

# **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**

**THE BOARD OF TRUSTEES OF  
EDMONTON SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2018 to AUGUST 31, 2020**

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This collective agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021 between THE BOARD OF TRUSTEES OF EDMONTON SCHOOL DIVISION (School Division) and the Alberta Teachers' Association (Association).

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

*Effective May 12, 2020, the whereas statement above is repealed and replaced by the following whereas statement:*

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

## **Definitions**

For the purposes of this agreement:

- (a) "Benefits" shall mean the School Division's portion of group insurance premiums.
- (b) "School Division Cost" for a teacher shall mean applicable salary and benefits as well as the School Division's obligation for holiday pay, vacation pay and the School Division 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 School Division.
- (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 School Division excepting those positions agreed to be excluded in local bargaining between the School Division and the Association.*

*Effective May 12, 2020, clause 1.1 above is repealed and replaced by the following clause:*

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

### 1.2 Excluded Positions

- 1.2.1 Superintendent of Schools
- 1.2.2 Assistant Superintendents
- 1.2.3 Managing Directors
- 1.2.4 Directors
- 1.2.5 Supervisors of Personnel

Notwithstanding 1.1, this agreement shall not apply to persons teaching at the School Division'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 *Effective May 12, 2020, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*
- 1.4 *The Association is the bargaining agent for each bargaining unit and:*

- 1.4.1 *has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*
- 1.4.2 *has exclusive authority to bargain collectively with each School Division on behalf of the teachers in each bargaining unit with respect to local terms and to bind the teachers by a collective agreement.*
- 1.5 *Role of TEBA (Effective May 12, 2020)*
  - 1.5.1. *For the purpose of bargaining collectively with the Association, TEBA is an employer organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the School Divisions and to bind the School Divisions in any agreement with respect to central terms.*
  - 1.5.2. *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*
  - 1.5.3. *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms*
- 1.6 *School Division retains all management rights, unless otherwise provided by the expressed terms of this collective agreement.*
- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Structural Provisions*
  - 1.10.1 *Committees, Pilot Projects*
    - 1.10.1.1 *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. School Division 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.

1.10.1.2 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.

#### 1.10.2 Association Use of School Division Facilities and Distribution

Edmonton Public Teachers' Local 37 will be provided access to division email up to once per month for the purpose of communicating with its members. The primary objective of this is to advise members of upcoming ATA communication that will be shared via their personal email. Communications require prior approval from the Chief Human Resources Officer or designate, who will respond within five (5) business days.

1.11 *Effective May 12, 2020, all provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

2.1 *The term of this collective agreement is September 1, 2018 to August 31, 2020. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2020.*

### **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 the School Division 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 the School Division shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and School Division shall exchange details of all amendments sought.*

## **2.7 Opening with Mutual Agreement**

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

## **2.8 Provision of Information (Effective until May 11, 2020)**

- 2.8.1 *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division shall provide to the Association at least 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 School Division 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 School Division financial statement;*
  - d) Total benefit premium cost;*
  - e) Total substitute teacher cost; and*

f) *Total allowances cost.*

**2.8 Provision of Information** (Effective May 12, 2020, the following clause repeals and replaces clause 2.8 above)

2.8.1 *As the Association is the bargaining agent for the teachers employed by the School Division. The School Division shall provide to the Association at least twice each year, no later than October 31 and March 31, a list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, contract type, and the name of their school or other location where employed. Where reasonably possible, the School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the School Division from providing the information on a more frequent basis.*

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

2.8.2.1 *Teacher distribution by salary grid category and step as of September 30;*

2.8.2.2 *HSA/WSA/RRSP utilization rates;*

2.8.2.3 *Most recent School Division financial statement;*

2.8.2.4 *Total benefit premium cost;*

2.8.2.5 *Total substitute teacher cost; and*

2.8.2.6 *Total allowances cost.*

**3. SALARY**

**3.1 Salary Pay Date/Schedule**

3.1.1 The School Division 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 December and August.

b) the December payment date is the last operational day prior to the Winter Break.

