

# **COLLECTIVE AGREEMENT**

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

**BETWEEN**

**THE EDMONTON CATHOLIC SEPARATE  
SCHOOL DIVISION**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2024 to AUGUST 31, 2028**



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This Collective Agreement is made this 28<sup>th</sup> of October 2025, between The Edmonton Catholic Separate School Division (“School Division”) and The Alberta Teachers’ Association (“Association”).

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

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

## **1. APPLICATION / SCOPE**

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

### **1.2. Excluded Positions**

1.2.1. Superintendents

1.2.2. Managers

1.2.3. Directors

1.2.4. Officers

1.2.5. Coordinators

1.2.6. Teachers employed on an hourly basis by the School Division for Lifelong Learning and Alternative Education Services to provide instruction for tutorials and summer, evening, and weekend credit courses will not be governed by the terms of this agreement.

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

## **1.11. Structural Provisions**

- 1.11.1. Liaison Committee
  - 1.11.1.1. The Association recognizes the right and responsibility of the School Division to formulate policy.
  - 1.11.1.2. The School Division agrees that it shall not make changes in the present staffing policy/guidelines and/or working conditions which are not covered in the Collective Agreement, without first having the matter considered by the Employee Relations/Association Liaison Committee consisting of up to six (6) representatives named by the Edmonton Catholic Teachers Local No.54 (Local Association) and up to six (6) representatives named by the School Division.
  - 1.11.1.3. For issues of significant complexity and impact, as determined by the committee, ad hoc committees shall be formed to work on issue

resolution and report back to the Employee Relations/Association Liaison Committee for action as appropriate.

- 1.11.1.4. Upon mutual agreement, the committee may report the outcome of its deliberations to the planning committee of the School Division.

## **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 a 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 a 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 (Effective June 10, 2022)**

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

- 2.8.1.1. *name;*
- 2.8.1.2. *certificate number;*
- 2.8.1.3. *home address;*
- 2.8.1.4. *personal phone number;*
- 2.8.1.5. *the name of their school or other location where employed;*
- 2.8.1.6. *contract type;*
- 2.8.1.7. *full-time equivalency (FTE); and,*
- 2.8.1.8. *salary grid placement.*

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

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

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

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

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

*2.8.2.2. Most recent School Division financial statements;*

*2.8.2.3. Total benefit premium cost;*

*2.8.2.4. Total substitute teacher cost;*

*2.8.2.5. Current benefit premium rates;*

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

*2.8.2.7. Total other allowance cost; and,*

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

### **3. SALARY**

#### **3.1. Salary Pay Date / Schedule**

*3.1.1. The School Division shall pay each teacher employed under a continuous contract of employment one-twelfth (1/12) of the teacher's annual salary on the last teaching day during the months of September to June inclusive and on the last (banking) day of July and August of each school year. All payments will be made electronically to the account designated by each teacher.*

*3.1.1.1. Teachers receiving their July/August pay on the last teaching day of June may retain this method of payment.*

*3.1.1.2. A teacher who previously elected payment under clause 3.1.1.1 who then elects to receive regular monthly payments in July and August, may not revert back to the option under clause 3.1.1.1.*

**3.2. Grid**

3.2.1. *All salaries and allowances referred to herein, unless otherwise specifically stated, are payable to a teacher as provided under provisions of the Education Act.*

3.2.2. *Salaries shall be paid to all teachers in accordance with their teacher education and teacher experience as per the Basic Salary Schedule:*

3.2.2.1. **Basic Salary Schedule: Effective September 1, 2024 (3% increase)**

Years of Teacher Experience	Years of Education		
	Four (D)	Five (E)	Six (F)
0	\$63,693	\$67,339	\$71,463
1	\$67,326	\$70,975	\$75,094
2	\$70,959	\$74,605	\$78,729
3	\$74,592	\$78,239	\$82,363
4	\$78,223	\$81,875	\$85,997
5	\$81,857	\$85,506	\$89,629
6	\$85,493	\$89,141	\$93,262
7	\$89,125	\$92,772	\$96,895
8	\$92,757	\$96,406	\$100,530
9	\$96,389	\$100,042	\$104,159
10	\$100,779	\$104,416	\$108,590

3.2.2.2. **Basic Salary Schedule: Effective September 1, 2025 (3% increase)**

Years of Teacher Experience	Years of Education		
	Four (D)	Five (E)	Six (F)
0	\$65,604	\$69,359	\$73,607
1	\$69,346	\$73,104	\$77,347
2	\$73,088	\$76,843	\$81,091
3	\$76,830	\$80,586	\$84,834
4	\$80,570	\$84,331	\$88,577
5	\$84,313	\$88,071	\$92,318
6	\$88,058	\$91,815	\$96,060
7	\$91,799	\$95,555	\$99,802
8	\$95,540	\$99,298	\$103,546
9	\$99,281	\$103,043	\$107,284
10	\$103,802	\$107,548	\$111,848

3.2.2.3. **Basic Salary Schedule: Effective September 1, 2026 (Unified Grid and 3% increase)**

Years of Teacher Experience	Years of Education		
	Four (D)	Five (E)	Six (F)
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

3.2.2.4. **Basic Salary Schedule: Effective September 1, 2027 (3% increase)**

Years of Teacher Experience	Years of Education		
	Four (D)	Five (E)	Six (F)
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.*
- 3.3.4.2. *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 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.*

### **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. A teacher who is not in receipt of an administrative or consultant allowance may agree to render service during vacation periods or weekends at the request of the Superintendent of Human Resource Services.
- 3.6.2. A teacher who is in receipt of an administrative or consultant allowance may also agree to render service during the vacation periods or weekends at the request of the Chief Superintendent or Superintendent of Human Resource Services if such service is over and above the service required in return for the administrative or supervisory allowance such teacher is receiving.
- 3.6.3. Payment for service defined in clauses 3.6.1 and 3.6.2 above, shall be determined at the rate of one two-hundredth (1/200) of the teacher's basic salary for each day of the mutually agreed work period or days in lieu. All additional service must be pre-authorized by the applicable school principal or Superintendent of Human Resource Services. All agreements reached under this article must be in writing on a form agreed to by the School Division and the Association and must be authorized by the Superintendent of Human Resource Services. Days so earned and paid by salary shall not be counted as experience for increment purposes.

