

COLLECTIVE AGREEMENT

[Incorporating language agreed to during Central Table Teacher Collective Bargaining between the Teachers' Employer Bargaining Association (TEBA) and the Alberta Teachers' Association (Association)]

BETWEEN

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

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2016 to AUGUST 31, 2018

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This collective agreement is made this 27 day of September 2017 between Board of Trustees Edmonton School District No. 7 (Board) 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 School Act, the Alberta Human Rights Act, the Public Education Collective Bargaining Act (PECBA), the Employment Standards Code, and the Labour Relations Code.

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.

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 3.2, 3.6.2, 4, and 5 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.

1. APPLICATION/SCOPE

- 1.1 *This collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the Board excepting those positions agreed to be excluded in local bargaining between the Board and the Association.*

- 1.2 Excluded Positions
 - 1.2.1 Superintendent of Schools
 - 1.2.2 Assistant Superintendents
 - 1.2.3 Managing Directors
 - 1.2.4 Directors
 - 1.2.5 Supervisors of Personnel.
 - 1.2.6 Notwithstanding 1.1, this agreement shall not apply to persons teaching at the Board's summer school, night classes or tutorial classes except as provided in clause 3.6.3. These staff shall only have access to clauses 15 and 16 (Grievance Procedures) for issues arising out of clause 3.6.3.
- 1.3 *The Association is the bargaining agent for each bargaining unit and:*
 - 1.3.1 *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*
 - 1.3.2 *has exclusive authority to bargain collectively with each Board on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*
- 1.4 *Board retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.5 *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.*
- 1.6 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.7 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.8 Structural Provisions
 - 1.8.1 Liaison Committee
 - 1.8.1.1 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 Association Local 37 and other Association representatives as determined by the Local.

1.8.1.2 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.

2. TERM

2.1 *The term of this collective agreement is September 1, 2016 to August 31, 2018. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2018.*

2.2 List Bargaining

2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 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 15 days and not more than 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 Board or the Association must be served after, but not more than 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 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 Board shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and Board 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 Board may at any time by mutual agreement negotiate revisions to the local matters contained in this collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.*

2.8 Provision of Information

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by each Board, each Board shall provide to the Association at least once each year no later than October 31, a list of its teachers who are members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.*
- 2.8.2 *Each Board shall provide the following information to the Association and to TEBA annually:*
- a) *Teacher distribution by salary grid category and step as of September 30;*
 - b) *Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*
 - c) *Most recent Board financial statement;*
 - d) *Total benefit premium cost;*
 - e) *Total substitute teacher cost; and*
 - f) *Total allowances cost.*

3. SALARY

3.1 Salary Pay Date/Schedule

- 3.1.1 *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.

- 3.1.2 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.
- 3.1.3 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, clause 4.3 applies.
- 3.1.4 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.

3.2 Grid

3.2.1 *Effective September 1, 2016 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	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

- 3.2.2 *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.*
- 3.2.3 *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.*
- 3.2.4 *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 3.3.*
- 3.2.5 *New Appointees*
- 3.2.5.1 *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.*
- 3.2.5.2 *Prior to the engagement of a teacher in accordance with clause 3.2.5.1, 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.

3.3 Education

- 3.3.1 *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.*
- 3.3.2 *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.*
- 3.3.3 *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.*

3.4 Experience

- 3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*
- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods;*
 - b) *employed as a long-term Substitute Teacher; (on grid as per clause 5.2.1)*
 - c) *employed as a Substitute Teacher within the preceding five (5) years;*
 - d) *days taught for the Alberta Distance Learning Centre; and*
 - e) *days taught in a post-secondary institution;*
- 3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*

- 3.4.3 *Previously unrecognized experience gained in one school year with a Board may be carried over for calculation of experience increments in the following school year with that same Board.*
- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a Board being carried over for calculation of experience increments in the 2017-18 school year with that same Board.*
- 3.4.5 *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.*
- 3.4.6 *Initial placement on the salary grid for teachers with temporary or probationary contracts and substitute teachers, shall be determined using the following criteria:*
 - 3.4.6.1 *any increments previously granted by this Board for the teacher will be recognized.*
 - 3.4.6.2 *one increment will be given for each full year of teaching experience, as experience is defined in clause 3.4.1.*
 - 3.4.6.3 *where service includes the following:*
 - 3.4.6.3.1 *substitute or supply service;*
 - 3.4.6.3.2 *partial years of service; and*
 - 3.4.6.3.3 *periods of part time service.*
- 3.4.7 *Full years of service shall be calculated as the number of full day equivalents of teaching experience in those years divided by 130. 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.*
- 3.4.8 *For teachers with a continuous contract, experience increments shall be determined using the following criteria:*
 - 3.4.8.1 *teachers who have 130 full days of teaching experience which have not previously been counted for increment purposes shall be granted one experience increment;*

