

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**BOARD OF TRUSTEES  
EDMONTON SCHOOL DISTRICT NO. 7**

**AND**

**THE ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2012 TO AUGUST 31, 2016**

## INDEX

CLAUSE	NAME .....	PAGE
1	DEFINITIONS .....	1
2	TERM AND DURATION.....	1
3	NOTICE TO BARGAIN .....	1
4	SCOPE.....	2
5	SALARY SCALE.....	2
5.2	SALARY PAYMENT.....	3
5.3	NEW APPOINTEES.....	4
5.4	EXPERIENCE INCREMENTS.....	4
5.5	TEACHER EDUCATION.....	6
6	WORK DURING HOLIDAY PERIODS.....	6
7	SUBSTITUTE TEACHERS.....	6
8	ALLOWANCES & SALARIES FOR DESIGNATED POSITIONS.....	7
9	ALLOWANCES FOR DESIGNATED POSITIONS.....	7
9.1	PRINCIPALS .....	8
9.2	ASSISTANT PRINCIPALS .....	8
9.3	CURRICULUM CO-ORDINATORS AND DEPARTMENT HEADS .....	8
	ASSISTANT CURRICULUM CO-COORDINATORS AND ASSISTANT DEPARTMENT HEADS .....	8
9.4	TEACHER CONSULTANTS .....	9
10	SALARIES FOR DESIGNATED POSITIONS (12-MONTHS) .....	9
10.1	DIRECTORS.....	9
10.2	SUPERVISORS.....	9
10.3	12-MONTH CONSULTANTS.....	9
10.4	PROGRAM CO-ORDINATORS .....	9
11	OTHER ALLOWANCES .....	10
11.1	TEACHERS ASSIGNED TO MULTIPLE LOCATIONS .....	10
11.2	TEACHERS AT NIGHT SCHOOL AND SUMMER SCHOOL .....	10
11.3	WORK EXPERIENCE AND/OR REGISTERED APPRENTICESHIP PROGRAM CO-ORIDNATOR.....	10
12	GROUP INSURANCE.....	10
13	TEACHER ASSIGNMENT .....	12
14	TIME FOR ADMINISTRATION AND SUPERVISION .....	13
15	ADMINISTRATIVE ABSENCES .....	14
16	STAFFING.....	14
17	PERSONNEL FILES .....	15
18.1	GENERAL LEAVES OF ABSENCE.....	15
18.2	SICK LEAVE.....	16
18.3	FAMILY ILLNESS AND BEREAVEMENT LEAVE .....	17
18.4	PRIVATE BUSINESS LEAVE.....	17
19	OTHER LEAVES OF ABSENCE .....	18
20	MATERNITY LEAVES AND ENTITLEMENTS .....	19
20.1	MATERNITY LEAVE .....	19
20.2	MATERNITY ENTITLEMENTS .....	19
21	PARENTAL/ADOPTION LEAVE.....	20
22	LEAVE FOR ARRIVAL OF A CHILD.....	21
23	PROFESSIONAL IMPROVEMENT.....	21
24	LIAISON COMMITTEE .....	23
25	GRIEVANCE PROCEDURE.....	23
	LETTERS OF INTENT & UNDERSTANDING.....	26

**This Agreement is between**  
**the Board of Trustees of Edmonton School District**  
**No. 7**

**and**

**The Alberta Teachers' Association, a body corporate**  
**incorporated under the laws of the Province of**  
**Alberta.**

**Whereas The Association is the duly certified**  
**bargaining agent for the teachers employed by the**  
**Board, and**

**Whereas such teachers' terms and conditions of**  
**employment and their compensation have been the**  
**subject of negotiation between the Parties;**

**Therefore, the Parties desire that these matters be set**  
**forth in an Agreement to govern all the terms of**  
**employment of the teachers.**

## **Preamble**

This agreement is made this 4<sup>th</sup> day of December, 2014, pursuant to the School Act and the Labour Relations Code.

### **1. Definitions**

For the purposes of this agreement:

- (a) "Benefits" shall mean the Board's portion of group insurance premiums.
- (b) "Board Cost" for a teacher shall mean applicable salary and benefits as well as the Board's obligation for holiday pay, vacation pay and the Board portion of legislated programs such as Employment Insurance (EI) and the Canada Pension Plan (CPP).
- (c) "Local" shall mean the Edmonton Public Teachers Local 37 of The Alberta Teachers' Association.
- (d) "Natural Break" means Christmas Break, Spring Break, Summer Break, other breaks of four (4) or more week days, semester changes at high schools, and any other time approved by the Board.
- (e) "Salary" shall mean, unless otherwise specified, applicable salaries and allowances specified under clauses 5.1 and 7 to 11 inclusive.
- (f) "School Year" shall mean the period beginning on the first day of operation and ending on the day prior to the first day of operation in the following year.
- (g) "Substitute Teachers" are teachers employed on a day-to-day basis and placed on a list of active Substitute Teachers.

### **2. Term and Duration**

- 2.1 This agreement shall, except where otherwise specified, take effect on September 1, 2012, and shall remain in full force and effect until August 31, 2016, except in the event that negotiations between the parties for renewal or revision hereof or for a new collective agreement have been commenced as hereinafter provided and have not been concluded by August 31, 2016, this agreement shall continue in full force and effect until;
- (a) a new agreement is reached, or
  - (b) the Association terminates the agreement by commencement of strike action, or
  - (c) the Board terminates the agreement by the commencement of a lockout.
- 2.2 No new claims or demands shall arise out of previous agreements upon the coming into force of this agreement.
- 2.3 In the event that any provision of this agreement is unenforceable or invalid, that unenforceability or invalidity shall not affect the enforceability or validity of any other provisions of this agreement.

### **3. Notice to Bargain**

- 3.1 Either party to the collective agreement may, not less than 60 days and not more than 150 days preceding the expiry of the term of the collective agreement, by notice in writing, require the other party to the collective agreement to commence collective bargaining. When the foregoing notice is given, the representatives of the parties shall meet and commence collective bargaining not more than 30 days after notice is given.

3.2 The two parties may at any time upon their mutual agreement negotiate revisions of this agreement. Any such revisions shall become effective from such date as shall be mutually agreed upon by the parties.

**4. Scope**

4.1 This agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the Board, specifically exempting the Superintendent of Schools, Assistant Superintendents, Managing Directors, Directors and Supervisors of Personnel.

4.2 Notwithstanding the above, this agreement shall not apply to persons teaching at the Board's summer school, night classes or tutorial classes except as provided in clause 11.2. These staff shall only have access to clause 25 (Grievance Procedure) for issues arising out of clause 11.2.

4.3 The Board may create new classes of designations in respect to teachers covered by this agreement. Nevertheless, the salaries and allowances for such new classifications shall be arrived at by consultation with the Association before initially advertising positions or designating teachers within the new classifications.

**5. Salary Scale**

5.1 Effective September 1, 2014 teachers will be paid in accordance with the following salary grid.

	CATEGORY		
	FOUR YEARS TEACHER EDUCATION	FIVE YEARS TEACHER EDUCATION	SIX YEARS TEACHER EDUCATION
0	58,193	61,526	65,295
1	61,511	64,844	68,614
2	64,829	68,164	71,932
3	68,147	71,482	75,250
4	71,466	74,802	78,568
5	74,785	78,120	81,887
6	78,103	81,438	85,205
7	81,421	84,756	88,523
8	84,739	88,074	91,841
9	88,058	91,393	95,160
10	92,075	95,411	99,178

Effective September 1, 2015 increase salary grids, in effect August 31, 2015, by 2%.

