAC)

1.10.2.1. The Association and the School Division agree that consultation on the development of administrative procedures concerning teacher working conditions is valuable and mutually beneficial to both parties.

1.10.2.2. The School Division has established an Administrative Procedural Advisory Committee for the purpose of providing feedback to the superintendent prior to finalization of new or revised administrative procedures affecting the present working conditions of teachers.

1.10.2.3. The School Division agrees that representation on the Administrative Procedural Advisory Committee will include up to four (4) Association Local #35 members appointed by the Association Local #35.

1.10.3. Workplace Efficacy Committee (WEC)

1.10.3.1. The Association and the School Division agree that consultation on workplace initiatives is valuable and beneficial to both parties.

1.10.3.2. The WEC is established for the purpose of discussing workload and wellness concerns for teachers, brought forward by the Association or the School Division.

1.10.3.3. The representation on the WEC will include the associate superintendent of human resources and one (1) other representative of the School Division, and two (2) Association members appointed by the Association Local #35.

1.10.3.4. The committee will maintain a terms of reference, approved by the Association Local #35 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 collective agreement shall continue in full force and effect through August 31, 2028.

2.2. List Bargaining

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

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

2.3. Central Matters Bargaining

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

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

2.4. Local Bargaining

2.4.1. Notwithstanding Section 59(2) of the Labour Relations Code, a notice to commence local bargaining by 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 School Division shall exchange details of all amendments sought.

2.7. Opening with Mutual Agreement

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

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

2.8. Provision of Information

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

2.8.1.1. Name;

2.8.1.2. Certificate number;

2.8.1.3. Home address;

2.8.1.4. Personal home phone number;

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

2.8.1.6. Contract type;

2.8.1.7. Full time equivalency (FTE); and,

2.8.1.8. Salary grid placement.

Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five (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. Salary Pay Date / Schedule

3.1.1. The School Division shall pay all teachers monthly one-twelfth (1/12th) of the salary rate in effect for that month as herein set forth and computed. For the purpose of this Article, allowances shall be considered to be part of salary.

3.1.2. Teachers' salaries shall be deposited in their bank account on the 25th day of each month or, when the 25th day falls on a non-banking day, the preceding banking day, except for December when salaries shall be deposited on the last teaching day in December.

3.1.3. Teachers' July and August salaries shall be paid in July and August in accordance with Clause 3.1.2.

3.1.4. Substitute teachers, as outlined in Article 5, shall be paid for the number of days or part days worked in each month. Substitute teacher payments shall be deposited in their bank accounts on the 10th day of each month. For payment to be made on this date, substitute teacher time reports shall be submitted to the School Division's Payroll Department no later than the 4th day of each month.

3.1.5. Unless specifically permitted by this collective agreement, authorized by the teacher, or authorized by law, payment of the salary of a teacher shall not be held beyond the regular date of payment.

3.1.6. Payment for administration shall commence on the effective date of appointment of the administrator.

3.2. Grid

3.2.1. The following factors shall determine the placement on the salary schedule:

a) The teacher's Statement of Qualifications, subject to the terms and conditions of this agreement;

b) The teacher's years of teaching experience, subject to the terms and conditions of this agreement.

3.2.2. The teachers' salary rates for each year of teacher education and experience are tabulated below in the applicable "salary schedule".

3.2.3. Salary Schedule

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

Years of Teaching Experience	Years of Teacher Education		
	Four	Five	Six
0	$63,275	$66,702	$70,771
1	$66,990	$70,414	$74,485
2	$70,701	$74,128	$78,203
3	$74,414	$77,843	$81,918
4	$78,127	$81,556	$85,635
5	$81,836	$85,274	$89,351

Years of Teaching Experience	Years of Teacher Education		
	Four	Five	Six
6	$85,549	$88,989	$93,067
7	$89,261	$92,700	$96,782
8	$92,974	$96,413	$100,498
9	$96,687	$100,125	$104,214
10	$100,399	$103,842	$107,932

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

Years of Teaching Experience	Years of Teacher Education		
	Four	Five	Six
0	$65,173	$68,703	$72,894
1	$69,000	$72,526	$76,720
2	$72,822	$76,352	$80,549
3	$76,646	$80,178	$84,376
4	$80,471	$84,003	$88,204
5	$84,291	$87,832	$92,032
6	$88,115	$91,659	$95,859
7	$91,939	$95,481	$99,685
8	$95,763	$99,305	$103,513
9	$99,588	$103,129	$107,340
10	$103,411	$106,957	$111,170

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

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

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

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

3.3. Education

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

3.3.2. For newly employed teachers to the 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 (4) years education.

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

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

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

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

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

3.4. Experience

Teachers shall:

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

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

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

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

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

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

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

Prior Experience

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

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

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

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

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

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

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

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

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

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

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

3.5. Special Considerations for Other Education and Experience

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

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

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

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

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

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

3.6. Other Rates of Pay

3.6.1. Summer School Pay

The following terms have the meanings ascribed to them unless the context and construction of the collective agreement as a whole requires otherwise:

"**Annual Salary**" means the salary, excluding any administrative allowance, paid to a teacher reflected on the salary schedule set out in Clause 3.2 of the collective agreement for the period from September 1st in one (1) calendar year to June 30th in the following calendar year (the "school year") that immediately precedes the summer school period.

"**Summer School**" means the school programs offered by the School Division to students during the months of July and August (the "summer school period").