### **3.7. Other Allowances**

## **Commencement Disbursement**

- 3.7.1. Where a teacher is newly hired with the School Division in the Year Round Schooling Program, or returning to the Year Round Schooling Program from an approved leave of absence in excess of twelve (12) months, the teacher can obtain a salary advance of up to thirty-five per cent (35%) of their gross pay for the month of September, to be referred to as a “commencement disbursement,” as follows:
  - 3.7.1.1. Written request for a commencement disbursement must be submitted by the teacher to the Superintendent, Human Resource Services, by August 15.
  - 3.7.1.2. The commencement disbursement will be issued to the teacher by August 31.
  - 3.7.1.3. An amount equivalent to the commencement disbursement will be recovered by the School Division over the teacher’s remaining months in the school year or as mutually agreed.

## **4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE**

### **4.1. Creation of New Designations / Positions**

- 4.1.1. The School Division may create or designate new positions falling within the scope of this agreement; nevertheless, the School Division shall consult with the Association prior to establishing the salaries and allowance before the position is advertised or the appointment is made.

### **4.2. Administration Allowances**

- 4.2.1. *The teacher count for determining administrative allowances shall be the number of teachers teaching full-time within the school, plus the full-time equivalent (calculated to the nearest whole number) of all part-time teachers within the school. This count shall be as at September 30 of each school year.*
- 4.2.2. **Principal and Assistant Principal:** *In addition to the salary under clause 3.2.2, the principal and assistant principal shall receive an allowance as per the following:*

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

<b>FTE</b>	<b>Principal</b>	<b>Assistant Principal</b>
<b>0 – 19</b>	\$26,726.44	\$14,966.93
<b>20 – 26</b>	\$28,863.69	\$17,105.21
<b>27 – 33</b>	\$32,072.14	\$19,242.46
<b>34 – 39</b>	\$35,279.56	\$21,380.74
<b>40 – 47</b>	\$39,555.09	\$23,519.02
<b>48 +</b>	\$43,830.62	\$25,657.30

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

<b>FTE</b>	<b>Principal</b>	<b>Assistant Principal</b>
<b>0 – 19</b>	\$27,528.23	\$15,415.94
<b>20 – 26</b>	\$29,729.60	\$17,618.37
<b>27 – 33</b>	\$33,034.30	\$19,819.73
<b>34 – 39</b>	\$36,337.95	\$22,022.16
<b>40 – 47</b>	\$40,741.74	\$24,224.59
<b>48 +</b>	\$45,145.54	\$26,427.02

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

<b>FTE</b>	<b>Principal</b>	<b>Assistant Principal</b>
<b>0 – 19</b>	\$28,354.08	\$15,878.42
<b>20 – 26</b>	\$30,621.49	\$18,146.92
<b>27 – 33</b>	\$34,025.33	\$20,414.32
<b>34 – 39</b>	\$37,428.09	\$22,682.82
<b>40 – 47</b>	\$41,963.99	\$24,951.33
<b>48 +</b>	\$46,499.91	\$27,219.83

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

<b>FTE</b>	<b>Principal</b>	<b>Assistant Principal</b>
<b>0 – 19</b>	\$29,204.70	\$16,354.77
<b>20 – 26</b>	\$31,540.13	\$18,691.33
<b>27 – 33</b>	\$35,046.09	\$21,026.75
<b>34 – 39</b>	\$38,550.93	\$23,363.30
<b>40 – 47</b>	\$43,222.91	\$25,699.87
<b>48 +</b>	\$47,894.91	\$28,036.42

- 4.2.2.5. *Under no circumstances shall an assistant principal allowance be greater than one thousand dollars (\$1,000) less than the least principal allowance.*
- 4.2.2.6. *Principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*
- 4.2.2.7. *The minimum allowance for assistant principal allowance will be adjusted in accordance with current proportionality to the principal allowance.*

4.2.3. *In addition to the salary under clause 3.2.2, there shall be paid an allowance to the designated teachers in the School Division as per the following:*

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

<b>Consultants</b>	\$12,156.06
<b>Department Heads</b>	\$6,394.24

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

<b>Consultants</b>	\$12,520.74
<b>Department Heads</b>	\$6,586.07

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

<b>Consultants</b>	\$12,896.36
<b>Department Heads</b>	\$6,783.65

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

<b>Consultants</b>	\$13,283.25
<b>Department Heads</b>	\$6,987.16

4.2.3.5. *Teachers who are assigned to teach concurrently in two (2) or more assignments, as per the assignment letter(s), regardless of physical location, are paid;*

4.2.3.5.1. *Effective September 1, 2024 (3% Increase), \$1,320.46 per year for the second and each additional program taught.*

4.2.3.5.2. *Effective September 1, 2025 (3% Increase), \$1,360.07 per year for the second and each additional program taught.*

4.2.3.5.3. *Effective September 1, 2026 (3% Increase), \$1,400.87 per year for the second and each additional program taught.*

4.2.3.5.4. *Effective September 1, 2027 (3% Increase), \$1,442.90 per year for the second and each additional program taught.*

4.2.3.5.5. *Teachers who travel to more than one (1) site (within a program and report to one (1) principal) may refer to the administrative procedure on travel during the work day, as amended from time to time.*

4.2.4. *In the application of article 4, no teacher shall receive more than one (1) allowance. In the event of a teacher being eligible for more than one (1) allowance, the teacher shall receive the greater of the allowances payable.*

#### **4.3. Acting/Surrogate Administrators – Compensation**

4.3.1. In the event that any incumbent of an administrative position in a school is absent from duty for a period in excess of five (5) consecutive teaching days, another administrator or teacher shall assume the responsibility and be paid an allowance equal to that received by the incumbent commencing with the sixth day.