	CATEGORY		
	FOUR YEARS TEACHER EDUCATION	FIVE YEARS TEACHER EDUCATION	SIX YEARS TEACHER EDUCATION
0	59,357	62,757	66,601
1	62,741	66,141	69,986
2	66,126	69,527	73,371
3	69,510	72,912	76,755
4	72,895	76,298	80,139
5	76,281	79,682	83,525
6	79,665	83,067	86,909
7	83,049	86,451	90,293
8	86,434	89,835	93,678
9	89,819	93,221	97,063
10	93,917	97,319	101,162

A one-time lump-sum payment of one percent (1%) of the annual salary as set out in the Collective Agreement grid in effect as of November 15, 2015 will be paid to all teachers on contract on that date, and paid no later than the end of December 2015.

Note: Any dollar amounts not otherwise adjusted to be adjusted by the same percentage and effective dates as the grid (i.e., 7.1, 9.1, 9.2, 9.3, 9.4, 10.1, 10.2, 10.3, 10.4, 11.1, 11.2, 11.3, 15.2).

- 5.1.1 Teachers on staff as of September 1, 1991 who have one (1) or two (2) years of teacher education shall be paid the same grid salary as teachers with four (4) years of teacher education and two (2) years of teaching experience until they attain four (4) years of teacher education. This clause shall be deleted by mutual consent only after the District and the Association are satisfied that there are no teachers eligible for payment under this clause.
- 5.1.2 Teachers on staff as of September 1, 1991 who have three (3) years of teacher education shall be paid the same grid salary as teachers with four (4) years of teacher education and four (4) years of teaching experience until they attain four (4) years of teacher education. This clause shall be deleted by mutual consent only after the District and the Association are satisfied that there are no teachers eligible for payment under this clause.
- 5.1.3 New teachers with less than four (4) years university education shall be paid at the Category Four, Step 0 level until they qualify for Category Four on the grid as evaluated by the Teacher Qualifications Service (TQS) in accordance with clause 5.5.
- 5.2 **Salary Payment**
  - 5.2.1 The Board shall pay by electronic deposit to the financial institution of each teacher's choice taking into consideration any necessary adjustments:
    - a) 1/12 of annual salary by the last banking day of each month except for Summer Break and Christmas/Spring Breaks.
    - b) June and July salary will be paid on the last banking day of June. Teacher payout for August shall be paid on or before the fifth working day in July.

- c) salary payments prior to the Christmas and Spring Breaks shall be deposited by the last operational day prior to the Break.

5.2.2 A teacher may request in writing that the Board, through payroll deductions, make electronic Registered Retirement Savings Plan (RRSP) deposits to the financial institution of the teacher's choice, in the amount specified by the teacher.

5.2.3 Administrators', supervisors' and specialists' allowances shall be paid from the date the respective responsibility is assumed and shall be discontinued from the date the responsibility is terminated. However, clauses 8.b and 8.c apply.

5.2.4 The Board shall ensure that the pensionable service of teachers is not negatively impacted by transferring to and from schools with modified calendars. Upon request, a teacher newly-appointed to the District and assigned to a school with a modified calendar shall receive an advance repayable over the term of the teacher's contract or the school year, whichever is shorter, or other mutually agreed upon arrangements between the teacher and the Board.

### **5.3 New Appointees**

5.3.1 A teacher may be placed at one (1) or more steps on the salary grid higher than that provided for under teaching experience when the teacher is engaged by the Board for the purpose of filling:

- (a) a specialized teaching position and/or supervisory position.
- (b) a teaching and/or supervisory position which, in addition to an Alberta Teacher Certificate, requires a special license or certificate, the training for which is not recognized by The Alberta Teachers' Association Teacher Qualifications Service (TQS).

The grid salary so determined shall not exceed the maximum provided for the appropriate year of teacher education.

5.3.2 Prior to the engagement of a teacher in accordance with clause 5.3.1, the Board shall notify the Association of its intention, give the Association one (1) week to respond, and promptly notify the Executive Assistant of the Local when the appointment has been made.

### **5.4 Experience Increments**

5.4.1 Teaching experience for the purpose of clauses in this section shall mean experience gained while holding a valid Alberta teaching certificate or its equivalent, and includes the following:

- a) days under contract in a position which requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods;
- b) days employed as a long-term Substitute Teacher; (on grid as per clause 7.2)
- c) days employed as a day-to day Substitute Teacher within the preceding five (5) years;
- d) days taught for the Alberta Distance Learning Centre;
- e) days taught in a post-secondary institution.

5.4.2 Each teacher who is eligible for an increment shall, on the first day of September or February immediately following the establishment of such eligibility, be placed on the next higher step on the grid for the appropriate category of teacher education.

5.4.3 Initial placement on the salary grid for teachers with temporary or probationary contracts and substitute teachers, shall be determined using the following criteria:

- a) any increments previously granted by this Board for the teacher will be recognized.
- b) one increment will be given for each full year of teaching experience, as experience is defined in clause 5.4.1.
- c) where service includes the following:
  - substitute or supply service;
  - partial years of service; and
  - periods of part-time service,

Full years of service shall be calculated as the number of full day equivalents of teaching experience in those years divided by 130.

- d) any residual number of days of teaching experience beyond the full years of teaching experience recognized above shall be credited to the teacher for accumulation toward the earning of any future increment.

5.4.4 For teachers with a continuous contract, experience increments shall be determined using the following criteria:

- a) teachers who have 130 full days of teaching experience which have not previously been counted for increment purposes shall be granted one experience increment;
- b) thereafter, an additional increment will be granted for each year of service with a minimum of 130 full days of teaching experience acquired until the teacher reaches the maximum grid salary of the appropriate category of education;
- c) these increments will be effective on September 1st or February 1st immediately following the attainment of the necessary accumulation of days;
- d) a teacher shall be granted only one (1) experience increment during any one (1) school year. However, a teacher who earns an increment while on Professional Improvement Leave (clause 23), shall retain the right to earn a further increment in February following the return from leave;
- e) teachers with a part-time continuous contract will earn one (1) increment for every 130 days of service. The increment will be granted on the subsequent September 1<sup>st</sup> or February 1<sup>st</sup>, whichever occurs first. Residual days shall carry forward;
- f) the maximum number of days of teaching experience which may be counted for increment purposes during any school year shall be 130 days.

5.4.5 Teachers moving from a 12-month position back to a 10-month position shall be granted one (1) year of experience for each full year of service. Those teachers who work part-time on a 12-month contract shall have their experience prorated as follows:

$$\frac{\# \text{ FTE days worked}}{230} = \frac{X}{130}$$

X represents number of days of experience credited to the teacher.



**5.5 Teacher Education**

- 5.5.1 The Alberta Teachers' Association Teacher Qualifications Service (TQS) shall evaluate a teacher's education for grid salary purposes in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by Memorandum of Agreement among Alberta Education, Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.
- 5.5.2 The effective dates of adjustment to grid salaries for increased teacher education shall be the opening day of school in each school year and February 1 each year.
- 5.5.3 A teacher must advise the Board in writing if a further year of teacher education is acquired as verified by the TQS. Failure to do so or to provide proof of having applied to TQS by October 31 will result in the grid salary adjustment date to be the following February 1. Failure to advise the Board in writing by March 31 will result in the grid salary adjustment being delayed until the opening day of school in the next school year.