- c) the August payment date is August 15 or the next banking day following August 15, if August 15 is not a banking day.
- 3.1.2 A teacher may request in writing that the School Division, 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 School Division 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 School Division.

**3.2 Grid**

- 3.2.1 Effective September 1, 2018 teachers will be paid in accordance with the following salary grid.

<b>CATEGORY</b>			
	<b>FOUR YEARS TEACHER EDUCATION</b>	<b>FIVE YEARS TEACHER EDUCATION</b>	<b>SIX YEARS TEACHER EDUCATION</b>
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 School Division 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 School Division 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 (Effective until August 31, 2019)**

- 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 School Division 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 School Division 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.*

**3.3 Education (Effective September 1, 2019, the following repeals and replaces clause 3.3 above)**

- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2 *The adjustment dates for increased teacher's education shall be September 1 and February 1.*
- 3.3.3 *For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
  - 3.3.3.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*

- 3.3.3.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*
- 3.3.4 *Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within (60) operational days from the date of completion of education or commencement of employment.*
- 3.3.4.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
- 3.3.4.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

#### **3.4 Experience (Effective until August 31, 2019)**

- 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 the School Division may be carried over for calculation of experience increments in the following school year with that same School Division.*
- 3.4.4 *These provisions 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 the School Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.*

- 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 School Division 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 *hereafter, 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.*
- 3.4.8.7 *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*

**3.4 Experience (Effective September 1, 2019, the following repeals and replaces clause 3.4 above)**

*Teachers shall:*

- a) *Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,*
- b) *Not gain experience during vacation periods and leaves of absence without salary.*

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



- 3.4.2 *Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the School Division.*
- 3.4.3 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.4 *Uncredited experience shall be carried over for the calculation of experience increments.*
- 3.4.5 *The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.*

*Prior Experience*

- 3.4.6 *The teacher is responsible for providing proof of experience satisfactory to the School Division in accordance with this article.*
- a) *Until proof of experience is submitted to the superintendent or designate, all teachers new to the School Division shall be deemed to have zero years of experience on the salary grid.*
- b) *If proof or evidence of application for such proof is submitted to the superintendent or designate within forty (40) operational days of commencement of employment, the superintendent or designate shall adjust the teacher's salary retroactively to the commencement of employment.*
- c) *If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.*
- 3.4.7 *The School Division shall recognize prior teaching experience as if it was earned by employment with the School Division provided that the teacher provides satisfactory proof as per clause 3.4.8.*
- 3.4.8 *A teacher requesting that the School Division recognize experience earned with a previous School Division shall provide to the School Division written confirmation from the previous School Division certifying:*
- a) *The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;*

- b) *The position held while earning the experience was one that required a valid teaching certificate; and,*
- c) *The written confirmation is signed by an authorized officer of the previous School Division.*

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

3.4.10 *Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Local Grievance Procedure.*

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

### **3.5 Special Considerations [i.e., Vocational /Career and Technology Studies (CTS)]**

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.

*Effective September 1, 2019*

3.5.1 *In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the School Division shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the School Division.*

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

3.5.1.2 *This evaluation shall be conducted when a teacher is hired to teach a CTS or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.*

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

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

### **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, 2018 - \$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, 2018 - \$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 School Division's night school and summer school shall be paid at a rate inclusive of general holiday and vacation pay of:

September 1, 2018 - \$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, 2018 - \$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 School Division 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 School Division.

*4.2.1 Effective September 1, 2019, notwithstanding any other provision in the Collective Agreement, principals shall receive a minimum allowance of \$25,000 annually, prorated based on FTE.*

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 School Division 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 Effective September 1, 2019, the minimum allowance for Assistant Principal allowance will be adjusted in

accordance with current proportionality to the Principal allowance.

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

4.2.1.3 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, 2018 - \$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, 2018 - \$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, 2018 - \$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 acceptance of a position at a school with a

smaller administrative allowance or upon termination of designation and acceptance of another position in the agreement, remain the same for a period of two (2) years (inclusive of any leaves of absence), 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, 2018.
  - 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.