- 3.4.8.2 *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;*
- 3.4.8.3 *these increments will be effective on September 1st or February 1st immediately following the attainment of the necessary accumulation of days;*
- 3.4.8.4 *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 9.2), shall retain the right to earn a further increment in February following the return from leave;*
- 3.4.8.5 *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 1st or February 1st, whichever occurs first. Residual days shall carry forward;*
- 3.4.8.6 *the maximum number of days of teaching experience which may be counted for increment purposes during any school year shall be 130 days.*
- 3.4.9 *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

3.5 Special Considerations

- 3.5.1 Effective the 2017/18 school year: one (1) step on the salary grid for every two (2) years worked as a journeyman in a trade where the journeyman certificate is required for the current teaching assignment.

3.6 Other Rates of Pay

3.6.1 Work During Holiday Periods

3.6.1.1 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.

3.6.1.2 Days in lieu earned under the provisions of clause 3.6.1.1 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.

3.6.1.3 Clause 3.6.1.1 shall apply to school administrators, in circumstances deemed by the Superintendent to be beyond the proper operational parameters of their schools.

3.6.1.4 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.

3.6.2 Teachers Assigned To Multiple Locations

3.6.2.1 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, 2016 - \$1,446

3.6.2.2 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, 2016 - \$1,446

3.6.2.3 Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

3.6.3 Teachers at Night School and Summer School

3.6.3.1 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, 2016 - \$66.31

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

3.6.3.2 Work Experience and/or Registered Apprenticeship Program Coordinator

September 1, 2016 - \$3,165

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Creation of New Designations/Positions

4.1.1 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.

4.2 Administration Allowances

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.

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.

4.2.1 Principal Allowances

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

	<i>September 1, 2016</i>
MINIMUM	\$25,061 + \$17.87 (P-300)
MAXIMUM	\$39,125

4.2.1.2 Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

4.2.1.3 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.

4.2.1.4 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 30th student enrolment count.

4.2.1.5 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 4.3.2 applies.

4.2.2 Assistant Principals

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

4.2.2.2 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 4.3.2 applies.

4.2.3 Curriculum Coordinators and Department Heads

4.2.3.1 *September 1, 2016 - \$7,530*

4.2.3.2 *Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.*

4.2.4 Assistant Curriculum Coordinator and Assistant Department Heads

4.2.4.1 *September 1, 2016 - \$5,260*

4.2.4.2 *Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.*

4.2.5 Teacher Consultants

4.2.5.1 *September 1, 2016 - \$7,530*

4.2.5.2 *Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.*

4.3 Red Circling

4.3.1 A teacher in receipt of an allowance under clauses 4.2.3, 4.2.4, 4.2.5 and 4.6 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.

4.3.2 The salary of a principal or assistant principal shall:

4.3.2.1 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

4.3.2.2 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.

4.4 Acting/Surrogate Administrators – Compensation

4.4.1 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.

4.4.2 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.

- 4.4.3 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.
 - 4.4.3.1 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.
 - 4.4.3.2 There shall be a surrogate principal's annual allowance of \$1,503 effective September 1, 2016.
 - 4.4.3.3 Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.
- 4.4.4 Payments under this clause will be made annually by the last banking day of June.

4.5 ***Teachers with Principal Designations***

- 4.5.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Board must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the Board must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.5.3 *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the Board must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of*

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

4.6 Other Administrator Designations

4.6.1 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.

- 4.6.1.1 Directors receive a salary equal to the maximum principal allowance provided for in clause 4.2.1 plus the maximum salary for six years provided for in the salary grid in clause 3.2.

September 1, 2016 - \$140,287

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

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

September 1, 2016 - \$126,258

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

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

September 1, 2016 - \$113,632

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

- 4.6.1.4 Program Coordinators receive a salary equal to a maximum assistant principal's allowance plus the maximum salary provided for on salary grid in clause 3.2.

September 1, 2016 - \$120,725

Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.