4.3.2. In a school where there is no assistant principal and the principal is absent from duty, a teacher shall be assigned the responsibility. In the event that the principal is absent from duty for a period of five (5) consecutive teaching days or more, the assigned teacher shall be paid an allowance equivalent to the principal's allowance retroactive to the first day.

#### **4.4. Teachers with Principal and Assistant / Vice-Principal Designations**

4.4.1. *A teacher designated as 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.*

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

- 4.4.3. *A teacher designated as an assistant or vice-principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.4. *Any current assistant or vice-principal who has had a term contract(s) for a term(s) of a total of less than five (5) years on September 1, 2023 may continue under the term contract until the total number of years designated as an assistant or vice-principal is five (5) years. When the total length of the assistant's or vice-principal's designation will be five (5) years between September 1, 2023 and January 1, 2024, the School Division must decide by January 1, 2024 whether or not the designation will continue in the 2023-24 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.4.5. *For any current assistant or vice-principal who is on a term contract(s) for a period of five (5) years or more as of September 1, 2023, the 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.*

#### **4.5. Other Administrator Conditions**

##### **4.5.1. Allocation of Principals**

- 4.5.1.1. *In a school where there are two (2) or more teachers, the School Division shall appoint a principal to the school.*
- 4.5.1.2. *In cases where the principal is to be responsible for more than one (1) site, discussion with the Local Association shall occur prior to implementation.*
- 4.5.1.3. *Notwithstanding clause 4.5.1.2 the School Division shall not appoint a principal to more than two (2) sites.*
- 4.5.1.4. *When there are two (2) principals at one (1) school the first assistant principal may be waived or appointed at the discretion of the Superintendent.*

##### **4.5.2. Allocation of Assistant Principal or Administrative Equivalents**

- 4.5.2.1. *In a school where there are eight (8) or more teachers, the School Division shall appoint an assistant principal or administrative equivalents.*
- 4.5.2.2. *In a school having twenty-five (25) or more teachers, the School Division shall appoint another assistant principal and / or*

*administrative equivalents. Additional assistant principals and / or administrative equivalents may be appointed at the discretion of the Superintendent.*

- 4.5.2.3. *The appointment of administrative equivalents shall be considered at the request of the principal with supporting documentation from the school staff and appointed at the discretion of the Superintendent. The arrangement shall be reviewed on an annual basis and in place for a period of no more than two (2) years.*

#### **4.6. Lieu Days for Administrators**

- 4.6.1. Lieu days within this clause do not apply to acting principals, acting assistant principals or administrative equivalents.
- 4.6.2. Principals are entitled to three (3) lieu days with pay and benefits in addition to any other leaves in this agreement, subject to approval of the Superintendent, Leadership Services.
- 4.6.3. Assistant principals are entitled to two (2) lieu days with pay and benefits in addition to any other leaves in this agreement, subject to the approval of the principal.
- 4.6.4. The days must be taken by June 30 of the school year, or the days will be forfeited, and no payment shall be made in lieu.

### **5. SUBSTITUTE TEACHERS**

#### **5.1. Rates of Pay**

- 5.1.1. *Salaries and allowances to be paid to all substitute teachers, as referred to in the Education Act, shall be as follows:*
- 5.1.1.1. *Full Daily Rate:*
- 5.1.1.1.1. *Effective September 1, 2024, three per cent (3%) increase, the full day substitute teachers' daily rates of pay will be \$238.39 plus two per cent (2%) in lieu of benefits of \$4.77 for a total of \$243.16.*
- 5.1.1.1.2. *Effective September 1, 2025, the full day substitute teachers rate will be \$271 per day plus two per cent (2%) in lieu of benefits of \$5.42 for a total of \$276.42.*
- 5.1.1.1.3. *Effective September 1, 2026, three per cent (3%) increase, the full day substitute teachers rate will be \$279.13 per day plus two per cent (2%) in lieu of benefits of \$5.58 for a total of \$284.71.*

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

**5.1.1.2. Half Daily Rate:**

5.1.1.2.1. *Effective September 1, 2024 (3% Increase) to August 31, 2025, the substitute teachers' rates of pay for each individual half day of an assignment will be \$144.32 plus two per cent (2%) in lieu of benefits \$2.89 for a total of \$147.21.*

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

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

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

5.1.1.3.2 *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.*

5.1.1.3.3 *Notwithstanding 5.1.1.3.2, nothing shall prevent part-time teachers from accepting substitute teacher work or being compensated in accordance with clause 5.1.1.3.*

**5.5.2. Commencement of Grid Rate**

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

5.2.2. *The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention,*

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

### **5.3. Other Substitute Teacher Conditions**

- 5.3.1. A substitute teacher shall normally follow the schedule of the teacher who is absent from duties. School administration may request, and a substitute teacher may agree, to an alteration of the schedule. Failing mutual agreement, school administration may require a substitute teacher adapt to adjustments which might normally occur if the absent teacher was in attendance.
- 5.3.2. Substitute teachers who accept half-day (1/2) assignments in sites where the morning timetable extends beyond 12:00 p.m. / noon shall be released by 12:00 p.m. / noon if they are scheduled for an afternoon assignment at another site.
- 5.3.3. For staff development sessions conducted during school hours the provision of substitute teachers will be a site-based decision.
- 5.3.4. *If a substitute teacher is unable to work as a result of an injury incurred at the workplace, the School Division shall pay the teacher per diem rate specified in clause 5.1.1 for a maximum of twenty (20) consecutive teaching days immediately following the injury, provided that the inability to work is verified by a physician chosen or approved by the School Division.*
- 5.3.5. Substitute teachers who accept assignments on thirty-five per cent (35%) of instructional days or more prior to Faith Day(s) in the current school year, shall be eligible to attend the Faith Day(s) with pay

#### **5.3.6. Cancellation of Assignment**

##### **5.3.6.1. Cancellation by Substitute Teacher**

- 5.3.6.1.1. Elective non-medical cancellations shall occur no later than 8:00 p.m. on the evening prior to the assignment. Substitute teachers who cancel will not be allowed to pick up any assignments within the School Division for that day.