"**Summer School Coordinator**" means a teacher employed by the School Division immediately prior to the summer school period under a continuing teaching contract, either full time or part time, who is subsequently appointed to be a summer school coordinator. There may be more than one (1) summer school coordinator.

"**Summer School Teacher**" means a teacher employed by the School Division immediately prior to the summer school period under a teaching contract, either full time or part time, who is subsequently appointed to be a summer school teacher.

3.6.1.1. The appointment of a summer school coordinator shall be in effect only for the period during which the summer school is actually in session and courses / programs are being delivered to students through instruction by summer school teachers. The appointment of a summer school teacher shall be in effect only for the period during which the summer school teacher is instructing courses / programs being delivered to students during the summer school period as part of the summer school.

3.6.1.2. No separate or additional employment contract will be necessary for a summer school coordinator or a summer school teacher.

3.6.1.3. During the summer school period no provisions of the collective agreement except Clauses 3.6.1, 3.6.2 and 3.6.3 shall apply to a summer school coordinator or a summer school teacher except to the extent that any other collective agreement provision would apply if the summer school coordinator or the summer school teacher were not appointed as a summer school coordinator or summer school teacher, as the case may be.

3.6.2. A summer school coordinator shall be paid a one (1) time allowance of three thousand dollars ($3,000.00), less statutory deductions, at the end of the summer school period for the administrative duties performed by the summer school coordinator which are more fully described in the role description of the summer school coordinator. In addition to the one (1) time allowance, the summer school coordinator will be paid one four-hundredth (1/400th) of their annual salary for each day on which courses / programs are being taught to students enrolled in the summer school by summer school teachers during the summer school period.

3.6.3. A summer school teacher shall be paid a daily rate of one three-hundredth (1/300th) of their annual salary for each day on which the summer school teacher actually instructs students enrolled in the summer school for three (3) hours or less of instruction. The daily rate shall include and compensate for all activities incidental to such instruction including, but not limited to, preparation, marking, reporting, student assistance outside normal instructional hours et cetera.

3.6.4. All allowances paid shall only be paid during the term of the appointment as a summer school coordinator or a summer school teacher.

3.6.5. ***Long Service Incentive***

3.6.5.1. 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. If required substitute teacher coverage will be provided for this day.

3.7. Other Allowances

3.7.1. A teacher who is not entitled to receive a principal allowance, assistant principal allowance, vice principal allowance or divisional supervisor allowance and who is not appointed as a summer school coordinator or a summer school teacher and who agrees to render professional

service during a non-operational day, at the request of the School Division, other than on an hourly basis, shall be paid one two-hundredth (1/200th) per full day or one four-hundredth (1/400th) per half day (three (3) hours or less) of their total annual salary for each day of such service. For each day worked, in lieu of one two-hundredth (1/200th) or one four-hundredth (1/400th) per half day of their total annual salary, a teacher may, at their discretion, take a day or half (1/2) day during the school year free from assigned duties.

3.7.2. If a teacher chooses the day-in-lieu alternative, the day taken shall be agreeable to both the teacher and their principal. A prime consideration in selecting the day-in-lieu shall be to minimize disruption to the instructional program. Each day-in-lieu shall be taken by June 30th following the date on which it was earned. Where no agreement can be reached with regard to the day to be taken, the teacher shall be paid one two-hundredth (1/200th) of their annual salary.

3.7.3. Teachers **employed on an hourly basis** shall be deemed to be employed on an as needed basis only while actually rendering the service for which they are engaged. Teachers employed on an hourly basis for the purpose of: **(i)** providing instruction in credit courses at a night school, alternative school, outreach school, off campus education program, or **(ii)** who are employed for the purpose of course development, or **(iii)** who are employed on an hourly basis at the request of the School Division for any purpose other than specifically set out above, shall be paid an hourly gross rate of sixty-eight dollars and fifty cents ($68.50) per hour of School Division approved work. The hourly rate shall be inclusive of general holiday pay and vacation pay. Payment for School Division approved hours worked under this Article shall be made by direct deposit only to the teacher's designated bank account. Provided the teacher has submitted their properly approved time sheet to the School Division's payroll department by the fourth (4th) day of the month following the month in which the payment was earned, the approved amount will be paid by the tenth (10th) day of that month.

3.7.4. **Travel:** Payment of a travelling allowance according to the School Division's mileage allowance policy shall be made to teachers who travel on school business at the request of the School Division.

3.7.5. A teacher who is entitled to receive a principal allowance, assistant principal allowance, vice principal allowance or division supervisor allowance who is required to attend an administrative leadership meeting prior to the commencement of the school year shall be paid one two-hundredth (1/200th) per full day or one four-hundredth (1/400th) per half (1/2) day (three (3) hours or less) of their total annual salary for each day of half (1/2) day of such service.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1. Creation Of New Designations/Positions

4.1.1. It is the right of the School Division to create, determine the amount of the allowance, if any, and fill new positions. The allowance so determined shall be negotiable during the next round of contract negotiations, if, in accordance with Clauses 1.1 and 1.2, the position is covered by this agreement.

4.2. Administration Allowances:

The pupil count for purposes of this section shall be taken as at September 30th.

*4.2.1. **Principal Allowance***

4.2.1.1. Principals shall be paid fifteen-point five per cent (15.5%) of their position on the salary schedule, plus a per pupil amount of:

4.2.1.1.1. Effective September 1, 2024 (3% increase), $24.43 based on the enrolment at the school the principal is assigned as of September 30th of the current school year.