4.7 Other Administrator Conditions

4.7.1 Time for Administration and Supervision

4.7.1.1 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:

4.7.1.2 Elementary Schools

No. of Classrooms as of September 30	No. of Days Per Week
3 - 5	½ day
6 - 7	1 day
8 - 9	1 ½ days
10 - 13	2 days
14 - 16	3 days
17 - 19	4 days
20 - 30	5 ½ days
31 and over	6 days

4.7.1.3 Elementary/ Junior High Schools

No. of Classrooms as of September 30	No. of Days Per Week
4 - 5	1 day
6 - 7	1 ½ days
8 - 9	2 days
10 - 13	2 ½ days
14 - 16	3 ½ days
17 - 19	4 ½ days
20 - 25	5 ½ days
26 - 32	6 days
33 and over	6 ½ days

4.7.1.4 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:

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

- 4.7.2 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.
- 4.7.3 For the purpose of determining number of classrooms in a school, Career and Technology Studies (CTS) labs shall be counted as classrooms.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

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

	<i>Sept 1/16</i>
<i>Full Day</i>	<i>\$218</i>
<i>Half Day</i>	<i>\$132</i>

- 5.1.2 *Increases to this allowance will be consistent with the date and amount of increases to the salary grid in clause 3.2.*

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 *Effective September 1, 2017, 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 The Board may, on application by a Substitute Teacher, reimburse that teacher for medical expenses resulting from injury on the job.
- 5.3.2 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 5.1 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.

6. PART TIME TEACHERS

- 6.1 *FTE Definition: Effective September 1, 2017, part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.*

7. GROUP BENEFITS

7.1 Group Health Benefit Plans, Carrier and Premiums

- 7.1.1 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%
<i>Alberta School Employee Benefit Plan</i>	
Life and A.D. & D. (Plan 2A)	100%
Extended Disability (Plan D)	100%
Dental Care (Plan 3C) and Vision (Plan 3) <i>Effective September 1, 2016, the Board contribution to the Dental Plan and Vision Plan is a cash amount equal to the premiums in effect for the 2016-17 school year.</i>	
Extended Health Care (Plan I)	100%

7.2 **Group Benefits Eligibility**

- 7.2.1 Participation in group insurance plans shall be a condition of employment of all new appointees.
- 7.2.2 Notwithstanding clause 7.2.1, 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.
- 7.2.3 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.
- 7.2.4 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.

7.3 **Health Spending Account**

- 7.3.1 *Health Spending Account effective September 1, 2016, 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.*

7.4 **Other Group Benefits**

7.4.1 **Benefits for Retirees on Contract**

- 7.4.1.1 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.

7.5 Other

7.5.1 The teachers covered by this collective agreement waive any claims to rebates under the provisions of the *Employment Insurance Act*.

8. CONDITIONS OF PRACTICE

8.1 *Teacher Instructional and Assignable Time*

8.1.1 *Effective until August 31, 2018, 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.*

Effective September 1, 2018, clause 8.1.1 is repealed and replaced by clause 8.1.2.

8.1.2 *Effective September 1, 2018, a teacher will not be assigned duties in excess of 1,800 minutes per week.*

8.2 *Assignable Time Definition*

8.2.1 *Assigned Time is defined as the amount of time that Boards 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) Board 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 Board to occur at a particular time and place within a reasonable work day.*

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

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

- a) *the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*
- b) *the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.*
- c) *the time is spent traveling to and from the teacher's annual convention.*

8.3 Other Conditions of Practice

8.3.1 *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.*

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

- 8.3.2.1 *recognize the teacher's total workload, including assigned duties and other professional responsibilities,*

- 8.3.2.2 *accommodate the reasonable requests of parents, and*
- 8.3.2.3 *provide a reasonable work day for teachers.*
- 8.3.3 *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.*
- 8.3.4 *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.*

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

9.2 Professional Improvement

- 9.2.1 Teachers may apply and be considered for support under both clauses 9.2.2 and 9.2.6.
- 9.2.2 Leave for professional improvement may be granted for a school year or portion thereof, upon application, to a teacher:
 - 9.2.2.1 with three (3) or more years of service with this Board, with one (1) experience increment but without salary or benefits,
 - 9.2.2.2 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,

- 9.2.2.3 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.
- 9.2.3 The distribution of such leaves in 9.2.2.1, 9.2.2.2, and 9.2.2.3 will not exceed one-half (½) of one (1) per cent of the teaching staff in respect to any one of the categories.
- 9.2.4 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.
- 9.2.5 Not more than one (1) experience increment can be credited while on leave or extended leave.
- 9.2.6 Teachers granted leave under clauses 9.2.2.2 or 9.2.2.3 shall:
 - 9.2.6.1 if the teachers are not in receipt of an allowance under clauses 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5 or 4.6 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
 - 9.2.6.2 if the teachers are in receipt of an allowance under clauses 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5 or 4.6 for designations which continue from year to year, be granted such leaves from designation but not location.
- 9.2.7 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.
- 9.2.8 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 for the 2016/17 and 2017/18 school years. The

maximum percentage for tuition support will be increased to 55 per cent for the 2018/19 school year and 60 per cent for the 2019/20 school year.