##### **5.3.6.2. Cancellation of Assignment by School Division**

- 5.3.6.2.1. When a substitute teacher has accepted employment and cancellation occurs later than 8:00 p.m. on the evening prior to the assignment commencing and the substitute teacher still reports to the site, they shall carry out those duties that are assigned by the School Division for one half-day (1/2).
- 5.3.6.2.2. The substitute teacher may instead choose to pick up an alternate available assignment.

### 5.3.7. **Training**

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

## 6. **PART TIME TEACHERS**

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

### 6.2. **Part-Time Teacher Salaries**

6.2.1. *The salary for a part-time teacher will be calculated using the prorated FTE, determined in accordance with clause 6.1, applied against the appropriate salary provided in clause 3.2.2.*

### 6.3. **Other Part-time Teacher Conditions**

6.3.1. Part-time continuous contracts shall fall within two (2) categories:

**Category A:** a part-time position made up of an assignment between 0.2 FTE and 0.5 FTE.

**Category B:** Greater than 0.5 FTE but less than 1.0 FTE.

Each teacher within a category shall be guaranteed an assignment within that category in the subsequent year if such a position exists in the school to which the teacher is currently assigned unless the teacher agrees to a change in category.

6.3.2. Job Sharing: Teachers wishing to participate in job sharing will maintain their full-time continuous contract on a year-to-year basis. All applications for job sharing must be submitted annually to the Superintendent of Human Resource Services or designate for approval.

6.3.3. The School Division will attempt to provide contiguous employment for part-time teachers, where reasonably practicable.

## 7. **GROUP BENEFITS**

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

7.1.1. *The School Division shall contribute one hundred per cent (100%) to the payment of premiums as follows:*

7.1.1.1. *Extended Health Care*

7.1.1.2. *Dental Care*

7.1.1.3. *Extended Disability Benefit (EDB)*

7.1.1.4. *Life and Accidental Death and Dismemberment*

7.1.1.5. *Vision Care*

## **7.2. Group Benefits Eligibility**

7.2.1. *Teachers on temporary, or probationary contract on the last day of the school year who taught under contract for at least eighty (80) teaching days in the school year shall have their benefits continued during July and August.*

7.2.2. *All teachers entering the employ of the School Division shall participate in the group life insurance, accidental death and dismemberment insurance and extended disability benefit insurance plans.*

7.2.3. *Participation in the extended health care plan, vision care plan, and dental care plan shall be a condition of employment for all teachers. Notwithstanding the foregoing, a teacher may waive participation in these plans by stating that coverage exists through the teacher's spouse.*

## **7.3. Health Spending Account (HSA) / Wellness Spending Account (WSA)**

7.3.1. *Each teacher will have access to a personal HSA / WSA. The rate will be as follows: \$725 per FTE.*

7.3.2. *The amounts are prorated for teachers employed less than full-time with the School Division. The unused balance will be carried forward for a total accumulation of two (2) years. Teachers leaving the employ of the School Division will forfeit any remaining balance.*

7.3.3. *On an annual basis, each eligible teacher will have the option to allocate all or a portion of their annual HSA credit to a WSA. If the annual credits are not allocated, then all credits will be allocated to their HSA. Allocation of funds and its use will be at the sole discretion of the teacher.*

## **7.4. Other Group Benefits**

7.4.1. *Amendments to insurance plans shall be made with the approval of a committee representative of the teachers and the School Division. This committee shall be made up of the Local Association's table officers and the chair of the Teacher Welfare Committee representing the teachers and three (3) representatives to be named by the School Division. This committee may, upon mutual agreement, refer the approval of amendments to the Employee Relations / Association Liaison Committee.*

7.4.2. *A teacher who suffers personal injury arising out of and in the course of employment and who incurs medical expenses not covered in group insurance plans sponsored by the School Division or covered by other government*

agencies, shall be entitled to reimbursement for such reasonable expenses upon presentation of receipt for bills paid. Notwithstanding the above, the School Division shall not be liable for payment of costs beyond a period of one (1) year from the date of the accident that caused the injury.

- 7.4.3. *The School Division shall pay the cost of benefits, including the HSA / WSA, for teachers sixty-five (65) years of age and over who have returned to employment after retiring to a maximum of the premiums and HSA / WSA contributions paid for contract teachers.*

## **8. CONDITIONS OF PRACTICE**

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

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

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

### **8.2. Assignable Time Definition**

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

- a) operational days (including teachers' convention);*
- b) instruction;*
- c) supervision, including before and after classes, transition time between classes; recesses, and lunch breaks;*
- d) parent / teacher interviews and meetings;*
- e) School Division and school- directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3;*
- f) staff meetings;*
- g) time assigned before and at the end of the school day;*
- h) other activities that are specified by the School Division to occur at a particular time and place within a reasonable workday.*

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

*they carry out their professional responsibilities that extend beyond their assigned time.*

8.2.3. *Time spent traveling to and from professional development opportunities identified in 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 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. Appointments shall be made to the teaching staff and not to any particular school. The teacher shall be subject to assignment as the Superintendent or designate may deem advisable in the interests of the School Division within the limitations of the *Education Act*.
- 8.4.2. The Superintendent, or designate, shall discuss any changes in assignment or transfer with the teacher concerned before notice of change or transfer is given.
- 8.4.3. Teachers shall provide such instruction and perform such duties as the principal shall assign in consultation with the teaching staff.