4.2.1.1.2. Effective September 1, 2025 (3% increase), $25.16 based on the enrolment at the school the principal is assigned as of September 30th of the current school year.

4.2.1.1.3. Effective September 1, 2026 (3% increase), $25.91 based on the enrolment at the school the principal is assigned as of September 30th of the current school year.

4.2.1.1.4. Effective September 1, 2027 (3% increase), $26.69 based on the enrolment at the school the principal is assigned as of September 30th of the current school year.

4.2.1.2. Notwithstanding any other provision in the collective agreement, principals shall receive a minimum allowance of twenty-five thousand ($25,000) annually, prorated based on full time equivalent (FTE).

*4.2.2. **Assistant Principal Allowance***

4.2.2.1. Assistant principals shall be paid seven point seven-five per cent (7.75%) of their position on the salary schedule, plus a per pupil amount of;

4.2.2.1.1. Effective September 1, 2024 (3% increase), $12.22 based on the enrolment at the school the assistant principal is assigned as of September 30th of the current school year.

4.2.2.1.2. Effective September 1, 2025 (3% increase), $12.59 based on the enrolment at the school the assistant principal is assigned as of September 30th of the current school year.

4.2.2.1.3. Effective September 1, 2026 (3% increase), $12.97 based on the enrolment at the school the assistant principal is assigned as of September 30th of the current school year.

4.2.2.1.4. Effective September 1, 2027 (3% increase), $13.36 based on the enrolment at the school the assistant principal is assigned as of September 30th of the current school year.

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

*4.2.3. **Vice Principal Allowance***

4.2.3.1. Vice principals shall be paid an administrative allowance of one-half (1/2) of the administrative allowance they would have made if appointed as an assistant principal of that school.

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

*4.2.4. **One Room School Allowance***

4.2.4.1. Teachers assigned to one (1) room schools shall be paid a per annum allowance of;

4.2.4.1.1. Effective September 1, 2024 (3% increase), $3,256.55.

4.2.4.1.2. Effective September 1, 2025 (3% increase), $3,354.25.

4.2.4.1.3. Effective September 1, 2026 (3% increase), $3,454.88.

4.2.4.1.4. Effective September 1, 2027 (3% increase), $3,558.53.

4.2.4.2. Teachers assigned to one (1) room schools are not subject to the minimum principal allowance in Clause 4.2.1.2.

4.2.5. ***Divisional Educational Psychologist Allowance/Divisional Program Specialist***

4.2.5.1. Teachers appointed by the superintendent as a divisional educational psychologist or divisional program specialist shall be paid a per annum allowance of;

4.2.5.1.1. Effective September 1, 2024 (3% increase), $12,344.68.

4.2.5.1.2. Effective September 1, 2025 (3% increase), $12,715.02.

4.2.5.1.3. Effective September 1, 2026 (3% increase), $13,096.47.

4.2.5.1.4. Effective September 1, 2027 (3% increase), $13,489.36.

4.2.6. ***Divisional Supervisor Allowance***

4.2.6.1. Teachers appointed by the superintendent as a divisional supervisor shall be paid a per annum allowance of;

4.2.6.1.1. Effective September 1, 2024 (3% increase), $14,460.39.

4.2.6.1.2. Effective September 1, 2025 (3% increase), $14,894.20.

4.2.6.1.3. Effective September 1, 2026 (3% increase), $15,341.03.

4.2.6.1.4. Effective September 1, 2027 (3% increase), $15,801.26.

4.2.7. ***Divisional Curriculum Coordinator Allowance***

4.2.7.1. Teachers appointed as divisional curriculum coordinator shall be paid a per annum allowance of;

4.2.7.1.1. Effective September 1, 2024 (3% increase), $4,278.41.

4.2.7.1.2. Effective September 1, 2025 (3% increase), $4,406.76.

4.2.7.1.3. Effective September 1, 2026 (3% increase), $4,538.96.

4.2.7.1.4. Effective September 1, 2027 (3% increase), $4,675.13.

4.2.8. ***Divisional Program Specialist Allowance***

4.2.8.1. Teachers appointed by the superintendent as a divisional program specialist shall be paid a per annum allowance of;

4.2.8.1.1. Effective September 1, 2024 (3% increase), $12,344.68.

4.2.8.1.2. Effective September 1, 2025 (3% increase), $12,715.02.

4.2.8.1.3. Effective September 1, 2026 (3% increase), $13,096.47.

4.2.8.1.4. Effective September 1, 2027 (3% increase), $13,489.36.

4.2.8.2. Divisional program specialists shall be appointed to a four (4) year term. This term will only be extended or shortened in exceptional circumstances by the associate superintendent of human resources or designate for a time period mutually agreeable to both parties.

4.2.8.3. Division program specialists shall be appointed to a specific branch and will not have the right to assume a divisional program specialist role in another branch, in the event of a surplus situation.

4.3. Red Circling

4.3.1. In the case of an employer-initiated transfer of an administrator or when a program or a reduction in school population due to an attendance area / grade configuration / divisional program of choices occurs, the affected administrator's administrative allowance shall not be reduced below the administrative allowance (inclusive of any negotiated adjustment for that school year) paid to the administrator prior to the transfer or attendance area change, for a period of three (3) years from the effective date of the transfer.