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

**4.5 Teachers with Principal Designations (Effective until May 12, 2020)**

- 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 School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five 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 School Division 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 School Division 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.*

**4.5 Teachers with Principal Designations (Effective May 12, 2020, the following repeals and replaces clause 4.5. above)**

- 4.5.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.5.2. *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five (5) years.*



## 4.6 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, 2018 - \$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, 2018 - \$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, 2018 - \$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, 2018 - \$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

<b>No. of Classrooms as of September 30</b>	<b>No. of Days Per Week</b>
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

<b>No. of Classrooms as of September 30</b>	<b>No. of Days Per Week</b>
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:

<b>Size of School as of September 30</b>	<b>No. of Periods Based on an Eight Period Day</b>
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 *Current daily rates effective until April 30, 2019. The rate of pay for substitute Teachers shall be, inclusive of general holiday pay and vacation pay as follows:*

	<i>Sept 1/18</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.*

- 5.1.3 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$205.66 plus six percent (6%) vacation pay of \$12.34 for a total of \$218.00.*
- 5.1.4 *Effective May 1, 2019, substitute teachers receiving the daily rate shall additionally be paid general holiday pay as provided for in the Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

## **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 School Division 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 School Division 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 School Division. It is understood that any related medical expenses incurred by a substitute teacher in accessing the verification by a physician of The School Division's choosing will be paid for by the School Division.

## **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.*

6.2 *FTE Definition: Effective September 1, 2019, this provision repeals and replaces clause 6.1 above. Part-time teacher FTE will be determined by the ratio of the teacher's actual assignable time to the teacher assignable time of a full-time assignment in the teacher's school. This FTE will be used to calculate the maximum prorated portion of a teacher's instructional time.*

**7. GROUP BENEFITS**

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

7.1.1 *The School Division's contribution to group insurance premiums for teachers employed by the School Division shall be at the rate stipulated in the following table.*

<i>Alberta Health Care Insurance</i>	<i>100%</i>
<i>Alberta School Employee Benefit Plan</i>	
<i>ASEBP Life Insurance Plan 2 and ASEBP Accidental Death and Dismemberment Plan 2</i>	<i>100%</i>
<i>ASEBP Extended Disability Benefits Plan D</i>	<i>100%</i>
<i>ASEBP Dental Care Plan 3 and ASEBP Vision Care Plan 3</i>	
<i>ASEBP Extended Health Care Plan 1</i>	<i>100%</i>

**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 School Division or covered

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

### **7.3 Health/Wellness Spending Account**

As soon as possible after the date of ratification, but no later than September 1, 2020, the School Division shall provide a Health Spending Account/ Wellness Spending Account (HSA/WSA) to all eligible teachers. *The School Division 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 School Division. The unused balance will be carried forward for a total accumulation of two years. Teachers leaving the employ of the School Division will forfeit any remaining balance.*

### **7.4 Other Group Benefits including Payroll Savings and RRSP**

#### **7.4.1 Benefits for Retirees on Contract**

7.4.1.1 Notwithstanding the above, for teachers who are in receipt of and 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 School Division shall pay to each teacher the equivalent amount they would have contributed had the teacher participated in all plans. The School Division 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 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 School Divisions assign teachers and within which they require teachers to*

*fulfill various professional duties and responsibilities including but not limited to:*

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

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

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

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

### **8.3 Duty Free Lunch**

- 8.3.1 *Effective April 7, 2019 the School Division will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked. Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the School Division.*
- 8.3.2 *When reasonable, this break shall occur in the middle of the assignment.*
- 8.3.3 *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

### **8.4 Other Conditions of Practice**

- 8.4.1 *Other Conditions of Practice*
  - 8.4.1.1 *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 School Division 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.*
- 8.4.2 *Parent/teacher conferences, unless otherwise agreed to by the teacher, will be scheduled on operational days, excluding Fridays, in a way that will:*
  - 8.4.2.1 *recognize the teacher's total workload, including assigned duties and other professional responsibilities,*
  - 8.4.2.2 *accommodate the reasonable requests of parents, and*
  - 8.4.2.3 *provide a reasonable work day for teachers.*
- 8.4.3 *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.*
- 8.4.4 *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.*