- 8.4.4. *If a teacher is of the opinion that provisions in clauses 8.1, 8.4.3, 5.3.1 and 5.3.2 have not satisfactorily been implemented, the teacher may appeal the assignment to the Superintendent or designate.*
- 8.4.5. *The School Division shall:*
- 8.4.5.1. *Staff each school in such manner that will provide adequate time for administrators to perform their functions and duties;*
  - 8.4.5.2. *Make every attempt to staff its schools in the best interests of both students and teachers;*
  - 8.4.5.3. *Agree to establish a priority of lower ratio in early childhood services and grades one (1), two (2), and three (3);*
  - 8.4.5.4. *Make every reasonable attempt to avoid combined and / or split grades;*
  - 8.4.5.5. *Agree to establish a priority of lower ratio in classes which have students with identified special needs.*
- 8.4.6. Long Service Incentive**
- 8.4.6.1. *All teachers on contract shall receive one (1) day in lieu in recognition of their long service to the School Division on their twenty-fifth (25), thirtieth (30) and thirty-fifth (35) anniversary of employment in alignment with the School Division long service recognition programs.*
  - 8.4.6.2. *The day must be taken by June 30 of the school year in which it is earned, or the day will be forfeited, and no payment shall be made in lieu.*

## **9. PROFESSIONAL DEVELOPMENT**

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

- 9.1.1. *Teacher Professional Growth Plans will consider but will not be required to include the School Division's goals.*
- 9.1.2. *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*
- 9.1.3. *School Divisions and / or schools are not restricted in developing their own staff development plan in which the School Division and / or school may require teachers to participate.*

## **9.2. Professional Development Fund**

- 9.2.1. The School Division commits to maintaining a Professional Development Fund to support costs incurred in professional development related to teachers' individual professional growth plans.
- 9.2.2. The School Division will provide the amount of five hundred and twenty-five thousand dollars (\$525,000) annual for a Professional Development Fund and also an amount up to one hundred and fifty thousand dollars (\$150,000) annually for related substitute teaching costs and / or other professional improvement leave. Substitute teaching funds cannot be converted to cash and added to the Professional Development Fund
  - 9.2.2.1. Credited courses, including graduate courses, may be funded through the Professional Development Fund. The terms of reference will guide the administration of the fund.
- 9.2.3. The parties shall maintain a joint committee to review the terms of reference of the fund on an annual basis no later than June 30. The committee will be comprised of three (3) members of Local Association and three (3) members appointed by the School Division unless otherwise mutually agreed.
- 9.2.4. The committee shall review guidelines which:
  - 9.2.4.1. Ensure there is a clear focus on teaching quality and improvement of student outcomes;
  - 9.2.4.2. Review a process for application and funding access that is compatible with School Division policy and procedure;
  - 9.2.4.3. Review a process for appeal; and
  - 9.2.4.4. Support professional development opportunities offered locally.
- 9.2.5. The committee shall meet at the request of either party to ensure that guidelines are observed.
- 9.2.6. The Local Association shall administer the distribution of the Professional Development Fund. After the Local Association has approved funding distribution, the information shall be shared in a timely manner with the Superintendent, Human Resource Services, for review. A monthly report will be provided to the Superintendent, Human Resource Services. Funds not allocated by August 31 shall revert to the School Division.

## **9.3. Professional Improvement Leave**

- 9.3.1. **Definition:** *A Professional Improvement Leave shall mean a leave:*
  - 9.3.1.1. *from regularly assigned duties;*
  - 9.3.1.2. *with pay;*

- 9.3.1.3. *for the purpose of professional improvement as specified by the teacher, and in accordance with the needs of the School Division;*
  - 9.3.1.4. *for members included in this bargaining unit; and*
  - 9.3.1.5. *approved by the Superintendent.*
- 9.3.2. **Types:** *Professional Improvement Leaves shall be of two (2) types:*
- 9.3.2.1. **Intermediate term,** *a leave for a period of twenty-one (21) teaching days to one hundred and twenty-one (121) teaching days (this period of time would be utilized for study workshops, conference, research, study projects and others) and paid seventy-five per cent (75%) of basic salary; or*
  - 9.3.2.2. **Short term,** *a leave for a period of three (3) teaching days to twenty (20) teaching days (this period of time would be utilized for workshop conferences, research, study projects and others) and paid one hundred per cent (100%) of total salary.*
- 9.3.3. **Selection Committee:** *A Selection Committee for Professional Improvement Leaves shall be appointed prior to June 30 each year and shall be composed of three (3) representatives from the Local Association and three (3) representatives from the School Division's Administration.*
- The Selection Committee shall:*
- 9.3.3.1. *receive from Human Resource Services relevant information;*
  - 9.3.3.2. *evaluate all pertinent information;*
  - 9.3.3.3. *communicate the availability of the Professional Improvement Leave for the following school year;*
  - 9.3.3.4. *prepare and establish the criteria to be used in the selection of the applicants for professional improvement leave;*
  - 9.3.3.5. *recommend suitable candidates for leaves to the Superintendent.*
- Applicants will be notified of the outcome of their application within ten (10) teaching days of the recommendation being received by the Superintendent.*
- 9.3.4. **Application:** *Teachers applying for Professional Improvement Leaves shall complete the proper application form and submit it to Human Resource Services by the deadline date as determined by the Selection Committee in clause 9.3.3 above.*
- 9.3.5. **Undertaking by Teacher:** *A teacher who is granted an intermediate term Professional Improvement Leave shall enter into an agreement with the School Division to return to duty following expiration of the leave and shall not resign or retire from teaching service, other than by mutual consent between the School*