4.3.2. The red circling of an allowance comes into effect at the commencement of the new assignment.

4.4. Acting / Surrogate Administrators—Compensation

4.4.1. When, in the absence of the principal, the assistant principal or a vice principal shall act in the place of the principal and shall be designated as acting principal. They shall receive an allowance as per Clause 4.2.1

for the sixth (6th) and subsequent consecutive school days on which they are so designated.

4.4.2. When, in the absence of the assistant principal as per Clause 4.4.1, or through illness for a period of greater than five (5) consecutive school days, a teacher may, at the discretion of the principal, be designated as acting assistant principal and shall receive an allowance computed as per Clause 4.2.2 for each school day of the period during which they are so designated.

4.4.3. When in the absence of the principal, assistant principal, and vice principal or in the absence of the principal in a school where there is no assistant principal and / or vice principal, a teacher shall be designated acting principal. They shall be paid an administrative allowance calculated at one-half (1/2) of one two-hundredth (1/200th) of the assistant principal administrative allowance, based on a three hundred (300) student school and on the salary schedule of four (4) years education and maximum experience, for each full half (1/2) day they act as principal.

4.5. Teachers with Principal and Assistant / Vice Principal Designations

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

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

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

4.5.4. Any current Assistant or vice principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2023, may continue under the term contract until the total number of years designated as an assistant or vice principal is five (5) years. When the total length of the assistant's or vice principal's designation will be five (5) years between September 1, 2023 and January 1,2024, the School Division must decide by January 1, 2024 whether or not the designation

will continue in the 2023-2024 school year, and if it continues, it is deemed to be a continuing designation.

4.5.5. For any current assistant or vice principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2023, the School Division may extend the temporary contract for one (1) additional year and must decide by January 1, 2024, whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.

4.6. Other Administrator Conditions

4.6.1. Allocation and Appointment of Administration

4.6.1.1. The School Division may, at its discretion, appoint an assistant principal when a school, regardless of its type:

a) Has reached a pupil enrolment of two hundred (200) students at the beginning of the school term, or two hundred and twenty (220) students during the school term.

b) Has reached ten (10) certificated teachers at the beginning of the school term or twelve (12) certificated teachers during the school term.

4.6.1.2. The School Division may, at its discretion, appoint a vice principal.

5. SUBSTITUTE TEACHERS

5.1. Rates of Pay

5.1.1. A substitute teacher is a teacher employed on a day-to-day or part-day basis where a contract of employment is not in effect.

5.1.2. Full Daily Rate

5.1.2.1. Effective September 1, 2024, three per cent (3%) increase, the full day substitute teachers' daily rates of pay will be $234.97 plus two per cent (2%) in lieu of benefits of $4.70 for a total of $239.67.

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

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

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

5.1.3. ***Effective until August 31, 2025 -*** *Part Day Rate*

5.1.3.1. Pre-lunch: sixty per cent (60%) of full day rate in Clause 5.1.2

5.1.3.2. Post-lunch: fifty per cent (50%) of full day rate in Clause 5.1.2

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

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

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

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

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

5.2. Commencement of Grid Rate

5.2.1. ***Number of days to go on grid****: A substitute teacher who is employed for a period of more than two (2) consecutive days on the same day-to-day assignment, the School Division shall pay the substitute teacher for such period at a rate in accordance with the applicable rate under the salary schedule.*

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

5.3. Other Substitute Teacher Conditions

5.3.1. **Travel:** Thirty dollars ($30.00) per day shall be paid to substitute teachers not on grid who teach at schools, identified by the School Division from time to time, at which the School Division has difficulty in obtaining necessary substitute teachers due to required travel distance from major municipalities within the School Division. In the event that the School Division determines that it no longer has difficulty in obtaining necessary substitute teachers at a school, the School Division will communicate the rationale to the Association at least one (1) school year prior to implementation of such change.

5.3.2. **Travel Colony Schools:** Thirty-five dollars ($35.00) per day shall be paid to substitute teachers not on grid who teach at colony schools. In the event that the School Division determines that it no longer has difficulty in obtaining necessary substitute teachers at colony schools, the School Division will communicate the rationale to the Association at least one (1) school year prior to the implementation of such change.

5.3.3. **Substitute Professional Development:** The School Division will contribute fifty thousand dollars ($50,000) annually on September 1st of each school year to the Teacher Professional Learning Fund (TPLF) to be specifically designated for substitute teacher professional learning. Any substitute teacher having worked more than twenty (20) assignments with the School Division before the end of December 31st of each school year may qualify through an application process to the TPLF for funds to cover up to two (2) days of compensation at the substitute daily rate as per Clause 5.1 Rates of Pay, to attend the annual Teachers' Convention attended by Association Local #35 teachers.

5.3.3.1. Any unused funds remaining in this allocation at the end of the school year will be transferred to the TPLF at the beginning of the next school year and administered per Clause 9.2.5.

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

6. PART TIME TEACHERS

***6.1. 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 Teachers Salaries

6.2.1. A part-time teacher shall receive the salary stipulated in this agreement on a pro rata basis in the proportion that their assignment is of a full-time teacher.

6.3. Part-time Teachers Benefits and Proration

6.3.1. A part-time teacher employed by the School Division for a minimum of zero point five (0.5) of a full-time teacher shall be eligible to participate in the employee benefit plans provided the teacher meets all of the other eligibility conditions described in Article 7.

6.3.2. A part-time teacher, if eligible to participate in the benefit plans described in Article 7, shall have the School Division's portion of the premiums for the benefits plans limited to the proportion that their assignment is to the assignment of a full-time teacher.