- 9.2.9 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.
- 9.2.10 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.
- 9.2.11 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.

10. SICK LEAVE / Medical Certificates and Reporting

- 10.1 *Sick leave 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.*
- 10.2 *A teacher on interim or probationary contract shall be provided 20 working days of sick leave entitlement.*
- 10.3 *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).*
- 10.4 *A teacher on continuing contract shall be provided 90 calendar days of sick leave entitlement.*
- 10.5 *After 90 calendar days of continuous absence due to medical disability, no further salary or benefits will be paid except for the following circumstances:*
 - 10.5.1 *a teacher in receipt of payment under extended disability insurance shall be entitled to the Board portion of insurance premiums;*

- 10.5.2 *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.*
- 10.6 *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.*
- 10.7 In order to qualify for payment of sick leave:
- 10.7.1 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 Article 10, or
- 10.7.2 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.
- 10.8 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.
- 10.9 Teachers unable to carry on their duties on account of illness or any other cause shall give at least one (1) hour notice to Human Resources before school assembles so that substitute teachers may be obtained. Before returning to duty, the absentee teacher shall also notify Human Resources 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 5.1) if one was provided.

11. MATERNITY, ADOPTION AND PARENTAL LEAVE

11.1 *Maternity Leave/Parental Leave/Adoption Leave*

Maternity Leave

- 11.1.1 *Teachers with temporary, probationary or interim contracts may access personal leave for maternity reasons under clause 14.1.2.4 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 11.1.10.*
- 11.1.2 *Maternity leave in accordance with clauses 11.1.3 to 11.1.8 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 the definition of preamble section (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 11.1.2.*
- 11.1.3 *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.*
- 11.1.4 *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.*
- 11.1.5 *Maternity leave shall commence at the discretion of the teacher at any time prior to and including the delivery date.*
- 11.1.6 *The teacher may terminate the maternity leave with a four (4) week, prior written notice at any time during the maternity leave period.*
- 11.1.7 *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.*

- 11.1.8 *A teacher who is eligible for maternity leave under 11.1.2 is entitled to access parental leave immediately following the maternity leave as per clause 11.1.16 to 11.1.22.*

Maternity Entitlements

- 11.1.9 *"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 percent 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.*
- 11.1.10 *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.*
- 11.1.11 *Teachers with continuing contracts, who are medically disabled due to pregnancy, shall be entitled to access sick leave benefits as per Article 10 until the birth of the child.*
- 11.1.12 *The Board shall pay the maternity supplement to the birth mother in the following circumstances:*
- 11.1.12.1 *for a period of six (6) weeks commencing with the birth of the child, without medical documentation;*
- 11.1.12.2 *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 Article 10.*
- 11.1.12.3 *in lieu of sick leave benefits:*
- 11.1.12.3.1 *when a teacher takes an unpaid, voluntary leave prior to being medically unable to work, and*
- 11.1.12.3.2 *is in receipt of Employment Insurance benefits, and*
- 11.1.12.3.3 *chooses to continue her Employment Insurance benefits during the period of medical disability prior to the birth.*

11.1.13 *If applicable, the supplement shall be continued beyond six (6) weeks after the date of birth as per clause 11.1.12.2.*

11.1.14 *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.*

11.1.15 *No further sick leave or maternity supplement shall be paid following the 90-day elimination period for extended disability benefits.*

Parental/Adoption Leave

11.1.16 *Leave in accordance with clauses 11.1.17 to 11.1.21 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 definition section (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 11.1.16.*

11.1.17 *Parental leave shall be available as follows:*

11.1.17.1 *for a maximum of 37 weeks without salary or benefits,*

11.1.17.2 *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,*

11.1.17.3 *teachers who have accessed maternity leave, shall be entitled to commence parental leave immediately following maternity leave.*

11.1.18 *Parental leave for the purpose of adoption shall be available as follows:*