## **PROFESSIONAL DEVELOPMENT**

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

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

### **9.2 Professional Development Funds**

- 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 School Division, with one (1) experience increment but without salary or benefits,
  - 9.2.2.2 with four (4) or more years of service with this School Division, 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 School Division, 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 School Division.
- 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) more years of service with this School Division.
- 9.2.8 The School Division will grant leaves, after reviewing the foregoing applications for leave and tuition support, to a maximum of three-quarters ( $\frac{3}{4}$ ) of one (1) per cent of the annual grid and allowance cost, calculated as of the preceding November 30. The School Division 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 School Division 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 year.
- 9.2.9 The selection criteria and procedures established by the School Division, 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 School Division 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**

- 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 School Division 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 School Division 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 School Division, 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 School Division, 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 School Division 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 School Division. Such an examination, where practical, will occur on an operational day. The School Division 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*** (Effective for maternity and/or parental leaves that commenced before May 1, 2019)

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 School Division contributions to benefits.*
- 11.1.4 The teacher shall notify the School Division 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 School Division three (3) months prior to the commencement date. The teacher shall provide the School Division 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 School Division 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 School Division 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 School Division. 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 School Division 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 School Division 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 School Division.

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 School Division, the School Division may grant parental leave to both parents simultaneously.

**11.2 Benefits – Prepayment or Repayment of Premiums During Unpaid Portion of Leave (Effective for maternity and/or parental leaves that commenced before May 1, 2019)**

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 School Division 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 School Division will continue paying the School Division 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 School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.

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

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



**Effective May 1, 2019, the following clauses apply for maternity/parental/adoption leaves commencing on or after May 1, 2019 and shall repeal and replace clauses 11.1 and 11.2 above as applicable.**

### **11.1 Maternity Leave**

- 11.1.1 *Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.*
- 11.1.2 *Maternity leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.1.3 *A teacher shall, when possible, give the School Division three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.*
- 11.1.4 *The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.1.5 *Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*

### **11.2 Parental Leave**

- 11.2.1 *Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.*
- 11.2.2 *Parental leave shall be without pay and benefits except as provided in clause 11.3.*
- 11.2.3 *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave.*

*Specifically, in the case of adoption, the teacher will provide as much notice as possible.*

- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

### **11.3 Salary Payment and Benefit Premium**

#### **11.3 Salary and Benefit Premium Payment Health Related**

- 11.3.1 *The School Division shall top up Supplementary Employment Benefits (SEB) to 100 percent of the teacher's weekly salary for the duration of the health related portion of the maternity leave at a minimum of six (6) to a maximum of ninety (90) calendar days, or to the extent of sick leave entitlement as per Article 10.*
- 11.3.2 *When the teacher is not eligible for Employment Insurance Benefits, the teacher will have access to sick leave benefits as per Article 10.*
- 11.3.3 *The teacher shall provide a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta in order to access the SEB plan or sick leave.*
- 11.3.4 *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute Health Spending Account amounts specified in Article 7.0 of the Collective Agreement for sixteen (16) weeks of maternity leave.*
- 11.3.5 *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The Health Spending Account (HSA) will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

- 11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*
- 11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*
- 11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*
- 11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*
- 11.4.5 *If a teacher fails to return to their teaching duties, the teacher shall be responsible to forthwith repay the School Division paid benefit premiums, and shall reimburse the School Division upon receipt of an invoice.*
- 11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

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

- 12.1 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. Requests made under this clause shall not be unreasonably denied.
- 12.4 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 School Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the 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 School Division may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Division. The Association will reimburse the School Division as per Clause 13.1. Such leaves will not be unreasonably denied.*
- 13.3 *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 School Division, the teacher, and the Association and is at no cost to the School Division.*
- 13.3.1 *Effective the 2017/18 school year: the President of Local 37 shall receive an applicable salary from the School Division 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 School Division for any salary, allowances, and benefits overhead under this provision at such periods as the School Division 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 School Division discretion.*

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

## **14. OTHER LEAVES**

### **14.1 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 School Division 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 School Division 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 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.
- 14.2.3 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.
- 14.2.4 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.
- 14.2.5 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 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 School Division 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 their 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 School Division, 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 School Division, shall be granted such leave from designation but not from location.