*Division and the teacher, for a period of at least two (2) years after resuming duties.*

## **10. SICK LEAVE**

- 10.1. *Sick leave with pay shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of sickness or disability. Teachers shall attempt to schedule medical or dental treatments so as to minimize disruption to the instructional program.*
- 10.2. *Upon request by the School Division the teacher shall provide satisfactory medical evidence confidentially to Employee Health Services:*
  - 10.2.1. *on a form to be supplied by the School Division, a declaration as to the reason for the absence under article 10 where the sick leave is for a period of three (3) days or fewer;*
  - 10.2.2. *a certificate signed by a qualified medical doctor indicating that the absence was necessitated by illness where the sick leave is for a period in excess of three (3) consecutive teaching days.*
- 10.3. *The School Division shall be entitled to require at any time an examination by a doctor or dentist selected by the School Division and at the School Division's expense.*
- 10.4. *A teacher on temporary, or probationary contract:*
  - 10.4.1. *shall be provided sick leave benefits in accordance with the provisions of the Education Act;*
  - 10.4.2. *in the second and subsequent years of employment with the School Division, shall be entitled to carry forward the unused portion of sick leave from the previous year.*
- 10.5. *A teacher on continuous contract shall be provided ninety (90) calendar days of sick leave entitlement. This shall be with or without pay as follows and serve as the EDB elimination period.*
  - 10.5.1. *The teacher who becomes sick or disabled during a period while actively at work shall begin the EDB elimination period with pay on the first day of absence.*
  - 10.5.2. *The teacher who becomes sick or disabled during a leave granted under clauses 9.3 and 10 to 14, other than clauses 11.1.1 to 11.1.5 for maternity leaves, of the collective agreement shall begin the EDB elimination period without pay at the time the sickness or disability is determined by a medical doctor to have begun. Should the teacher have been scheduled to return to regular duties before the end of the elimination period the teacher shall have access to the remainder of the elimination period as sick leave with pay.*

- 10.5.3. *Where a teacher is unable to work full-time due to a medical disability the School Division and teacher may agree that the sick leave entitlement be applied on a pro-rated basis for part-time work for a specified period.*
- 10.6. *If the sickness or disability continues beyond the elimination period, salary payment, if any, shall terminate subject to the provisions of the Education Act. Teachers enrolled in the EDB plan shall apply for benefits at the first opportunity to do so.*
- 10.7. *A teacher who has been absent due to the above reasons and returns to regular duties shall have the ninety (90) calendar days sick leave entitlement reinstated. However, should the teacher suffer from a recurrence of the same disabling condition within six (6) months the teacher shall apply for EDB immediately. Once approved, the EDB benefit shall be effective the first day of absence due to the recurrence.*
- 10.8. *Reinstatement of sick leave entitlement occurs except in instances where the teacher has been continuously absent under the provisions of article 10 for a period of fourteen (14) or more calendar days. In such cases, the School Division may request a medical certificate signed by a medical doctor prior to the date of return verifying that the teacher is able to return to work on a continuous basis.*
- 10.9. *Notwithstanding clause 10.5, teachers who have accumulated sick leave credit in excess of sixty (60) days as of September 1, 1981, shall retain said accumulation. The bank of accumulated sick leave shall be for the sole purpose of the computation of a retirement gratuity. Teachers shall be eligible for this retirement gratuity should they become disabled after January 1, 2001, and access the extended disability benefit. The gratuity shall be based upon the difference between the teacher's net salary and the teacher's net income from the extended disability benefit for the period equivalent to the number of days in the bank of accumulated sick leave that would otherwise have been used by the teacher before applying for EDB.*
- 10.10. *When a teacher leaves the employ of the School Division all accumulated sick leave shall be cancelled. However, providing the teacher has five (5) or more consecutive years' service with the School Division and returns to the staff within two (2) years, the sick leave accumulated under clause 10.9 shall be reinstated to the teacher.*

## **11. MATERNITY, ADOPTION AND PARENTAL LEAVE**

### **11.1. Maternity Leave**

*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 (1) parent of the child at the same time.*

## **11.3. Salary Payment and Benefit (SEB) Premium Payment Set SEB Plan**

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

*11.3.2. If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability*

*Benefits. The teacher shall provide a medical certificate indicating that they are unable to work because of a medical condition.*

- 11.3.3. *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*
  - a) *The teacher may access sick leave entitlement with pay as specified in article 10 for the period of illness or disability.*
  - b) *The School Division shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with one hundred per cent (100%) of their salary during seventeen (17) weeks of leave.*
- 11.3.4. *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA/WSA amounts specified in article 7.0 of the collective agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5. *The School Division shall pay the portion of the teacher's benefits plan premiums specified in article 7.0 of the collective agreement for thirty-six (36) weeks of parental leave. The HSA/WSA will remain active for the duration of parental leave, but no further credits will be contributed to the HSA/WSA during this time.*

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

- 11.4.1. *Teachers may prepay or repay benefit premiums payable during the duration of a 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's portion of the benefit premiums.*
- 11.4.4. *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5. *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums and shall reimburse the School Division upon receipt of an invoice.*

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

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

- 12.1. *Leaves for personal reasons to a maximum of three (3) calendar days per school year shall be granted to teachers on contract as of September 30, as follows:*
- 12.1.1. *one (1) day without loss of pay; and*
- 12.1.2. *two (2) days at the cost of a substitute, whether a substitute is required or not.*
- 12.2. *No more than two (2) personal days may be taken within one (1) absence period. Personal Leave may be taken in half day (1/2) increments.*
- 12.3. *Teachers shall be able to roll over and accumulate their one (1) unused paid personal leave day for one (1) year. The leave day from the previous year must be used before any further roll over may occur.*