7. GROUP BENEFITS

7.1. Group Health Benefit Plans, Carrier, and Premiums

7.1.1. The School Division will make available a group insurance plan, which will include the following coverage:

a) Life insurance;

b) Accidental death and dismemberment (A.D.&D.); and

c) Long term disability

7.1.2. Participation in the group insurance plan shall be a condition of employment for all eligible teachers.

7.1.3. The cost sharing of the premiums for the group insurance plan between the School Division and the teachers shall be:

	School Division	***Teachers***
Life Insurance	*One hundred per cent (100%) of monthly premium*	*Zero per cent (0%) of monthly premium*
A.D. & D.	*One hundred per cent (100%) of monthly premium*	*Zero per cent (0%) of monthly premium*
Long Term Disability	*One hundred per cent (100%) of monthly premium*	*Zero per cent (0%) of monthly premium*

7.1.4. ***Extended Health Care Insurance Plan***

7.1.4.1. Participation in the extended health care insurance plan shall be a condition of employment for all eligible teachers unless the teacher has confirmed duplicate coverage.

7.1.4.2. The School Division agrees to contribute one hundred per cent (100%) toward the cost of the monthly premiums payable for the supplementary health care insurance plan for each eligible teacher who is participating.

7.1.5. ***Dental Plan***

7.1.5.1. Participation in the dental plan shall be a condition of employment for all eligible teachers coming on staff.

7.1.5.2. The School Division agrees to contribute one hundred per cent (100%) toward the cost of monthly premiums payable for the dental plan for each eligible teacher who is participating.

7.1.6. ***Employee and Family Assistance Plan***

7.1.6.1. The School Division shall provide at its cost an employee and family assistance plan. This plan shall provide a limited amount of confidential, professional counselling assistance to teachers and their family members.

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

7.1.7.1. Without significant changes to coverage levels, one hundred per cent (100%) drug reimbursement and drug card. Significant changes would be subject to approval of the parties.

7.1.7.2. Alberta School Employee Benefit Plan (ASEBP) vision care plan 3.

7.2. Group Benefits Eligibility

7.2.1. All teachers employed by the School Division for a minimum of zero point five (0.5) of a full-time teacher with exceptions as outlined in Clauses 7.2.1.1, 7.2.1.2, 7.2.1.3 and 7.2.1.3.1 are eligible to participate in the benefit plans outlined in this Article.

7.2.1.1. Teachers employed under a temporary or interim contract for less than sixty (60) school days shall not be eligible to participate in the benefit plans described in this Article. Further, teachers employed under a temporary or interim

contract for less than one hundred and twenty (120) school days shall not be eligible to participate in the dental plan.

7.2.1.2. Teachers employed under a temporary, interim, or probationary contract prior to January 1st of the present school year shall be eligible to participate in the benefit plans described in this Article during July and August on the same basis as teachers under a continuing contract, provided they are also on contract for the next school year by the last operational school day of the present school year. Other temporary, interim, or probationary teachers are not eligible to participate in or continue benefit plans during July and August unless the teacher, prior to June 18th, authorizes payroll deduction of the entire premiums required for such benefits.

7.2.1.3. A teacher granted a leave of absence without pay is eligible to participate in the benefit plans described in this Article, except that long term disability coverage cannot be extended beyond the end of the month following the month in which the leave commences.

7.2.1.3.1. A teacher who has been granted a leave of absence without pay for sixty (60) calendar days or less shall continue to receive benefit plan coverage, if eligible to participate, on the same cost sharing basis as other eligible teachers. A teacher granted a leave of absence without pay for more than sixty (60) calendar days is not entitled to the School Division's contribution to the premiums of the benefit plans; however, provided the teacher prepays the full cost of the benefit plans, they may continue benefit plan coverage except for long term disability. Long term disability coverage is available from private carriers; details may be obtained from the payroll department. A written application for the continuation of the benefit plans together with payment arrangements must be made prior to the leave occurring.

7.3. Health Spending Account (HSA) and Taxable Wellness Spending Account (TWSA)

7.3.1. The School Division agrees to contribute an amount equal to three hundred dollars ($300) plus one per cent (1%) of each eligible teacher's annual employment earnings during each fiscal year (September 1st to August 31st) to an account with the teacher determining the split of the funds between their HSA and their TWSA for the benefit of that teacher and their dependent(s). Eligible teachers are those teachers eligible to participate in the benefit plans pursuant to Clauses 7.2.1, 7.2.1.1, 7.2.1.2, 7.2.1.3 and 7.2.1.3.1 of this agreement. The plan shall be administered, with specific annual declaration dates established by the

school division, in accordance with the Canada Revenue Agency (CRA) and Income Tax Act of Canada.

7.3.2. The maximum allowed HSA / TWSA credit contributions per school year shall be nine hundred dollars ($900). Teachers with HSA / TWSA greater than $900 shall be allowed to be carry forward any current unused balance to the extent permitted by the CRA.

7.4. Other Group Benefits

7.4.1. Employment Insurance Premium Reduction

7.4.1.1. It is understood that payments made toward the aforementioned benefit plans shall permit the School Division to retain and not pass on to teachers any reduction of premiums otherwise required under Employment Insurance Commission regulations.