### **15. CENTRAL GRIEVANCE PROCEDURE**

***Effective until April 30, 2019, this procedure applies to differences:***

- 15.1 *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 School Division 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 School Division 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 School Division, 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 School Division rectify any failure to comply with the collective agreement.*
- b) An affected School Division 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 School Division.*
- 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.*

***Effective May 1, 2019 this procedure applies to differences:***

- 15.1 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 School Division calendar on which teachers are scheduled to work. For the purposes of this Article, the months of July and August shall not be included in the computation of operational days.*
- 15.5 *For the purposes of this Article, written communication may be provided by email.*
- 15.6 *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.*
- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*
- 15.8 *Either TEBA or 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.*
- 15.9 *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.*

*15.10 The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*

*15.11 Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division affected by the difference is attending a central grievance hearing.*

*15.12 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 School Division, and any affected teacher or teachers.*

*15.13 (a) The party receiving the grievance has fifteen (15) operational days following the meeting in clause 15.11 to respond to the grievance.*

*(b) If the difference is not resolved through the response in clause 15.13(a) or if no response is provided, the grieving party may advance the difference to arbitration by notice to the other party within fifteen (15) operational days.*

*15.14 (a) Each party shall appoint one member as its representative on the Arbitration Board within fifteen (15) operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within fifteen (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 (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (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.*

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

*15.16 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 School Division rectify any failure to comply with the Collective Agreement;*

*b) An affected School Division 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.*

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

*a) TEBA and the Association.*

*b) Any affected School Division.*

*c) Teachers covered by the Collective Agreement who are affected by the award.*

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

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

## **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 School Division, or a dispute between the Association and the School Division 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 griever 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 School Division 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 School Division 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 School Division'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 School Division 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 School Division 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 \_\_\_\_\_ 2021.

THE ALBERTA TEACHERS'  
ASSOCIATION

BOARD OF TRUSTEES  
EDMONTON SCHOOL DIVISION

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**Letter of Understanding 1: Association and TEBA Joint Committee to Assist Transition from Central to Local Bargaining- NEW – Effective October 11, 2018**

1. Scope

*TEBA and the Association agree to form a committee which will assist in the transition from central to local bargaining. This committee will be available to:*

- a) Assist in resolving differences arising from the local bargaining process where the parties to the collective agreement disagree about whether a particular matter is a local matter;*
- b) Clarify the understanding of the Association and TEBA regarding central table provisions; and,*
- c) Advise on the production and revision of collective agreements.*

2. Structure

- a) The committee will meet as necessary at times determined by the Association and TEBA.*
- b) The Association and TEBA shall each bear the cost of their participation in this committee.*
- c) The Association and TEBA will each appoint three (3) representatives to the committee.*
- d) The committee will be chaired jointly.*

3. Process

- a) Where the Association, TEBA, or the School Division have a difference in interpretation of the central and local matters placement list, or where a mediator appointed to support local parties in local bargaining seeks clarification, the difference may be referred in writing to the Transition Committee through the joint chairs.*
- b) The Transition Committee shall meet to determine the matter and will communicate their decision in writing to the parties of the collective agreement, and mediator where applicable.*
- c) In circumstances when the Transition Committee is unable to agree on a determination under clause 1(a) of this Letter of Understanding, the Association and/or TEBA may refer the matter to the Trial Expedited Arbitration Process.*

4. *The Association and TEBA may jointly, or independently, issue communication to clarify understanding arising from the operation of the Transition Committee.*

*Signed by the parties on October 11, 2018.*

**New Letter of Understanding #2 – Trial Expedited Arbitration Process for Differences Arising from the Interpretation or Application of the “2018 Teacher Collective Bargaining Finalized Central and Local Matters Table Placement” NEW – Effective October 2, 2018**