## **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 13.1. 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 Association, 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**

### **14.1. General**

- 14.1.1. A leave of absence is an authorization for a teacher to be absent from work for a definite period of time, granted in advance by the School Division in accordance with this article.
- 14.1.2. Except in cases of emergency, or as otherwise outlined in this article, all requests for leave shall be made in writing to the Superintendent of Human Resource Services or designate, at least ten (10) teaching days prior to the beginning of the leave.
- 14.1.3. Teachers returning from all leaves (including deferred salary leave plan) of one (1) year or less in duration, granted through the collective agreement, shall be returned to the position held at the commencement of the leave.
- 14.1.4. *Notwithstanding clause 14.1.3, teachers returning from maternity or adoption leaves at a later date satisfactory to both parties shall be returned to the position held at the commencement of the leave.*
- 14.1.5. The phrase "returned to the position held at the commencement of the leave" in clause 14.1.3 does not imply that a teacher on leave has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.
- 14.1.6. *Subject to the availability of replacement staff, the School Division shall grant reasonable requests for leave of absence for the purpose of:*
  - 14.1.6.1. *professional activities;*
  - 14.1.6.2. *community activities;*
  - 14.1.6.3. *private activities;*
  - 14.1.6.4. *other activities; or,*
  - 14.1.6.5. *Local Association activities.*
- 14.1.7. *Leaves of absence under clause 14.1.6 shall be granted at one (1) of:*
  - 14.1.7.1. *full salary;*
  - 14.1.7.2. *full salary less the cost of a substitute teacher whether or not one is required;*
  - 14.1.7.3. *full salary subject to recovery from a third party;*

- 14.1.7.4. *without salary, but maintaining School Division contributions to benefit plan premiums and the employee's HSA / WSA with teacher portion of pension contributions reimbursed;*
- 14.1.7.5. *without salary and School Division contributions to benefit plan premiums and the employee's HSA / WSA where the leave of absence exceeds thirty (30) calendar days or is provided otherwise in this Collective Agreement; or*
- 14.1.7.6. *As identified in the applicable article.*
- 14.1.8. *Deductions made under clause 14.1.7.2 shall in no event exceed the amount of the teacher's regular pay which would have been earned except for the leave of absence.*
- 14.1.9. *Teachers granted leaves of absence which extend through the period January to September, under clause 14.1.6 shall give an undertaking in writing by April 1 of their intention to return to active employment.*

## **14.2. Special Leaves**

- 14.2.1. *A leave of absence shall be granted at full salary for:*
  - 14.2.1.1. *jury duty;*
  - 14.2.1.2. *when required to appear in a legal proceeding with respect to work-related matters;*
  - 14.2.1.3. *when served with a subpoena to appear in a court proceeding;*
  - 14.2.1.4. *three (3) days on the adoption of a child provided such adoption takes place during the school year and is not taken in conjunction with clauses 11.2.1 to 11.2.6 for adoption leave.*
  - 14.2.1.5. *three (3) days birth leave provided such birth takes place during the school year or when the child is released from the hospital in the school year.*
- 14.2.2. *Leave of absence with salary shall be granted to a teacher when necessitated by the critical illness or death of a spouse, child, brother, sister, parent, grandchild, parent of spouse, foster child, or a relative who is a member of the teacher's household or for whose care the teacher is responsible, for not more than:*
  - 14.2.2.1. *five (5) days for critical illness;*
  - 14.2.2.2. *five (5) days for death; or*
  - 14.2.2.3. *ten (10) days for critical illness and death; or*

14.2.2.4. *two (2) days to attend the funeral of grandparent, grandparent of spouse, brother-in-law, or sister-in-law.*

14.2.2.5. *The School Division recognizes that there may be circumstances where the above provisions may be extended and may do so at its sole discretion.*

14.2.3. *Leave up to three (3) days per year shall be granted with salary to attend to the needs of a child, spouse, other member of the teacher's household or parent or parent of spouse who is dependent on the teacher.*

14.2.4. *The School Division shall provide, at no cost to the teacher, release time to attend their own convocation or graduation from a post-secondary institution.*

### **14.3. Leave of Absence for Military Service**

14.3.1. *In addition to the leaves of absence provided in clauses 9.3 to article 14 of this Collective Agreement, the parties agree to provide the following leave. A leave of absence shall be granted at full salary for up to four (4) days for deployment and return from deployment of a family member in military service. For the purposes of this clause, a "family member" shall be any member of the teacher's immediate family. Up to two (2) days of leave may be taken either at the time of deployment and up to two (2) days may be taken at the time of return from deployment.*

14.3.2. *A leave of absence without pay shall be granted for a teacher who is deployed for service. The teacher's position will be held for up to one (1) year.*

### **14.4. Domestic Violence Leave**

14.4.1. *A leave of absence shall be granted at full salary for up to three (3) operational days for a teacher in a domestic violence situation. Verification from a recognized professional may be required.*

## **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- (3-) member arbitration board consisting of a chair and one (1) nominee each. The parties shall appoint their nominees within fifteen (15) operational days of the agreement to convene a three- (3-) member arbitration board, and the nominees shall endeavour to select an independent chair.*
- 15.12.1. *If the parties are unable to select a chair within fifteen (15) operational days of the appointment of the second representative, either party may request the Director of Mediation Services to appoint a chair.*
- 15.13. *Each party to the grievance shall bear the expense of its respective appointee and the two (2) parties shall bear equally the expenses of the chair.*
- 15.14. *The arbitrator/arbitration board shall determine their own procedure but shall give full opportunity to all parties to present evidence and to be heard. The arbitrator/arbitration board shall make any order they consider appropriate.*
- 15.15. *The findings, decision, and award of the arbitrator/arbitration board is final and binding on:*
- 15.15.1. *the 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 non-contiguous timetable through mutual agreement between the teacher and School Division.*