**6. Work during Holiday Periods**

- 6.1 With the exception of school administrators, a teacher covered by this collective agreement who agrees to render services during the summer, Christmas, spring recess periods or other natural breaks at the request of the Superintendent of Schools, shall be paid 1/400 of total annual salary for each half-day of work, or may choose an equal number of days in lieu of payment. Such days will be taken at a time suitable to the teacher, subject to approval of the Superintendent of Schools, having regard to all the circumstances and the interest of the district.
- 6.2 Days in lieu earned under the provisions of clause 6.1 must be taken by June 30 of the school year following the one (1) in which they were earned. Days in lieu not taken by this date shall be paid out by September 30 of the subsequent school year at a rate of 1/400 of the teacher's total annual salary for each one-half (½) day of work.
- 6.3 Clause 6.1 shall apply to school administrators, in circumstances deemed by the Superintendent to be beyond the proper operational parameters of their schools.
- 6.4 Teachers who, with the approval of the Superintendent of Schools, undertake and complete discrete projects will be paid the sum of money assigned to the project for teacher services.

**7. Substitute Teachers**

- 7.1 The rate of pay for Substitute Teachers shall be, inclusive of general holiday and vacation pay, as follows:

	Sept 1/14	Sept 1/15
Full Day	\$214	\$218
Half Day	\$129	\$132

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 5.1.

- 7.2 Notwithstanding clause 7.1, 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.
- 7.3 The Board may, on application by a Substitute Teacher, reimburse that teacher for medical expenses resulting from injury on the job.
- 7.4 If a Substitute Teacher is unable to work as a result of an injury incurred at the workplace, the Board shall pay the teacher the per diem rate specified in clause 7.1 for a maximum of 20 consecutive teaching days immediately following the injury, provided that the inability to work is verified by a physician chosen or approved by the Board. It is understood that any related medical expenses incurred by a substitute teacher in accessing the verification by a physician of The Board's choosing will be paid for by the Board.

**8. Allowances and Salaries for Designated Positions**

- a) A teacher is eligible to receive only one (1) allowance with the exception of work experience coordinator and/or registered apprenticeship coordinator or a teacher assigned to multiple locations. It is understood that in the application of this clause, no teacher shall be assigned the duties of, or be paid the accompanying allowances for more than two (2) designations.
- b) A teacher in receipt of an allowance under clauses 10, 9.4, and 9.3 shall, following three (3) consecutive years in the designation and upon acceptance of another position in the agreement, retain the same salary for a period of two (2) years, or until the salary of the new position exceeds the amount of the retained salary, whichever occurs first.
- c) The salary of a principal or assistant principal shall:
  - (i) upon termination of designation and acceptance of another position in the agreement, remain the same for a period of two (2) years, or until the salary of the new position exceeds the amount of the retained salary, whichever occurs first, and
  - (ii) not be reduced because of declining enrolments to an amount less than the salary to which the individual was entitled by the formula or schedule in the preceding school year.

**9. Allowances for Designated Positions**

In addition to the grid salary, there shall be paid the following annual allowances to designated personnel in the school system. All such allowances shall be pro-rated for teachers employed less than full-time with the Board.

**9.1 Principals**

The formula to be used in computing the principal's allowance for each school will be as follows:

	<b>September 1, 2014</b>
<b>MINIMUM</b>	\$24,570 + \$17.52 (P-300)
<b>MAXIMUM</b>	\$38,358

	<b>September 1, 2015</b>
<b>MINIMUM</b>	\$25,061 + \$17.87 (P-300)
<b>MAXIMUM</b>	\$39,125

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 5.1.

For the purpose of this clause, "P" shall be defined as the sum of the per pupil allocation, based on the September 30 enrolment count for the school, divided by the basic allocation for a full-time regular elementary student.

Upon request by the Executive Assistant of the Local, the Board shall provide the following for each school: a) the value of P and b) the September 30<sup>th</sup> student enrolment count.

Principals in non-school administrative assignments shall be paid an allowance calculated on the basis of a 500 full-time regular elementary student count. However, clause 8(c) applies.

**9.2 Assistant Principals**

Teachers who are designated as assistant principals shall be paid 50 per cent of the principal's allowance.

Teachers who are designated as assistant principals in non-school administrative assignments will be paid 50 per cent of an allowance calculated on the basis of a 500 full-time regular elementary student count. However, clause 8(c) applies.

**9.3 Curriculum Coordinators and Department Heads**

September 1, 2014	\$7,382
September 1, 2015	\$7,530

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 5.1.

**Assistant Curriculum Coordinator and Assistant Department Heads**

September 1, 2014	\$5,157
September 1, 2015	\$5,260

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 5.1.

**9.4 Teacher Consultants**

September 1, 2014	\$7,382
September 1, 2015	\$7,530

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 5.1.

9.5 A teacher not in receipt of an allowance listed in the preceding clauses shall receive 1/400 of the principal's allowance for each half day they are appointed as the principal designate.

**10. Salaries for Designated Positions (12-months)**

Teachers in the following positions shall work a 12-month year with six (6) weeks vacation and receive the following annual salaries.

10.1 Directors receive a salary equal to the maximum principal allowance provided for in clause 9.1 plus the maximum salary for six years provided for in the salary grid in clause 5.1.

September 1, 2014	\$137,536
September 1, 2015	\$140,287

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 5.1.

10.2 Supervisors receive a salary equal to 90 per cent of a Director's salary.

September 1, 2014	\$123,782
September 1, 2015	\$126,258

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 5.1.

10.3 Twelve Month Consultants receive a salary equal to 90 per cent of a Supervisor's salary.

September 1, 2014	\$111,404
September 1, 2015	\$113,632

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 5.1.

10.4 Program Coordinators receive a salary equal to a maximum assistant principal's allowance plus the maximum salary provided for on salary grid in clause 5.1.

September 1, 2014	\$118,357
September 1, 2015	\$120,725

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 5.1.

## **Other Allowances**

### **11.1 Teachers Assigned To Multiple Locations**

A teacher whose assignment requires travel between buildings separated by at least one (1.0) kilometre shall be paid an annual allowance as follows:

September 1, 2014	\$1,418
September 1, 2015	\$1,446

If a teacher is regularly scheduled to teach in more than two (2) buildings in a single day, there shall be an additional allowance as follows:

September 1, 2014	\$1,418
September 1, 2015	\$1,446

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 5.1.

### **11.2 Teachers at Night School and Summer School**

A teacher employed on an hourly basis to provide instruction in credit courses at the Board's night school and summer school shall be paid at a rate inclusive of general holiday and vacation pay of:

September 1, 2014	\$65.01
September 1, 2015	\$66.31

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 5.1

### **11.3 Work Experience and/or Registered Apprenticeship Program Coordinator**

September 1, 2014	\$3,103
September 1, 2015	\$3,165

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 5.1.

## **12. Group Insurance**

12.1 Participation in group insurance plans shall be a condition of employment of all new appointees.

12.2 Notwithstanding clause 12.1, the requirement to participate in either Alberta Health Care, Extended Health Care, Dental Care, or Vision Plan insurance, as a condition of employment, shall be waived for those teachers who already have such group insurance coverage as dependants of their spouses and who therefore elect not to participate. Further, teachers with no dependants other than spouses may elect to take single coverage in any of Alberta Health Care, Extended Health Care, Dental Care, or Vision Plan insurance plans if their spouses have single coverage in the same or comparable plans.

- 12.3 The Board's contribution to group insurance premiums for teachers employed by the Board shall be at the rate stipulated in the following table.