1. Scope

*Where the parties are unable to resolve a difference arising from the interpretation or application of the 2018 Teacher Collective Bargaining Finalized Central and Local Matters Table Placement, TEBA or the Association may refer the difference to the following expedited arbitration process. For the purposes of this process, the arbitrator derives its authority from the Alberta Arbitration Act. Nothing in this process restricts either TEBA or the Association from referring any matter to the Alberta Labour Relations School Division.*

2. Process

- a) *The parties shall first raise the difference at a meeting of the Association and TEBA Transition Committee prior to initiating this process.*
- b) *The difference shall be referred to one of the following arbitrators:*
  - i. *Mark Asbell*
  - ii. *David Jones*
  - iii. *Lyle Kanee*

*Where the parties cannot agree on an arbitrator, one of the above named will be chosen at random.*

- c) *The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.*
- d) *Within seven (7) days of the appointment, the arbitrator shall convene a case management call to determine the process for resolving the difference. The case management process shall include a timeframe for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution of the difference. The parties will endeavour to exchange information as stipulated in the case management process within fourteen (14) days.*
- e) *The arbitrator will first endeavour to assist the parties in mediating a resolution.*
- f) *If a hearing is scheduled by the arbitrator it shall be held within thirty (30) days of the referral to the arbitrator. Where possible, the hearing shall be concluded within one (1) day.*
- g) *As the process is intended to be informal and non-legal, the parties are encouraged to be self-represented. Notwithstanding, neither party is prohibited from selecting the counsel of their choosing.*
- h) *The decision of the arbitrator is limited to solely determining the interpretation and application of the 2018 List of Central and Local Matters table placement.*

- i) The arbitrator, at their discretion, will issue either a written or oral decision within five (5) days of the conclusion of the arbitration or submission process. If an oral decision is rendered, it will follow with a written summary including the decision and rationale.*
- j) All decisions of the arbitrator are final and binding.*
- k) The arbitrator retains jurisdiction with respect to any issues arising from their decision.*
- l) For the purposes of this process, the timelines shall reflect calendar days, excluding Saturdays and Sundays or General Holidays. Notwithstanding, the parties may extend timelines by mutual agreement and such request to extend timelines shall not be unreasonably denied. The arbitrator has the authority to extend timelines in consultation with the parties.*
- m) The parties shall bear the costs of their participation in this process. The parties shall equally share the costs of the fees and expenses of the arbitrator.*

*This trial process shall take effect as of the date of signing and shall expire and have no further force and effect once all of the collective agreements commencing September 1, 2018 between the Association and School Divisions have been ratified.*

*Signed by the parties on October 2, 2018.*

**New Letter of Understanding #3 – Teachers with Designations: Allowances and Titles**

*This Letter of Understanding reflects a commitment between TEBA and the Association and is unenforceable under this Collective Agreement. This is provided in the Collective Agreement for information purposes only.*

*TEBA and the Association agree to establish a committee of three (3) Association and three (3) TEBA representatives to review the allowances and titles of school and division based leaders in the bargaining unit, in the context of their duties and responsibilities.*

*School Divisions will provide to the committee job descriptions and other relevant employment documents requested by the committee. The committee will provide a report to TEBA and the Association in order to inform the next round of bargaining. The Association and TEBA will name their representatives within thirty (30) days of ratification of this agreement and the committee shall commence its work within sixty (60) days after ratification of central terms.*

**New Letter of Understanding #4 – Distributed Education Teachers Conditions of Practice**

*This Letter of Understanding reflects a commitment between TEBA and the Association and is unenforceable under this Collective Agreement. This is provided in the Collective Agreement for information purposes only.*

*TEBA and the Association agree to establish a committee of three (3) Association and three (3) TEBA representatives to study distributed education (e.g. online, blended learning, and alternative delivery) teachers' conditions of practice and provide a report to TEBA and the Association in time to inform the next round of bargaining. The Association and TEBA will name their representatives within thirty (30) days of ratification of central terms.*