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

- 16.5.1. *The School Division and the Association recognize the importance of promoting a safe and healthy environment for employees.*
- 16.5.2. *The School Division and the Association agrees to fulfil its obligation under Alberta's Occupational Health and Safety Act (OHS) and all applicable legislation.*
- 16.5.3. *The School Division recognizes that every Teacher has the right to work in an environment free from harassment, violence and threats of violence. The Board shall take every reasonable precaution for the protection of Teachers from harassment, violence or threats of violence.*
- 16.5.4. *Within the obligations to maintain appropriate risk assessment and mitigation processes, teachers ought to be informed of potential risks which may arise from student behaviour challenges they could reasonably anticipate to encounter in the course of their work within the school, and where that risk could expose the teacher to violence or physical injury. Notwithstanding, the School Division and Association acknowledge this commitment is subject to the provisions of the Student Records Regulation.*

#### **16.6. Information**

- 16.6.1. *All new employees to the teaching staff shall submit documents required for employee record purposes to Human Resource Services within thirty (30) days of commencing employment or in accordance with the stipulated timelines as set by the agencies that provide the documentation.*

**16.7. Staff Reduction**

16.7.1. *In the case of staff reduction, a teacher will not be identified for priority placement or reassigned two (2) years in a row.*

16.7.2. *Natural attrition shall be the method used to compensate for School Division wide staff reduction necessitated by declining enrolment.*

16.7.2.1. *Should the School Division determine that it can no longer operate within the provisions of clause 16.7.2, then,*

16.7.2.2. *Either party to this agreement may amend clause 16.7.2 by serving notice to reopen the collective agreement for the purpose of renegotiating clause 16.7.2. Should the parties fail to agree to an amendment, the matter shall be dealt within the next round of collective bargaining.*

**16.8. Job Postings**

16.8.1. When a consultant position becomes vacant, it shall be openly advertised, unless the incumbent is expected to return at the beginning of the next school year, in which case a temporary appointment will be made.

**16.9. Extra Curricular Activities**

16.9.1. Expectation of participation in extra curricular activities may not be considered during the hiring/staffing process of a teacher.

## LETTERS OF UNDERSTANDING (LOU)—CENTRAL

### LETTER OF UNDERSTANDING #1

#### **RECRUITMENT OF TEACHERS TO SUPPORT CLASSROOM COMPLEXITY ISSUES**

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

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

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

#### **NOW THEREFORE IT IS COMMITTED THAT:**

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

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

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

**LETTER OF UNDERSTANDING #2**  
**DISTRIBUTED EDUCATION CONDITIONS OF PRACTICE**

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

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

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

**NOW THEREFORE THE PARTIES AGREE THAT:**

1. *School Divisions and the Association may agree locally to establish pilot projects for distributed education conditions of practice during the term of the agreement. Such projects may include provisions related to:
  - a) *The number of students, credits, courses, or subject areas a teacher may be assigned;*
  - b) *The amount of course design and development expected of a teacher;*
  - c) *Class composition and complexity in the distributed education environment;*
  - d) *The amount of non-instructional time that may be assigned to distributed education teachers;*
  - e) *Appropriate processes and considerations when students do not complete the attempted course;*
  - f) *Processes and timing for enrolling students in courses or programs.**
2. *Where collective agreements already include provisions related to distributed education environment, local pilot projects may temporarily modify existing central terms related to distributed education conditions of practice.*
3. *In any event (with or without mutual agreement to a pilot project), and where requested by the Association or an individual teacher, a School Division with a distributed education program shall establish a Distributed Education Collaboration Committee to facilitate ongoing conversations on the above noted elements of a distributed education program.*

**LETTER OF UNDERSTANDING #3**

**TRIAL PROCESS FOR CONCURRENT EXPERIENCE**

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

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

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

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

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

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

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

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

## **LETTER OF UNDERSTANDING #4**

### **EXPERIENCE FORM**

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

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

**LETTER OF UNDERSTANDING #5**

**EXTRA CURRICULAR ACTIVITIES**

The Association and the School Division agree to develop joint communication(s) to be shared annually with parent / guardians and school staff to recognize the voluntary nature of the teacher's participation in extra-curricular activities.

**LETTER OF UNDERSTANDING #6**

**ITINERANT TEACHERS**

For the 2023-24 and 2024-25 school years, the School Division will hire itinerant teachers under temporary contract, based on need, and as determined by the School Division.

This LOU expires June 30, 2025.

**LETTER OF UNDERSTANDING #7**  
**NEW CURRICULUM PROFESSIONAL DEVELOPMENT**

To support in-servicing on new curriculum, resources will be distributed equitably to all impacted School Division school sites.

**LETTER OF UNDERSTANDING #8**  
**TEACHER ASSIGNMENT / DEPLOYMENT**

Teachers will have the opportunity to discuss their predicted assignment / deployment for the following school year with their school administrator prior to the start of the staffing cycle.

## **LETTER OF UNDERSTANDING #9**

### **DRAFT SCHOOL CALENDAR**

The School Division will share a planned draft calendar for feedback at the Employee Relations / Association Liaison Committee (clause 1.11.1.2. of this agreement) meeting prior to the School Division board meeting to approve the school calendar.

Feedback provided at the Employee Relations / Association Liaison Committee meeting will be taken into consideration when finalizing the school calendar.

## **LETTER OF UNDERSTANDING #10**

### **FALL BREAK**

The School Division values the important work and commitment of our teachers. In the interest to support teacher well-being, the School Division acknowledges the importance and continued interest in a fall break and will continue to provide this where operationally feasible.