7.5. Subrogation

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

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

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

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

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

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

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

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

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

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

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

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

7.5.6.7. The teacher shall not release any third party from the cost of absence without the consent of the School Division; and

7.5.6.8. The School Division’s consent to settlement shall not be unreasonably withheld.

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

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

7.5.9. The teacher will upon request by the School Division execute such documents and agreements as may be required or deemed desirable by the School Division to give effect to the provisions of this Clause 7.5.

7.5.10. In exercising any of its rights under Clause 7.5, the School Division shall have due regard for the interests of the teacher.

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 will be capped at 1200 hours per school year.

8.2. Assignable Time Definition

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

a) operational days (including teachers' convention);

b) instruction;

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

d) parent teacher interviews and meetings;

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

f) staff meetings;

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

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

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

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

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

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

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

8.3. Duty Free Lunch

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

8.3.1. Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two (2) periods of no less than fifteen (15) minutes each. Such arrangement must be agreed to in writing by the teacher and the School Division.

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

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

8.4. Other Conditions of Practice

8.4.1. Subject to the approval of the superintendent, staff deployment is the responsibility of the principal. However, the School Division shall continue to have guidelines on maximum class sizes. These guidelines shall be amendable from time to time at the sole discretion of the School Division and shall not be the subject of a grievance or arbitration under this agreement.

8.4.2. The School Division shall ensure that all school principals provide within their school education plan the process used to consult teachers on the formulation of the school education plan.

8.4.3. The School Division shall provide funding to assist schools in the provision of supervision during the lunch break and the supervision of students loading and unloading from buses. The amount of funding provided shall be at the discretion of the School Division. The formula for allocation of these funds to schools shall be determined by the School Division following consultation with a School Division established allocation committee.

8.4.4. **Appeal of Assignment:** When a teacher believes that the demands created by their teaching assignment are excessive, the teacher may appeal the assignment as per the procedure outlined in School Division

policy. Decisions on all such appeals shall be at the sole discretion of the School Division and shall not be the subject of grievance or arbitration under this agreement.

9. PROFESSIONAL DEVELOPMENT

9.1. Teacher Professional Growth Plan

9.1.1. Teacher professional growth plans will consider but will not be required to include the School Division's goals.

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

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

9.2. Professional Learning Leave

9.2.1. Professional Learning Leave shall mean any leave of absence granted to a teacher for professional learning through study, in-service education, educational conferences, or sabbatical leave.

9.2.2. The School Division shall contribute annually to the Teacher Professional Learning Fund (TPLF) three hundred and forty dollars ($340.00) for each teacher on active contract by September 30th of a school year whose contract continues until the last day of that school year.

9.2.4. The Association Local #35 shall contribute annually to the Teacher Professional Learning Fund thirty dollars ($30.00) for each teacher on contract by September 30th of a school year whose contract continues until the last day of that school year.

9.2.5. The Teacher Professional Learning Fund will be administered jointly by the School Division and Association Local #35 through a committee hereinafter called the Teacher Professional Learning Committee (TPLC).

9.2.6. The TPLC membership shall be composed of a maximum of three (3) representatives from the School Division and a maximum of three (3) representatives from the Association Local #35.

9.2.7. Subject to approval of the School Division and the Association Local #35, a procedure for Professional Learning Leave shall be developed by the TPLC.

9.2.7.1. Funds which have been contributed as set out in Clause 9.2 that have not been allocated by the end of a school year shall be carried forward.

9.3. Minimum Support Sabbaticals

9.3.1. Minimum Support Sabbaticals shall be available for teachers as outlined in School Division policy. This policy may be amended from time to time (subject to Clause 1.10.1.1) at the sole discretion of the School Division.

9.3.2. Guidelines for Minimum Support Sabbatical shall be administered by the Professional Development Leave Committee who shall recommend candidates to the School Division for consideration.

9.4. Practicum Honorarium

9.4.1. When a third party provides an honorarium for the practicum / pre-service student mentorship to the School Division or a school in the School Division, the teacher will be notified. Subject to any criteria from the third party, the funds will be held in a school account where the teacher is assigned.

9.4.2. The funds are to be used by the teacher, in discussion with the principal, for classroom resources or professional learning.

10. SICK LEAVE

10.1. Leave with pay will be granted for the purpose of obtaining necessary medical or dental treatment or on account of injury, illness or disability to the extent hereinafter provided, except that sick leave with pay will not be granted to teachers while on a leave under Clauses 9.2, 11, 12, or 14.

For pregnancy related disabilities, teachers on a maternity leave of absence shall accept supplemental employment benefits as outlined in Clauses 11.3 or new Clause 11.3 (depending on effective date of the leave) of this agreement and subject to the provision of medical proof of such pregnancy related disability, are eligible for sick leave benefits outside the period of time that supplemental unemployment benefits are available, including periods both before and after delivery.

Pregnancy related disability means a medical condition arising during the pre-delivery, childbirth, or recovery from childbirth, which renders a teacher medically disabled and unable to perform their duties.

10.1.1. Teachers with continuing, probationary, or interim contracts shall be entitled to ninety (90) calendar days of sick leave.

10.1.2. Teachers with temporary contracts with the School Division, (except those qualifying under Clause 10.1.3) shall be entitled to sick leave as provided in the Education Act, Section 220(2). Should such sick leave taken exceed the number of days of sick leave entitlement, any salary

adjustment required shall be made on the last salary payment issued to the teacher for the current school year. The School Division shall endeavour to inform the teacher when their statutory sick leave entitlement has been utilized.