Alberta Health Care Insurance	100%
<b>Alberta School Employee Benefit Plan</b>	
Life and A.D. & D. (Plan 2A)	100%
Extended Disability (Plan D) The Board Contribution is	85%
Effective September 1, 2014 the Board contribution to the Extended Disability Premium (Plan D) will be changed to	100%
Dental Care (Plan 3C) and Vision (Plan 3) <ul style="list-style-type: none"> <li>• Effective September 1, 2007, the Board contribution to the Dental Plan and Vision Plan is a cash amount equal to the premiums in effect for the 2007-08 school year.</li> <li>• Effective September 1, 2008, the Board contribution to the Dental Plan and Vision Plan is a cash amount equal to the premiums in effect for the 2008-09 school year.</li> <li>• Effective September 1, 2009, the Board contribution to the Dental Plan and Vision Plan is a cash amount equal to the premiums in effect for the 2009-10 school year.</li> <li>• Effective September 1, 2010, the Board contribution to the Dental Plan and Vision Plan is a cash amount equal to the premiums in effect for the 2010-11 school year.</li> <li>• Effective September 1, 2011, the Board contribution to the Dental Plan and Vision Plan is a cash amount equal to the premiums in effect for the 2011-12 school year.</li> </ul>	
Extended Health Care (Plan I)	100%

- 12.3.1 Health Spending Account effective September 1, 2011, the Board will contribute annually an amount of \$750 for each 1.0 FTE teacher. This contribution shall be prorated for teachers employed less than full-time with the Board. The unused balance will be carried forward for a total accumulation of two years. Teachers leaving the employ of the Board will forfeit any remaining balance.
- 12.4 A teacher employed under a contract which terminates on the date in June that school closes shall have all benefits or pay in lieu of benefits received through this collective agreement extended until the end of the school year as defined.
- 12.5 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 Board 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 Board shall not be liable for payment of costs beyond the period of one (1) year from the date of the accident that caused the injury.
- 12.6 Notwithstanding the above, for teachers who are in receipt of an Alberta Teachers' Retirement Fund pension who are employed under a contract and are not eligible to enrol in Alberta School Employee Benefit Plan (ASEBP), the Board shall pay to each teacher the equivalent amount they would have contributed had the teacher participated in all plans. The Board shall pay single or family coverage based upon the teacher's Alberta Health Care enrolment.

**13. Teacher Assignment**

13.1 Teachers have the right to assist in determining the grouping of students for instructional purposes and in determining instructional duties and other duties in accordance with Board policies and the terms of this agreement. It is the responsibility of each teacher to provide such instruction and perform such duties as assigned by the principal.

13.2 A teacher will not be assigned duties in excess of 1,800 minutes per week, of which a maximum of 1,430 minutes will be devoted to the instruction of pupils. A teacher may agree to be timetabled for instructional duties which may vary in the number of minutes assigned per week. A teacher shall not be assigned instructional duties which would exceed an average of 1,430 minutes per week for any given school year.

13.2.1 Assignable time will provide for instruction, supervision of students and professional activities such as in-service sessions, staff meetings, committee work and parent/teacher conferences.

Parent/teacher conferences, unless otherwise agreed to by the teacher, will be scheduled on operational days, excluding Fridays, in a way that will:

- a) recognize the teacher's total workload, including assigned duties and other professional responsibilities,
- b) accommodate the reasonable requests of parents, and
- c) provide a reasonable work day for teachers

The parties agree that, effective September 1, 2016, the language of clause 13.2 will revert to the language of the September 1, 2001 collective agreement.

The language reverted to is set out below:

13.2.2 A teacher will not be assigned duties in excess of 1,800 minutes per week. Assignable time will provide for instruction, supervision of students and professional activities such as in-service sessions, staff meetings, committee work and parent/teacher conferences.

Parent/teacher conferences, unless otherwise agreed to by the teacher, will be scheduled on operational days, excluding Fridays, in a way that will:

- a) recognize the teacher's total workload, including assigned duties and other professional responsibilities,
- b) accommodate the reasonable requests of parents, and
- c) provide a reasonable work day for teachers.

The implementation of the freeze on the sunseting of the "hours of work/minutes of instruction" which is referenced in the November 15, 2007 Memorandum between the Province of Alberta and the Alberta Teachers' Association will operate on a without prejudice basis and will not be considered to be a precedent to adversely affect the rights of either the Edmonton Public School District or the Alberta Teachers' Association for any purpose.

13.3 The instruction of a single junior high school class in a given course by two (2) or more teachers will occur only with the concurrence of the teachers involved.

13.4 A teacher who believes that the instructional groupings or assigned duties are unreasonable may request a review by the Superintendent of Schools. In such a case, the Superintendent of Schools shall promptly cause an investigation to be made and, on the basis of such investigation, shall promptly determine whether or not the assignment is reasonable. The reasons for the determination shall be promptly provided in writing to the teacher.

13.5 A teacher who is transferred from one school to another at the initiative of the Board shall be given reasons in writing.

**14. Time for Administration and Supervision**

14.1 Principals, assistant principals and other administrative personnel in each school shall be allowed such time for administration and supervision as the Superintendent of Schools may determine but not less than the following schedules:

14.2 Elementary Schools

<u>No. of Classrooms as of September 30</u>	<u>No. of Days per Week</u>
3 - 5	1/2 day
6 - 7	1 day
8 - 9	1 1/2 days
10 - 13	2 days
14 - 16	3 days
17 - 19	4 days
20 - 30	5 1/2 days
31 and over	6 days

14.3 Elementary/Junior High Schools

<u>No. of Classrooms as of September 30</u>	<u>No. of Days per Week</u>
4 - 5	1 day
6 - 7	1 1/2 days
8 - 9	2 days
10 - 13	2 1/2 days
14 - 16	3 1/2 days
17 - 19	4 1/2 days
20 - 25	5 1/2 days
26 - 32	6 days
33 and over	6 1/2 days



14.4 Senior High Schools

The principals shall be granted full time for supervision and administration but may elect to teach for a portion of their administrative time. In addition, there shall be granted to each school, supervision and administration time for assistant principals in accordance with the following table:

<u>Size of School as of September 30</u>	<u>No. of Periods Based on an Eight Period Day</u>
Over 1500 registrations	50
1300 - 1499 registrations	45
1100 - 1299 registrations	40
900 - 1099 registrations	35
700 - 899 registrations	30

14.5 Provided, always, that the apportionment of the aggregate administrative and supervisory time allotted may be varied at the discretion of the principal with the concurrence of the assistant(s) and the approval of the Superintendent of Schools.

14.6 For the purpose of determining number of classrooms in a school, Career and Technology Studies (CTS) labs shall be counted as classrooms.

15. **Administrative Absences**

15.1 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, supervisor or teacher shall assume the responsibility and be paid the allowance of the administrative position the teacher temporarily occupies, commencing with the sixth day. When an assistant principal assumes the responsibility of the principal in the same school in accordance with the above procedure, another teacher shall immediately assume the responsibilities and be paid the allowance of the assistant principal.

15.2 In a school where there is no assistant principal, a teacher shall be named to carry out administrative duties during any absence of the principal.

The principal may, for the school year, designate up to two (2) teachers who are not in receipt of any other allowances to serve for the school year as surrogate principal during the principal's absence.

There shall be a surrogate principal's annual allowance of \$1,474 effective September 1, 2014. There shall be a surrogate principal's allowance of \$1,503 effective September 1, 2015.

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 5.1.

15.3 Payments under this clause will be made annually by the last banking day of June.

16. **Staffing**

16.1 Both parties to the collective agreement recognize the Board's responsibility to determine the staffing pattern for the system.

16.2 It is also agreed that, to provide an effective educational program, a degree of flexibility to the assignment of the basic classroom staff is required. The amount of flexibility will reflect the financial resources available and the needs of individual schools.

16.3 In the event that a reduction in teaching staff is necessary as a result of declining enrolment, the Board favours the principle of natural attrition to effect this reduction.