11.1.18.1 *for a maximum of 37 weeks without salary,*

11.1.18.2 *with benefits for the first 20 weeks for one (1) parent only,*

11.1.18.3 *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.*

11.1.19 *The teacher:*

11.1.19.1 *shall, except in extenuating circumstances, provide six (6) weeks written notice to commence the leave*

11.1.19.2 *may terminate the leave with four (4) weeks written notice at any time during the 37 week leave period.*

11.1.20 *Following parental leave, the teacher shall, upon request, be granted leave in accordance with clause 14.1.1 and 14.1.2.4 to:*

11.1.20.1 *a natural break in the school year,*

11.1.20.2 *the end of the school year in which the leave commenced,*

11.1.20.3 *a natural break in the next school year,*

11.1.20.4 *the end of that school year, or*

11.1.20.5 *any other time approved by the Board.*

11.1.21 *Upon completion of the leave granted under clause 11.1.17 and 11.1.18, 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.*

11.1.22 *If both parents are employed by the Board, the Board may grant parental leave to both parents simultaneously.*

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

11.2.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*

11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the Board to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*

11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Board will continue paying the Board portion of the benefit costs for a teacher on maternity, adoption or parental leave,*

for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.

11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the Board paid benefit premiums, and shall reimburse the Board upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*

11.2.5 *If a teacher fails to return to his/her teaching duties, the teacher shall be responsible to forthwith repay the Board paid benefit premiums, and shall reimburse the Board upon receipt of an invoice.*

11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the Board under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

12. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

12.1 *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.*

12.2 *Leave granted shall be with salary and benefits less the rate of pay of a substitute teacher as provided for in clause 5.1.*

12.3 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.

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

12.4.1 Effective the 2017/18 school year: A teacher shall be permitted to accumulate and use any unused days up to a maximum of four (4) days.

13. ASSOCIATION LEAVE AND SECONDMENT

13.1 *A teacher shall be granted leave of absence with pay provided the Board is reimbursed by the Association for the actual costs of the substitute, including the Board portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

- 13.2 *Upon written request to the superintendent or designate, the Board 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 Board. The Association will reimburse the Board as per Clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Board, the teacher, and the Association and is at no cost to the Board.*
- 13.3.1 *Effective the 2017/18 school year: the President of Local 37 shall receive an applicable salary from the Board according to the collective agreement and shall be subject to its provisions. Notwithstanding other provisions of this collective agreement, the Local may determine a higher salary or allowance which will be communicated to the Service Centre in Human Resources. The Local shall reimburse the Board for any salary, allowances, and benefits overhead under this provision at such periods as the Board may request. Higher salaries and allowances paid under this provision will not be red-circled.*
- 13.3.2 *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.*
- 13.4 *During such secondment, the Board 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 Board for all payments made by the Board to the teacher or on his/her behalf while on secondment under this clause.*

14. OTHER LEAVES

14.1 General Leaves of Absence

14.1.1 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.

14.1.2 Leave granted under clause 14.1.1 will be:

14.1.2.1 with salary and benefits, or

14.1.2.2 with salary and benefits less the rate of pay of a substitute teacher whether or not a substitute teacher is required, or

14.1.2.3 without salary but with benefits, or

14.1.2.4 without salary or benefits

14.1.3 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.

14.1.3.1 A teacher granted a leave of absence for a school year under clause 14.1.1 will, by March 15 of that year, notify the Superintendent of Schools of the teacher's intentions for the following school year.

14.1.3.2 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.

14.1.4 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.

14.2 Family Illness and Bereavement Leave

14.2.1 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:

14.2.1.1 up to and including five (5) operational days for critical illness;

14.2.1.2 up to and including five (5) operational days for death.

14.2.2 Leave granted under clause 14.2.1.1 will terminate in the event of death of the person identified in clause 14.2.1 and the teacher will then be eligible for leave under clause 14.2.1.2. Leaves referred to in clauses 14.2.1.1 and 14.2.1.2 shall be taken within a two (2) week period of the actual occurrence of the critical illness or death.

Effective the 2017/18 school year, clause 14.2.2 is repealed and replaced by clause 14.2.3.

14.2.3 Effective the 2017/18 school year: leave granted under clause 14.2.1.1 will terminate in the event of death of the person identified in clause 14.2.1 and the teacher will be eligible for leave under clause 14.2.1.2. Leaves referred to in clause 14.2.1.2 shall generally be taken with a two (2) week period of the actual occurrence of the death, but can be taken within one (1) year of the actual occurrence of death.

14.2.4 Before payment is made for leave under clause 14.2.1.1, the Superintendent of Schools may require a medical certificate stating that critical illness was the reason for the absence.