10.1.3. Teachers holding a temporary contract of nine (9) consecutive months or more within the school year, who held a temporary contract of nine (9) consecutive months or more in the previous school year, shall be eligible for ninety (90) calendar days of sick leave.

10.2. Teachers outlined in Clauses 10.1.1 and 10.1.3 who have been absent for reasons listed in Clause 10.1 shall, upon return to full time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days.

10.2.1. Clause 10.2 does not apply for those teachers who return to work for thirty (30) calendar days or less and who are again off work due to the same injury, illness, or disability. In this event, the two periods of sick leave will be treated as one (1) period.

10.3. If a teacher returns to work after receiving long term disability benefits, and within six (6) months is unable to work as a result of causes in whole or in part related to the prior disability, the teacher will re-qualify for long term disability benefits without satisfying the ninety (90) calendar day waiting period and thus is not eligible for sick leave.

10.4. Before any payment is made under the foregoing provisions the teacher may be required to provide:

a) For an illness of three (3) consecutive days or less, a statement in a form provided by the School Division, signed by the teacher substantiating the illness; or

b) For an illness of more than three (3) consecutive days, a medical certificate in a form approved by the School Division, from a qualified medical or dental practitioner.

10.5. Section 220(3) of the Education Act states that the School Division may require a teacher to provide it with a certificate from a physician or dentist:

a) For the purpose of the teacher receiving medical or dental treatment, or;

b) On account of injury to, or the illness or disability of the teacher.

10.6. The School Division may require a teacher to submit to a medical examination by a medical practitioner mutually acceptable to both parties. The expense of the medical examination will be borne by the School Division.

10.7. A teacher injured in other remunerative employment, other than School Division employment, and covered by Workers' Compensation, shall not be entitled to the benefits of Article 10.

10.8. When a teacher is eligible for long term disability benefits contained elsewhere in this agreement, the provisions for sick leave shall be suspended and no further salary shall be paid.

10.9. When a teacher leaves the employ of the School Division, sick leave benefits contained under these provisions are cancelled.

10.10. Where possible, teachers will make every effort to schedule appointments with healthcare providers outside of classroom hours. If scheduling such appointments outside of classroom hours is not possible, teachers will make every effort to limit their absence for such appointments to no more than one half (1/2) day.

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 per cent (100%) of the teacher's weekly salary for the duration of the health-related portion of the maternity leave at a minimum of eight (8) weeks to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.

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

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

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

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

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

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

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

11.4.3. Notwithstanding Clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the 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. A teacher may request from the associate superintendent of human resources a maximum of four (4) days off per school year for personal reasons (personal leave). Regardless of the amount of time a teacher is away on any personal leave the entitlement to personal leave shall be reduced by one (1) full day.

12.1.1. The first approved day shall be at no cost to the teacher.

12.1.1.1. The provisions of Clause 12.1.1 shall not apply to part-time teachers employed on contract for less than point five (0.5) FTE.

12.1.2. For the three (3) remaining approved personal leave days, the teacher shall reimburse the School Division for the cost of a substitute teacher as provided for in Clause 5.1.2–5.1.3, regardless of whether a substitute teacher is required; ***PROVIDED THAT****, if a teacher is absent on*

personal leave for only part of the day, the pre-lunch or post-lunch cost of a substitute set out in Clause 5.1.2–5.1.3, will be reimbursed, as the case may be, regardless of whether the personal leave is for the entire pre-lunch or post-lunch period. If the personal leave is taken during any part of both the pre-lunch and post-lunch periods, then the substitute teacher cost to be reimbursed shall be the full day substitute rate set out in Clause 5.1.2–5.1.3.

12.1.3. Additionally, personal leave cannot be requested for a period not in the current school year (a school year being determined by the School Division's school calendar in place from time to time); ***AND FURTHER*** *the taking of personal leave is contingent upon there not being more than one hundred (100) requests for personal leave already approved by the associate superintendent for the day requested by the teacher unless the availability of substitute teachers allows the associate superintendent to consider a greater number of personal leave requests.*

12.1.4. One (1) personal leave day under Clause 12.1.1 or 12.1.2 may be carried forward to the next school year. The carried forward personal leave day must be used in the next school year. A personal leave day under Clause 12.1.1 or a personal leave day carried forward from Clause 12.1.1 shall be used prior to accessing personal leave under Clause 12.1.2.

13. ASSOCIATION LEAVE AND SECONDMENT

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

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

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

13.4. Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a

scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.

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

14. OTHER LEAVES

A temporary leave of absence with pay shall be granted whenever a teacher is absent:

14.1. Critical Illness, Death, and Funeral Leave

14.1.1.

a) For not more than four (4) teaching days because of each critical illness and/or death of spouse, common-law spouse, parent, child, brother, sister, or parent of spouse. One (1) additional day for necessary travel shall be granted.

b) For not more than four (4) teaching days because of the death of each grandparent, grandparent of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild. One (1) additional day for necessary travel shall be granted.

c) For not more than one (1) teaching day because of the death of each aunt or uncle.

*d) A temporary leave of absence with pay for not more than four (4) teaching days may be granted by the School Division, because of the death of a close friend. The definition of "**close friend**" does not preclude kin or a member of the school staff.*

14.2. Convocation and University Exams Leave

14.2.1. For one (1) teaching day necessary to write each examination in an academic or professional course at an accredited post-secondary institution.