## 17. Personnel Files

17.1 Teachers shall, upon request, be given access to the contents of their personnel file.

17.2 The Board shall provide to the Association a list of teachers covered by this agreement identifying name, location, FTE, position and teaching certificate number, address and telephone numbers (except a declared silent number). This shall be provided in electronic format on October 31 and February 28 of each year.

## 18. Leaves of Absence

### 18.1 General Leaves of Absence

18.1.1 Reasonable requests for leave and for extensions to a leave will be granted by the Superintendent of Schools, having regard to all of the circumstances and the interests of the school and district. Such leaves and extensions may be for any purpose, including those purposes dealt with elsewhere in this agreement.

18.1.2 Leave granted under clause 18.1.1 will be:

- (a) with salary and benefits, or
- (b) with salary and benefits less the rate of pay of a substitute teacher whether or not a substitute teacher is required, or
- (c) without salary but with benefits, or
- (d) without salary or benefits

18.1.3 Upon return to regular duty, the teacher may be required by the Superintendent of Schools to furnish evidence of compliance with the terms of the agreement under which the leave was granted. Failure to provide this information shall entitle the Board to be reimbursed for the salary or allowance paid.

18.1.4 a) A teacher granted a leave of absence for a school year under clause 18.1.1 will, by March 15 of that year, notify the Superintendent of Schools of the teacher's intentions for the following school year.

b) A teacher who does not respond by that date will be sent a letter by registered mail to an address agreed upon by the teacher and the Board at the commencement of the leave indicating that the teacher must, within 60 days of the date the letter is mailed, advise the Superintendent of Schools whether or not the teacher will be returning to duty at the beginning of the following school year. Copies of the registered letters will be sent forthwith to the Executive Assistant of the Local.

c) If a teacher does not respond within the 60 day limit, that teacher's contract of employment will be deemed to be terminated by mutual consent.

**18.2 Sick Leave**

- 18.2.1 Sick leave with salary and benefits will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of medical disability.
- 18.2.2 A teacher on interim or probationary contract shall be provided 20 working days of sick leave entitlement.
- A teacher employed on a temporary contract shall have such sick leave entitlement equivalent to the number of days taught in the school year divided by nine (9).
- 18.2.3 A teacher on continuing contract shall be provided 90 calendar days of sick leave entitlement.
- 18.2.4 After 90 calendar days of continuous absence due to medical disability, no further salary or benefits will be paid except for the following circumstances:
- a) a teacher in receipt of payment under extended disability insurance shall be entitled to the Board portion of insurance premiums;
  - b) a teacher who no longer qualifies for extended disability insurance and is unable to resume his or her duties due to medical disability shall be entitled to the Board portion of insurance premiums for a period of 90 calendar days following the termination of extended disability insurance payments.
- 18.2.5 A teacher who has been absent for the above reasons and returns to regular duties shall have the 90 calendar day sick leave entitlement reinstated. However, in instances where the teacher has been continuously absent for a period of 60 or more calendar days, reinstatement of the sick leave entitlement shall be made contingent on the teacher providing a medical certificate, signed by a medical practitioner, approved or selected by the Board, prior to the date of return, verifying that the teacher is able to return to work on a continuing basis.
- 18.2.6 In order to qualify for payment of sick leave:
- a) when the sick leave is for a period of three (3) days or less, a teacher shall provide, on a form to be supplied by the Board, a declaration as to the reason for the absence under clause 18.2, or
  - b) when the sick leave is for a period in excess of three (3) consecutive teaching days, a teacher shall provide, upon the request of the Superintendent of Schools, a certificate signed by a medical practitioner indicating that the absence was necessitated by medical disability.
- 18.2.7 The Board shall be entitled to require of a teacher but at no cost to the teacher, a medical examination by a medical practitioner or dentist selected by the Board. Such an examination, where practical, will occur on an operational day. The Board shall ensure that the medical practitioner or dentist is requested to provide a copy of any resultant report to the teacher.
- 18.2.8 The teachers covered by this collective agreement waive any claims to rebates under the provisions of the Employment Insurance Act.
- 18.2.9 Teachers unable to carry on their duties on account of illness or any other cause shall give at least one (1) hour notice to Personnel Services before school assembles so that substitute teachers may be obtained. Before returning to duty, the absentee teacher shall also notify Personnel Services of such intended return. If returning for the morning session, the notification must be given at least

one (1) hour before school opening, and for the afternoon session, two (2) hours before classes assemble. If a teacher fails to observe this requirement, the Superintendent of Schools may, after investigating the circumstances, charge the teacher one-half (½) day's rate of pay of a substitute teacher (as per clause 7.1) if one was provided.

### **18.3 Family Illness and Bereavement Leave**

18.3.1 Leave necessitated by the critical illness or the death of a spouse, child, parent, brother, brother-in-law, sister, sister-in-law, parent of spouse, son-in-law, daughter-in-law, grandparents, grandchildren, or a member of the teacher's household, shall be granted by the Superintendent of Schools with salary and benefits:

- a) up to and including five (5) operational days for critical illness;
- b) up to and including five (5) operational days for death; or
- c) up to and including 10 operational days for combined critical illness and death.

18.3.2 Leave granted under clause 18.3.1(a) will terminate in the event of death of the person identified in clause 18.3.1 and the teacher will then be eligible for leave under clause 18.3.1(b). Leaves referred to in clauses 18.3.1(a) and (b) shall be taken within a two (2) week period of the actual occurrence of the critical illness or death. Leave under 18.3.1(c) shall be taken within one (1) year of the actual occurrence of the critical illness and death.

18.3.3 Before payment is made for leave under clause 18.3.1(a), the Superintendent of Schools may require a medical certificate stating that critical illness was the reason for the absence.

18.3.4 Leave up to one (1) day necessitated by the death of an individual other than those referred to in clause 18.3.1 shall be granted with salary and benefits.

18.3.5 Leave with pay and benefits up to three (3) days per school year necessitated to attend to the medical needs of a spouse, parent, spouse's parent, child or a member of the teacher's household shall be granted by the Superintendent of Schools.

### **18.4 Private Business Leave**

18.4.1 Leaves of absence for private business may be granted by the Superintendent of Schools, having due regard to all the circumstances and the interests of a school and/or the school system, for up to two days per school year.

18.4.2 Leave granted shall be with salary and benefits less the rate of pay of a substitute teacher as provided for in clause 7.1.

18.4.3 Subject to operational requirements, requests for leave which would extend the Christmas, spring recess, summer vacation period and other breaks of four (4) or more week days may be granted under this clause.