14.2.5 Leave up to one (1) day necessitated by the death of an individual other than those referred to in clause 14.2.1 shall be granted with salary and benefits.

14.2.6 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.

Effective the 2017/18 school year, clause 14.2.6 is repealed and replaced by clause 14.2.7.

14.2.7 Effective the 2017/18 school year: Leave with pay and benefits up to three (3) days per school year necessitated to provide care for a

family member, make arrangements for medical care of a family member, or attend to other legal or business issues necessary for long-term or emergent support of a family member shall be granted by the Superintendent of Schools. Family members include a spouse, parent, spouse's parent, child or a member of the teacher's household.

14.3 Graduation and Convocation Leave

14.3.1 Effective the 2017/18 school year, leave with pay will be granted for:

14.3.1.1 Up to one (1) day to attend convocation from a post-secondary institution for the employee or anyone in their immediate family

14.3.1.2 One-half (1/2) day to attend the high school graduation of an immediate family member, where the event begins prior to 1700 hours.

14.4 Jury Duty/Court Appearance Leave

14.4.1 Leave of absence without loss of salary and benefits shall be granted

14.4.1.1 for jury duty or any summons related thereto; or

14.4.1.2 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.

14.5 Leave For Arrival of a Child

14.5.1 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:

14.5.1.1 the date of birth; or

14.5.1.2 the day the child is released from the hospital; or

14.5.1.3 the day the mother is released from the hospital.

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

- 14.5.2 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:

14.5.2.1 the date of placement; or

14.5.2.2 the day the child is released from the hospital.

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

14.6 **Deferred Salary Leave**

- 14.6.1 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.

- 14.6.2 Notwithstanding the above, a teacher, in receipt of an allowance under clauses 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5 or 4.6 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.

15. **CENTRAL GRIEVANCE PROCEDURE**

15.1 *This procedure applies to differences:*

- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
- b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
- c) *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*

- 15.2 *“Central item” means any item which is in italics in this collective agreement.*
- 15.3 *A “non-central item” means any item which is not in italics in this collective agreement.*
- 15.4 *An “operational” day is an instructional or non-instructional day in the Board calendar on which teachers are scheduled to work.*
- 15.5 *If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.*
- 15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
 - b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.7 *The written notice shall contain the following:*
- a) A statement of the facts giving rise to the difference,*
 - b) The central item or items relevant to the difference,*
 - c) The central item or items and the non-central item or items, where the difference involves both, and*
 - d) The remedy requested.*
- 15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*
- 15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the Board affected by the difference may be invited to participate in the discussion about the difference.*

15.10 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected Board, and any affected teacher or teachers.*

15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*

15.12 (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

(b) TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.

15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*

15.14 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*

a) *An affected Board rectify any failure to comply with the collective agreement.*

b) *An affected Board pay damages to the Association, affected teacher or teachers, or both.*

c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*

15.15 *The award of the Arbitration Board is binding on:*

a) *TEBA and the Association.*

b) *Any affected Board.*

c) *Teachers covered by the collective agreement who are affected by the award.*

15.16 *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*

16. LOCAL GRIEVANCE PROCEDURE

16.1 Reference to days in this clause shall be exclusive of Saturdays, Sundays, Summer Break and other school holidays.

16.2 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:

16.3 STEP ONE

16.3.1 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.

16.4 STEP TWO

16.4.1 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.

16.5 STEP THREE

16.5.1 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.

16.5.2 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

16.5.3 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.

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

16.5.5 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.

16.5.6 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.

16.5.7 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.

16.6 Optional Grievance Mediation

16.6.1 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.

16.6.2 The Mediator shall be appointed by mutual agreement between the parties.

16.6.3 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.

16.6.4 The expenses of the Mediator shall be equally borne by both parties.

16.6.5 The grievance may be resolved by mutual agreement between the parties.

16.6.6 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.

16.7 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.

17. EMPLOYMENT

17.1 Staffing

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

17.1.2 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.

17.1.3 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.

17.2 Transfer

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

17.3 Information and Files

17.3.1 Teachers shall, upon request, be given access to the contents of their employee file.

AGREEMENT dated this _____ day of _____, 2019.