14.2.2. For not more than one (1) day to attend convocation ceremonies at an accredited post-secondary institution, or to attend high school graduation, if the graduation is held during the school day, at which they, their child or spouse/partner is graduating from.

14.3. Leave For Child's Arrival

14.3.1. For up to two (2) teaching days for the spouse/partner on the occasion of the birth or adoption of their child.

14.4. Impassable Roads

14.4.1. Impassable roads will apply when the road(s) from a teacher's normal residence to place of work is (are) temporarily closed by municipal or provincial authorities, or where a reasonable effort has been made to travel to work using an alternate open route. The teacher will initially book a half (1/2) day absence under this section. Where road(s) is (are) reopened or become passable during the workday, the teacher is expected to attend at their place of work unless Clause 14.5 applies. Should the roads not reopen or remain impassable by the middle of the workday or Clause 14.5 applies, the teacher will book an additional half (1/2) day absence under this section.

14.5. Inclement Weather

14.5.1. When (a) school(s) is/are closed for all students due to inclement weather, health reasons or physical plant breakdown, teachers shall not be required to attend the affected school(s).

14.6. General Discretionary Leave

14.6.1. Additional leaves of absence with or without pay and with or without School Division contribution to the benefit plans as determined by the length of the leave pursuant to Clause 7.2.1.3.1, may be granted to teachers for reasons which are deemed necessary by the School Division.

14.7. Additional Parental Leave

14.7.1. In the case of maternity leave followed by a sixty-two (62) week parental leave under Clause 11.1, a leave of absence for up to eighteen (18) weeks may be granted by the School Division, without pay and without School Division contribution to the benefit plans.

14.7.2. For a teacher who wishes to resume work on the expiration of the leave granted under Clause 14.7.1 the School Division shall:

a) Reinstate the teacher in the position occupied at the time the leave commenced; or,

b) If acceptable to the teacher, provide the teacher with alternative work of a comparable nature at no less than the earnings and other benefits that had accrued to the teacher when the maternity or parental leave started.

Notwithstanding the foregoing, when staff reduction or program elimination is necessary the School Division may place the teacher in a position of a comparable nature and at no less than the same wages, entitlements and other benefits that had accrued to the teacher to the date that the leave commenced. The teacher shall not have any advantage nor suffer any disadvantage as a result of having been on leave.

14.8. Administrative Lieu Days

14.8.1. The School Division will provide one (1) lieu day per school year to principals and assistant principals. This lieu day will not carry forward to the next school year nor be paid out if not used.

14.9. Emergency Leave

14.9.1. Leave of absence of up to one (1) day per school year may be provided to attend to an unexpected, severe, immediate and/or dire emergency as approved by the superintendent. Emergency leave may not be accessed to attend to anticipated personal matters. The leave shall be granted at full salary and benefits, less the cost of a substitute teacher. Leave approval shall not be unreasonably denied.

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 School 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 School Division 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 divisions 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 divisions and teachers, to clarify the intentions of the parties during bargaining

LETTER OF UNDERSTANDING #2

DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE

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

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

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

NOW THEREFORE THE PARTIES AGREE THAT:

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

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

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING #3

TRIAL PROCESS FOR CONCURRENT EXPERIENCE

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

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING #4

EXPERIENCE FORM

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

- *To support the administration of teaching experience provisions in collective agreements between all Public, Catholic, and Francophone school divisions and the Alberta Teachers' Association (See Appendix A); and,*

- *To ensure the consistent application of clause 3.4.9 in the movement of teachers between jurisdictions covered by the Public Education Collective Bargaining Act.*

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

TEACHING EXPERIENCE FORM

Date: _____

Issuing School Division: _____

Teacher Name: _____

Teaching Certificate Number _____

Teaching Experience

Recognized Years of Experience: _____

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

School Division Contact

Name: _____

Title: _____

Signature: _____

APPENDIX A—Teaching Experience Provisions

3.4. Experience

Teachers shall:

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

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

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

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

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

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

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

Prior Experience

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

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

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

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

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

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

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

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

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

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

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

LETTERS OF UNDERSTANDING—LOCAL

LETTER OF UNDERSTANDING # 5

EXTRACURRICULAR ACTIVITIES

The School Division and the Association agree that while both the School Division and the Association acknowledge the value of extracurricular activities in enriching our schools, it is recognized that teacher involvement in extracurricular activities is voluntary.

LETTER OF UNDERSTANDING # 6

TRAVEL TO SCHOOL DIVISION MANDATED PROFESSIONAL DEVELOPMENT (PD) FUNCTIONS

The School Division agrees that travel to School Division mandated professional development functions will be addressed in the following manner:

Professional development activities that are organized and delivered under the School Division`s direction, which teachers are directed to attend (School Division PD functions), the School Division will amend its Policy DLC, or create a new policy, to provide that teachers attending School Division PD functions will be paid for any additional travel to such functions over what a teacher would travel if the teacher was to report to their home school. The allowance will be based on actual kilometers driven, and to that end, the teacher will need to know and advise of the actual kilometrage that is traveled normally between the teacher`s residence and the teacher`s home school by the most direct reasonable route, and the actual kilometrage driven from the teacher`s residence to the PD function by the most direct reasonable route, so teachers will need to keep track of the kilometers driven to a School Division PD function. The honour system will be used. The exact wording will be worked out in consultation with the Association once the new collective agreement, currently being negotiated is ratified by both parties but, the foregoing principles will be reflected in the wording.