18.4.4 A teacher shall be permitted to accumulate and use any unused days up to a maximum of three (3) days.

**19. Other Leaves of Absence**

- 19.1 The Board recognizes that teachers have a professional responsibility to provide service to the Association and therefore, upon application to the Superintendent of Schools, a leave of absence for Alberta Teachers' Association (A.T.A.) business shall be granted without loss of salary or benefits provided that an amount equal to the daily rate of pay of a substitute teacher as per clause 7.1 shall be paid to the Board for each day of such leave.
- 19.2 A teacher who is elected to the A.T.A. Local Teachers' Negotiating Sub-Committee shall be granted leave with salary and benefits, less the cost of a substitute teacher, for the purpose of meeting with the Board representatives to negotiate a collective agreement. The rate of pay of the substitute teacher shall be paid by the Local.
- 19.3 A teacher elected to represent the Local at the annual meeting of the Association shall be granted leave of absence with salary and benefits for the purpose of attending such a meeting. The rate of pay of a substitute teacher, whether required or not, will be paid by the Association.
- 19.4 Teachers who are elected or who are appointed by the Executive to serve on committees of Local 37 A.T.A. may be granted leave of absence with salary and benefits at the request of the Local. If such leave is granted, the Local will pay the rate of pay of a substitute teacher, as provided for in clause 7.1, whether or not a substitute teacher is required.
- 19.5 At the request of the Local, a teacher who is elected to the office of President of Local 37 A.T.A. shall be granted leave of absence on a scheduled basis, up to a maximum of full-time, for the school year(s) during which the office is held. During such scheduled paid leave of absence, the President shall receive all the entitlements accorded to a continuing full-time teacher and the Local shall pay a pro-rated portion of Board cost which reflects the amount of release time provided
- 19.6 In the event a teacher resigns designation to accept an elected position in the Association, the teacher shall, at the beginning of the school year following service in that capacity, be redesignated to a position no less favourable than the one that the teacher left. This provision shall apply for a maximum two (2) year period but may be extended at Board discretion.
- 19.7 Leave of absence without loss of salary and benefits shall be granted
- a) for jury duty or any summons related thereto; or
  - b) to answer a subpoena or summons to attend any court proceeding as a witness in a cause other than the teacher's own. The teacher shall reimburse the Board an equivalent amount of any witness fee or jury stipend set by the court.
- 19.8 A teacher who is granted leave in accordance with a deferred salary leave plan approved by the Board, shall, upon return to duties, be entitled to return to the school to which the teacher was assigned when the leave commenced, on the same basis as continuing members of that staff.

Notwithstanding the above, a teacher, in receipt of an allowance under clauses 8, 9 and 10 for designations which continue from year to year, who is granted a leave in accordance with a deferred salary leave plan approved by the Board, shall be granted such leave from designation but not from location.

## **20. Maternity Leaves and Entitlements**

### **20.1 Maternity Leave**

- 20.1.1 Teachers with temporary, probationary or interim contracts may access personal leave for maternity reasons under clause 18.1.2(d) for up to one (1) year from the date of delivery or until the completion of their contract, whichever occurs first. This leave may begin prior to, but not later than, the expiration of the teacher's sick leave entitlements as per 20.2.1.
- 20.1.2 Maternity leave in accordance with clauses 20.1.3 to 20.1.8 shall be granted to a teacher who is currently on contract and who has provided one (1) year of consecutive service under an interim, temporary, probationary and/or continuing contract in the year preceding the starting date of the leave. "Natural Breaks" as defined in Clause 1(d) and periods of time up to a total of six (6) weeks when the teacher is not under contract, shall not be considered an interruption of consecutive service in the application of clause 20.1.2.
- 20.1.3 Maternity leave shall be for a minimum of 15 weeks. Maternity leave combined with parental leave shall be for a maximum of 52 weeks. The first 20 weeks of the combined leave shall be with benefits but without salary. After the 20 week period, the leave shall be without salary or Board contributions to benefits.
- 20.1.4 The teacher shall notify the Board in writing of the commencement date of maternity leave at least six (6) weeks prior to the beginning of the leave. Where possible, the teacher should notify the Board three (3) months prior to the commencement date. The teacher shall provide the Board with a statement from a physician indicating the anticipated date of delivery.
- 20.1.5 Maternity leave shall commence at the discretion of the teacher at any time prior to and including the delivery date.
- 20.1.6 The teacher may terminate the maternity leave with a four (4) week, prior written notice at any time during the maternity leave period.
- 20.1.7 Upon completion of maternity leave, the teacher shall be assigned to the same school to which she was assigned at the commencement of the leave on the same basis as continuing members of that staff.
- 20.1.8 A teacher who is eligible for maternity leave under 20.1.2 is entitled to access parental leave immediately following the maternity leave as per clause 21.

### **20.2 Maternity Entitlements**

"Maternity Supplement" means an amount paid by the Board to a teacher on a continuing contract who is not working for reasons of pregnancy or maternity. During the two (2) week Employment Insurance waiting period, the maternity supplement will equal 100 per cent of the teacher's regular salary. For subsequent weeks, the supplement is equal to the difference between the teacher's regular earnings and the Employment Insurance benefits to which the teacher is entitled.

- 20.2.1 Teachers with temporary, probationary or interim contracts, during the period of medical disability surrounding the delivery date, shall be entitled to access any sick leave entitlements earned. Once their sick leave entitlement is exhausted, no further sick leave or salary shall be paid.

- 20.2.2 Teachers with continuing contracts, who are medically disabled due to pregnancy, shall be entitled to access sick leave benefits as per clause 18.2 until the birth of the child.
- (a) the Board shall pay the maternity supplement to the birth mother in the following circumstances:
- (i) for a period of six (6) weeks commencing with the birth of the child, without medical documentation;
  - (ii) for a period beyond six (6) weeks, if the teacher provides supporting medical documentation to the board. This extension is subject to the restrictions of clause 18.2.
  - (iii) in lieu of sick leave benefits:
    - when a teacher takes an unpaid, voluntary leave prior to being medically unable to work, and
    - is in receipt of Employment Insurance benefits, and
    - chooses to continue her Employment Insurance benefits during the period of medical disability prior to the birth.
- If applicable, the supplement shall be continued beyond six (6) weeks after the date of birth as per clause 20.2.2(a) (ii).
- (b) The maternity supplement will not be paid for any days that teachers are not scheduled to work e.g. Christmas break, spring break and the summer.
- 20.2.3 No further sick leave or maternity supplement shall be paid following the 90-day elimination period for extended disability benefits.

## **21. Parental/Adoption Leave**

- 21.1 Leave in accordance with clauses 21.2 to 21.6 shall be granted to a teacher who is currently on contract and who has provided one (1) year of consecutive service under an interim, temporary, probationary and/or continuing contract in the year preceding the starting date of the leave. "Natural Breaks" as defined in Clause 1(d) and periods of time up to a total of six (6) weeks when the teacher is not under contract, shall not be considered an interruption of consecutive service in the application of clause 21.1.
- 21.2 Parental leave shall be available as follows:
- (a) for a maximum of 37 weeks without salary or benefits,
  - (b) for teachers who have not accessed maternity leave, parental leave shall commence at the discretion of the teacher at any time within 52 weeks from the date of birth provided that the teacher supplies the Board with documentation of the birth,
  - (c) teachers who have accessed maternity leave, shall be entitled to commence parental leave immediately following maternity leave.
- 21.3 Parental leave for the purpose of adoption shall be available as follows:
- (a) for a maximum of 37 weeks without salary,
  - (b) with benefits for the first 20 weeks for one (1) parent only,
  - (c) commence at the discretion of the teacher at any time within 52 weeks from the date of birth or the date the child is placed provided that the teacher supplies the Board with proof of the impending adoption.
- 21.4 The teacher:
- (a) shall, except in extenuating circumstances, provide six (6) weeks written notice to commence the leave

- (b) may terminate the leave with four (4) weeks written notice at any time during the 37 week leave period.
- 21.5 Following parental leave, the teacher shall, upon request, be granted leave in accordance with clause 18.1.1 and 18.1.2 (d) to:
- (a) a natural break in the school year,
  - (b) the end of the school year in which the leave commenced,
  - (c) a natural break in the next school year,
  - (d) the end of that school year, or
  - (e) any other time approved by the Board.
- 21.6 Upon completion of the leave granted under clause 21.2 and 21.3, the teacher shall be assigned to the school to which the teacher was assigned at the commencement of the leave, on the same basis as continuing members of that staff.
- 21.7 If both parents are employed by the Board, the Board may grant parental leave to both parents simultaneously.

## **22. Leave For Arrival of a Child**

- 22.1 A teacher shall be granted a maximum of three (3) operational days of leave with salary and benefits on the occasion of the birth of his/her child.

These days must be taken within two (2) weeks of:

- (a) the date of birth; or
- (b) the day the child is released from the hospital; or
- (c) the day the mother is released from the hospital.