THE ALBERTA TEACHERS'
ASSOCIATION

BOARD OF TRUSTEES
EDMONTON SCHOOL DISTRICT #7

New Letter of Understanding #1 – Trial Program on Time Off for Compression

1.1 This Letter of Understanding is made pursuant to Article 8 of the collective agreement (Conditions of Practice). The parties agree that where teacher instructional time is compressed and where current collective agreements are silent, teachers will receive time off in relation to the additional time worked as provided for in the chart below. Days will be rounded to the nearest 0.25 for this calculation. It is recognized by both parties that flexibility is required to maintain the calendar for the Board but also provide assurance for teachers that increases in the length of instructional days may result in associated time off for teachers.

	Maximums		
	Instructional	Non Instructional	Total Days
190	10	200	
189	11	200	
188	12	200	
187	13	200	
186	14	200	
185	15	200	
184	16	200	
Base	183	17	200
182	17.5	199.5	
181	18	199	
180	18.5	198.5	
179	19	198	
178	19.5	197.5	
177	20	197	
176	20.5	196.5	
175	21	196	
174	21.5	195.5	
173	22	195	
172	22.5	194.5	
171	23	194	
170	23.5	193.5	

1.2 For the purpose of this collective agreement and notwithstanding the provisions of the School Act, Teachers' Convention is counted as a non-instructional day.

1.3 The trial program will take place during the 2017-18 school year and expires on August 31, 2018, notwithstanding that the collective agreement is bridged by operation of law.

New Letter of Understanding # 2 – Me Too Clause/Increase Modifier

1. For the purposes of this Letter of Understanding only, the following definitions apply:

1.1 “comparator agreement” means the provincial collective agreements listed below for the period commencing April 1, 2017:

- Government of Alberta and the Alberta Union of Provincial Employees respecting the Locals 1, 2, 3, 4, 5, 6 and 12
- Alberta Health Services and United Nurses of Alberta
- Alberta Health Services and the Health Sciences Association of Alberta
- Alberta Health Services and Alberta Union of Provincial Employees – Auxiliary Nursing
- Alberta Health Services and Alberta Union of Provincial Employees – General Support Services

1.2 “first year” means with respect to a comparator agreement the period from April 1, 2017 to March 31, 2018.

1.3 “second year” means with respect to a comparator agreement the period from April 1, 2018 to March 31, 2019.

1.4 “general salary increase” means a salary increase percentage applied to all steps of all grids of a comparator agreement.

1.5 For greater certainty, “general salary increase” does not include market supplements or adjustments, grid adjustments, signing bonuses, reclassifications, changes to benefit premium cost sharing, new benefits or any other form of compensation whatsoever other than a common percentage increase applied to all steps of all grids applicable to each bargaining unit. It includes only such general salary increases negotiated, prior to a strike or lockout, and does not include any increases resulting from a voluntary interest arbitration award, a disputes inquiry board recommendation, or a settlement during or following a strike or lockout.

1.6 “Lump sum payment” means a one-time payment, consistent with other one-time payments sometimes referred to as signing bonuses. “Lump sum payment” explicitly does not include the continuation or renewal of lump sum payments currently provided in existing comparator agreements between Employers and unions listed in Clause 1.1 of this Letter of Understanding.

2. *If a general salary increase(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) exceeds 0%, the general salary increase(s) negotiated under that comparator agreement will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay of the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one general salary increase is negotiated for comparator agreements, the increases shall not be compounded across multiple comparator agreements, however, the total highest such general salary increase(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*
3. *If a new lump sum payment(s) for a comparator agreement in either the first year (September 1, 2016 to August 31, 2017) or second year (September 1, 2017 to August 31, 2018) is negotiated, the newly negotiated lump sum payment(s) negotiated under that comparator agreement will be applied to the collective agreements with the Association in the first year or the second year respectively, and effective the same date(s) as provided in the affected comparator agreement. If more than one newly negotiated lump sum payment is negotiated for comparator agreements, the lump sum payments shall not be compounded across multiple comparator agreements, however, the total highest of such lump sum payment(s) in each year will be applied to the salary grid, administrative allowances and daily substitute teacher rate of pay.*
4. *This Letter of Understanding expires on August 31, 2018 and will not be extended beyond that date notwithstanding that the collective agreement is bridged by operation of law. This Letter of Understanding will not apply to a general salary increase or lump sum payment for a comparator agreement negotiated to be effective after August 31, 2018.*