The teacher may choose to take the days consecutively or separately.

- 22.2 A teacher shall be granted a maximum of three (3) operational days of leave with salary and benefits on the occasion of the arrival of an adopted child.

These days must be taken within two (2) weeks of:

- (a) the date of placement; or
- (b) the day the child is released from the hospital.

The teacher may choose to take the days consecutively or separately.

## **23. Professional Improvement**

- 23.1 Teachers may apply and be considered for support under both clauses 23.2 and 23.6.
- 23.2 Leave for professional improvement may be granted for a school year or portion thereof, upon application, to a teacher:
- a) with three (3) or more years of service with this Board, with one (1) experience increment but without salary or benefits,
  - b) with four (4) or more years of service with this Board, with one (1) experience increment, benefits and an annual allowance, calculated at the time the leave commences, that is equal to the first step on the grid for category of teacher education,



- c) with five (5) or more years of service with this Board, with one (1) experience increment, benefits and an annual allowance, calculated at the time the leave commences, which is the greater of two-thirds (2/3) of total salary or the minimum total salary for category of teacher education.

The distribution of such leaves will not exceed one-half (½) of one (1) per cent of the teaching staff in respect to any one of the categories.

- 23.3 The annual allowance or pro-rated portion thereof will be paid in equal monthly instalments over the period of the leave commencing on the last day of the first full calendar month of the leave, or at the teacher's request, another mutually agreed upon arrangement between the teacher and the Board.
- 23.4 Not more than one (1) experience increment can be credited while on leave or extended leave.
- 23.5 Teachers granted leave under clauses 23.2(b) or 23.2(c) shall:
  - a) if the teachers are not in receipt of an allowance under clauses 8, 9 and 10 of this agreement, be considered during the period of leave as continuing members of the schools to which they were assigned when the leave was granted, or
  - b) if the teachers are in receipt of an allowance under clauses 8, 9 and 10 for designations which continue from year to year, be granted such leaves from designation but not location.
- 23.6 Tuition support for professional improvement may be granted, upon application, to a teacher on continuing contract and with two (2) or more years of service with this Board.
- 23.7 The Board will grant leaves, after reviewing the foregoing applications for leave and tuition support, to a maximum of three-quarters (¾) of one (1) per cent of the annual grid and allowance cost, calculated as of the preceding November 30. The Board will determine both the number and the persons to be granted leave and tuition support after considering the seniority of each applicant and the interests of the school system. No more than 50 per cent of the annual amount approved by the Board shall be used for tuition support.
- 23.8 The selection criteria and procedures established by the Board, in consultation with the Local, will be published and distributed to teachers two months prior to the deadline for receipt of applications for leaves for professional improvement and tuition support. Subsequent selection shall be made in accordance with such criteria. From time to time the Board may, in consultation with the Local, adjust the two-month requirement for publication and distribution.
- 23.9 In addition to professional improvement leave and tuition support provided under foregoing clauses, schools and decision units may finance the costs of short-term professional improvement activities for individual teachers. These costs may include travel and living allowances and the cost of Substitute Teachers so that individual teachers can participate in conferences, seminars and visits to other educational jurisdictions without loss of salary.
- 23.10 Each school may be granted a maximum of two (2) Professional Development days per school year for such activities as local professional development, in-service program planning, and budgeting.

**24. Liaison Committee**

The Liaison Committee is intended to serve as a means of communication and collaboration outside the context of collective bargaining. The committee shall consist of:

- 1) Board representatives as determined by the Superintendent of Schools, and
- 2) the Table Officers of A.T.A. Local 37 and other Association representatives as determined by the Local.

This committee shall meet monthly unless there is mutual agreement to hold an additional meeting or to cancel a meeting. The Superintendent of Schools and President of the Local may, through mutual agreement, establish subcommittees to undertake activities such as research, producing reports, and providing feedback. A report of activities and discussion may be compiled annually and provided to the President of the Local and the Superintendent of Schools.

**25. Grievance Procedure**

- 25.1 Reference to days in this clause shall be exclusive of Saturdays, Sundays, Summer Break and other school holidays.
- 25.2 Any difference between any teacher covered by this agreement and the Board, or a dispute between the Association and the Board concerning the interpretation, operation or alleged violation of this agreement shall be dealt with as follows:

**STEP ONE**

Such difference, hereinafter called a "grievance", shall be submitted in writing within 30 days of the discovery of the difference to the Superintendent of Schools and to the Executive Assistant of the Local and the Coordinator of Teacher Welfare of the Association. Such grievance shall set out the nature of the grievance, the clauses of this agreement which allegedly have been violated and the remedy being sought.

**STEP TWO**

The Superintendent of Schools will review the grievance and within 15 days shall render a decision in writing to the grievor and the office of the Executive Assistant of the Local and the Coordinator of Teacher Welfare of The Association.

**STEP THREE**

In the event that the decision of the Superintendent of Schools fails to satisfy the grievance, the Association shall within 20 days thereafter give written notice to the Board Secretary requesting the establishment of an Arbitration Board.

Each party shall appoint one (1) member as its representative on the Arbitration Board within seven (7) days of such notice and the two (2) members so appointed shall endeavour to select an independent Chairperson.

If the two (2) members fail to select a Chairperson within five (5) days after the date on which the last of the two (2) members is appointed, they shall request the Director of Mediation Services to select a Chairperson.

The Arbitration Board shall determine its own procedures but shall give full opportunity to all parties to present evidence and to be heard.

The Arbitration Board shall not change, modify, or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this agreement or that involves the determination of subject matter not covered by, or arising during the term of this agreement.

The Arbitration Board shall give its decision within a reasonable time after the appointment of the Chairperson. A decision of a majority of the members of the Arbitration Board shall govern but, if there is no majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board. In either situation, the decision is binding on both parties.

Each party to Arbitration shall bear the expense of its respective nominee and the two (2) parties shall bear equally the expenses of the Chairperson.

#### **Optional Grievance Mediation**

- (a) After receipt of the decision of the Superintendent of Schools, under Step Two, within 10 working days either party may request that a Mediator be appointed to meet with the parties, investigate and define the issues in dispute and facilitate a resolution.
- (b) The Mediator shall be appointed by mutual agreement between the parties.
- (c) The purpose of the Mediator's involvement in the grievance process is to assist the parties in reaching a resolution of the dispute, and anything said, proposed, generated or prepared for the purpose of trying to achieve a settlement is to be considered privileged. During the proceedings, the parties shall disclose all materials and information relevant to the issue(s) in dispute.
- (d) The expenses of the Mediator shall be equally borne by both parties.
- (e) The grievance may be resolved by mutual agreement between the parties.

Within 10 working days of first meeting the parties, having considered the issue(s) in dispute and the terms of the collective agreement, the Mediator shall issue a report including non-binding recommendations.

- 25.3 By mutual agreement between the Board and the Association, any of the dates contained in this clause may be extended but, in the absence of mutual agreement, failure by the grieving party to comply with any of the time restrictions will mean that the grievance is lost.

**THE ALBERTA TEACHERS' ASSOCIATION**

**BOARD OF TRUSTEES  
EDMONTON SCHOOL DISTRICT #7**

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Agreement dated this 4<sup>th</sup> day of December, 2014 pursuant to School Act and Labour Relations Code.

**LETTER OF INTENT: “Extra Curricular Activities”**

With respect to clause 13 of the collective agreement:

The Board recognizes and values the many volunteer hours that teachers commit to school-related activities beyond their instructional assignments. The parties recognize that teachers make this commitment voluntarily in a spirit of professionalism, and with the desire to contribute to students, families and the life of the school community.

With respect to the 370 minutes per week of assignable time provided for in clause 13.2, this will be assigned in a reasonable manner for the kinds of activities specified. Teachers will not be assigned duties on week-ends, holidays or unusual hours.

**LETTER OF INTENT: “Framework for Involvement In Site-Based Decision Making”**

The parties hereby agree that the joint committee (*maximum of 10 members*) consisting of an equal number of representatives from the Board and the Local, shall continue. The committee working on the Framework for Involvement in Site-Based Decision Making (May 2000) shall expand its focus to investigate and report on developing a culture that engages, values and respects staff, fosters their well being and enables them to be involved in decision making processes resulting in staff satisfaction. This committee will explore strategies and best practices that can be used by schools to achieve these ends. The committee shall issue a written report to the Superintendent of Schools and the President of the ATA Local prior to April 30, 2013. This letter of intent will expire on June 30, 2013.

**LETTER OF INTENT: “Sick Leave”**

The parties agree to form a committee to analyze the utilization and implementation of sick leave. The committee shall include representatives from the School Board, The Alberta Teachers' Association, and ATA Local 37. Additionally, the committee shall request representation from the Alberta School Employee Benefit Plan. The intent of the committee will be to report on ways to promote health in the workplace, review strategies to manage recurring illnesses, and identify opportunities to reduce the exposure of the district to benefit premium surcharges while still maintaining benefit entitlements of teachers. Such committee shall meet at least four times a year.

**LETTER OF INTENT: “Early Intervention Pilot Program”**

The parties hereby agree to participate in the Alberta School Employee Benefit Plan's Early Intervention Pilot Program (EIPP). The purpose of the program is to facilitate the teacher's early return to work from illness or injury on a part-time basis. Participation in the EIPP is strictly voluntary on the part of individual teachers.

If a teacher agrees in writing to participate in the EIPP, sick leave days in clauses 18.2.2, 18.2.3 and 18.2.4 shall be interpreted using a modified formula. Days where the teacher is at work for a full day do not count as a sick day. Days where the teacher is at work for a portion of the day will count as a partial day of sick leave so that the portion of the day worked and the portion of the day reported as sick leave together equal one full day. Days where the teacher does not work, including days not scheduled for work, count as full sick days.

**LETTER OF UNDERSTANDING: “Pilot Project on Revised School Calendar”**

This Letter of Understanding is made pursuant to Section 5 (Professional Development) and Section 8 (Pilot Projects) of the Provincial Teachers' Framework Agreement of March 13, 2013.

The parties agree that ongoing professional development and collaboration for teachers is critical to achieving the vision of *Inspiring Education*, district priorities and plans, school improvement plans and a teacher's individual professional growth plan. The parties also agree that the focus of this pilot project is on teaching quality, improvement of student outcomes and support for a reasonable workload.

The parties agree that Edmonton Public Schools will establish a district school calendar in 2014-15 and 2015-16 that meets the following criteria:

- a) A teacher will not be assigned duties in excess of 1,800 minutes per week. Assignable time will provide for instruction, supervision of students and professional activities such as in-service sessions, staff meetings, committee work and parent/teacher conferences.
- b) A teachers' full-time equivalent (FTE) assigned teaching time for instruction shall equate to approximately 890 hours per school year, depending on the number of instructional days scheduled but no more than 896.2 hours.
- c) Classes will begin on the Tuesday following Labour Day and end prior to Canada Day.
- d) The District calendar shall include:
  - i. Three school/catchment professional development days
  - ii. Two district/catchment professional development days
  - iii. Two days for Teachers' Convention
  - iv. Two days-in-lieu for parent/teacher interviews
  - v. One operational day for opening and one operational day for closing. These days will not be used as Professional Development Days.
- e) The calendar shall be balanced between the two semesters to accommodate instructional time at the secondary level.
- f) A teacher may agree to be timetabled for instructional duties which may vary in the number of hours assigned per semester.
- g) Schools may develop and forward an alternative school calendar which does not comply with section c) to the Superintendent of Schools for approval.

To implement elements of *Inspiring Education*, teachers must engage in ongoing professional development that considers District, school and personal professional goals. The Board shall ensure that time is dedicated from within the currently allotted professional development days or those times during the school year such as early dismissal days when students are not in attendance, to enable classroom teachers to collaborate with their colleagues in a professional learning community setting to benefit student learning and mitigate teacher workload and to address the goals of their Personal Professional Growth Plan.

As per the 2012-2016 Provincial Framework Agreement, teachers who believe that insufficient time has been dedicated to professional development may appeal to the principal, and if necessary the Superintendent or his designate. If they are not satisfied by the decision of the Superintendent or his designate, the Association may refer the matter to the Exceptions Committee. The Exceptions Committee will provide recommendations to all parties.

The parties shall establish a joint committee within 30 days of ratification of the collective agreement to review the proposed calendars for 2014-15 and 2015-16 to ensure the above criteria are met. The committee will be comprised of three teachers appointed by the Economic Policy Committee and three members appointed by the Board. The committee will also establish a process for evaluation, which includes the requirement for the committee to provide a written evaluation report to the Superintendent of Schools and the President of Edmonton Public Teachers Local 37 of the ATA by March 31, 2016. Costs of the committee will be borne by the Board.

The parties agree to suspend the requirements of Clause 13.2 (Teacher Assignment) and 23.10 (Professional Development Days) during the pilot project.

In the event that either party serves notice that they intend to terminate the pilot project on August 31, 2016, Clause 13.2 and 13.2.1 will take effect on September 1, 2016.

**LETTER OF UNDERSTANDING: "Pilot Project on Staff Development Fund"**

This Letter of Understanding is made pursuant to Section 5 (Professional Development) and Section 8 (Pilot Projects) of the Provincial Teachers' Framework Agreement of March 13, 2013.

The parties agree that ongoing professional development for teachers is critical to achieving the vision of *Inspiring Education*, district priorities and plans, school improvement plans and teacher's individual professional growth plans.

Edmonton Public Schools commits to establishing a Staff Development Fund to enable teachers or groups of teachers to access funds to support costs incurred in professional development activities or resources related to their individual professional growth plan, including but not limited to: courses, workshops or conferences, online courses and books, interschool visitation, collaboration or practical research, related substitute teacher coverage or any other professional development activities which the teacher believes meet a professional growth need.

Edmonton Public Schools will provide an amount of \$500,000 annually in 2014-15 and 2015-16 to establish the available funds. The annual amount will be provided in two equal instalments to Edmonton Public Teachers Local 37 of the ATA. The first amount will be provided during the first business week of September and the second amount during the first business week in January.

The parties shall establish a joint committee within 30 days of ratification of the collective agreement to establish guidelines for the fund to ensure there is a clear focus on teaching quality and improvement of student outcomes. The committee will be comprised of three teachers appointed by the Economic Policy Committee and three members appointed by the Board. The committee will also establish a process for evaluation, which includes the requirement for the committee to provide a written evaluation report to the Superintendent of Schools and the President of Edmonton Public Teachers Local 37 of the ATA by March 31, 2016. Costs of the committee will be borne by the Board.

Edmonton Public Teachers Local 37 of the ATA shall administer and control the distribution of the Staff Development Fund. Edmonton Public Teachers Local 37 Treasurer shall provide an annual report to the Superintendent of Schools or delegated authority indicating disbursement of the funds and staff development priorities. Any teacher or group of teachers may make application to the Edmonton Public Teachers Local 37.

In the event that either party serves notice that they intend to terminate the pilot project on August 31, 2016, any unallocated funds in the Staff Development Fund will be returned to Edmonton Public Schools prior to December 31, 2016.