New Letter of Understanding #3 – Classroom Improvement Fund (CIF) Grant Program

1. *Each Board will establish a committee to support the CIF grant program. CIF committees will be composed of equal number of Board representatives, appointed by the Board or designate, and teacher representatives, appointed by the Association. Teacher representatives must be employed by the Board. CIF committees will have a minimum of six (6) and maximum of ten (10) equal representatives total. CIF committee may meet as viewed necessary, but shall meet at least once in the 2017-18 school year.*
2. *CIF committees will be responsible for reviewing and prioritizing proposals and agreeing to the distribution of the CIF grant funds available for that Board. The committee will be responsible to prioritize proposals based on classroom needs and approve CIF allocation of resources up to the funds available for that Board.*
3. *A majority of the CIF committee members must agree in order to advance a proposal for a CIF grant.*
4. *The Board must forward agreed-upon CIF proposals to Alberta Education. The decisions of the CIF committee is not subject of a grievance under this collective agreement.*

Letter of Understanding # 4 Pilot Project on Staff Development Fund

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 continuing 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 \$750,000 annually in 2017-18 and 2018-19 and \$875,000 in 2019-20 to establish the available funds. The annual amount will be provided in two equal instalments to Edmonton Public Teachers Local 37 of the Association. The first amount will be provided during the first business week of September and the second amount during the first business week in January (for the 2017/18 school year, the first amount will be provided within 30 days of ratification of the collective agreement by both parties).

The parties shall maintain a joint committee to review 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 Teacher Welfare Committee and three members appointed by the Board. The committee will also provide a written report regarding the utilization of the fund to the Superintendent of Schools and the President of Edmonton Public Teachers Local 37 of the Association by March 31, 2020. Costs of the committee will be borne by the Board.

Edmonton Public Teachers Local 37 of the Association 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, 2020, any unallocated funds in the Staff Development Fund will be returned to Edmonton Public Schools prior to December 31, 2020.

Letter of Understanding #5 - New Teacher Orientation

Effective the 2017/18 school year, new teachers will be provided with compensation and benefits, if eligible according to ASEBP, for any new teacher orientation sessions attended that are required by the Board prior to the commencement of the school year. New teachers are those individuals not employed by the Board as a teacher in the prior school year. In order to receive compensation and benefits, the Board must have deemed it mandatory for new teachers to attend the session.

Note that compensation would reflect the option of the teacher to access a day in lieu or receive 1/200th of their salary for that day.

Letter of Understanding # 6 Pilot Project on Revised School Calendar

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 2017-18, 2018-19 and 2019-20 school years 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 no earlier than September 1 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 will include a fall break.
- f) The calendar shall be balanced between the two semesters to accommodate instructional time at the secondary level.
- g) A teacher must confirm their agreement in writing, prior to assignment, to be timetabled for instructional duties which may vary in the number of hours assigned per semester.
- h) 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.

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.

The established joint committee shall provide input into the District calendar by April 30 of any school year. The committee is comprised of three teachers appointed by the Teacher Welfare Committee and three members appointed by the Board. Costs of the committee shall be borne by the Board.

Letter of Intent # 1 Extra Curricular Activities

With respect to Article 8 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 8.1, 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 # 2 Health and Wellness Committee

The parties agree to form a committee that will identify ways to promote health in the workplace, review strategies to manage recurring illnesses, and identify opportunities to reduce the exposure of the Board to benefit premium surcharges while still maintaining benefit entitlements of teachers. Such committee shall meet at least four times a year. The committee shall include representatives from the School Board, The Alberta Teachers' Association and Association Local 37.

Additionally, the committee shall request representation from the Alberta School Employee Benefit Plan as required.

Letter of Intent # 3 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 in writing to participate in the EIPP, sick leave days in clauses 10.2 to 10.5 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 Intent #4 - Parking

Effective the 2017/18 school year, teachers choosing to park in a school parking lot will pay an annual fee of \$50.00. There will be no increase in this fee until the end of the 2019/20 school year.

The Board will meet to discuss and share available information regarding operating costs of school parking lots, tax implications of Board contributions, and funding received from government for school parking lot maintenance. This meeting will occur prior to the end of the 2017/18 school year.

Letter of Intent #5 - Joint Committee on Administrator Compensation

During the 2017/18 school year, the parties will form a joint committee (maximum 10 members) which will include representation from the Board and the Association Local (Central and School Administrators)/Association Representative.

The committee shall address Administrator compensation with a focus on the following items:

- The effectiveness of the Principal allowance structure in recognizing the value of Administrator experience;
- Summer school compensation for Administrators;
- The process of creating new designations/positions; and
- Allowances and vacation entitlements for 12-month central teachers.

At the conclusion of this work, a report will be compiled and shared with the Local President and the Superintendent of Schools.