### **New Letter of Understanding #5 – Wellness Spending Account (WSA)**

*Where WSAs exist, the WSA may be used for:*

- *health support, fitness and sports activities and equipment expenses that support the overall well-being and physical health of the teacher and their dependents; and,*
- *family expenses that support the teacher's dependents (such as child and elder care programs and activities).*

*TEBA and the Association agree that teacher professional development is not an appropriate use of WSA funds.*

*This Letter of Understanding in no way commits School Divisions or teachers to establish WSAs. The decision to split existing Health Spending Accounts (HSA) into combined HSA/WSAs is subject to local negotiations.*

### **Letter of Understanding #6: Salary Adjustments**

*The parties agree that the determination of adjustments to the salary grids for the term of the collective agreement shall be referred to voluntary binding interest arbitration, subject to the following conditions:*

- 1. The only matters subject to arbitration shall be general increases to the salary grids, and will not include other rates of pay, allowances and substitute teacher daily rates of pay.*
- 2. Notwithstanding provision 1, should a general increase result from this Letter of Understanding, other rates of pay, allowances and substitute teacher daily rates of pay will be adjusted by the same rates.*
- 3. For the term of this Collective Agreement, the minimum principal allowance shall not be subject to the grid increases.*
- 4. After May 1, 2019 either party may give written notice to the other party of its desire to submit resolution of the salary adjustment to interest arbitration before a three-member panel comprised of a nominee of both parties and David Jones, Q.C. as Chair, or another mutually acceptable chair.*
- 5. If the parties are unable to agree on an alternate chair, application will be made to the Director of Mediation Services for appointment of a chair.*
- 6. The arbitration hearing shall be held by no later than September 30, 2019.*
- 7. In reaching its decision, the arbitration panel shall consider the matters identified in section 101 of the Alberta Labour Relations Code.*
- 8. There shall be no retroactivity of salary increases prior to April 1, 2019.*

*In accordance to Section 3(a) of the Public Sector Wage Arbitration Deferral Act that took effect on June 28, 2019, section 6 of this letter of understanding shall be amended to read as follows:*

*The arbitration hearing shall be held by no later than December 15, 2019.*

**Letter of Understanding #7: Vacation and General Holiday Pay Claims**

*The Association agrees that no claim will be advanced for vacation pay or general holiday pay for any period of time before or during the term of this collective agreement, except as otherwise provided in Article 5.1. This letter of understanding will expire on August 31, 2020.*



## **Letter of Understanding #8 – Right to Disconnect**

*TEBA and the Association agree to a pilot project to be conducted during the 2019-20 school year in School Divisions that, together with their related Association bargaining units, volunteer to participate.*

*The purpose of this project is to pilot practices for clarifying when it is appropriate for staff to send and review electronic communications.*

- 1. Interested School Divisions, along with their related Association bargaining units, will express their interest in participating in the pilot project to TEBA and the Association in writing, by June 15, 2019.*
- 2. TEBA and the Association will encourage participation in this project among School Divisions and Association bargaining units.*
- 3. The pilot project may be ended early with mutual agreement of the School Division and related Association bargaining unit.*
- 4. Each participating School Division and related Association bargaining unit will strike a project steering committee with equal representation from each party. At the discretion of the School Division, the steering committee may include other staff groups in the project.*
- 5. Where leave is required, substitute teacher costs will be reimbursed as provided for in Article 13.*
- 6. The project steering committee will develop a project plan and submit it to TEBA and the Association by June 30, 2019 for information.*
- 7. Each project plan should include:*
  - A commitment to support staff health and wellness.*
  - A statement that clarifies when it is acceptable for staff to send and review electronic communications.*
  - A plan for dealing with emergencies and exceptions.*
  - A plan for communication to staff and stakeholders of the project plan.*
  - An evaluation phase for the project including a plan for consulting staff and stakeholders on the impact of the pilot project.*
- 8. The project steering committee will conduct an evaluation and submit results to TEBA and the Association by May 30, 2020.*
- 9. The pilot project will conclude on August 31, 2020.*

## **Letter of Understanding # 9 Pilot Project on Revised School Calendar**

The parties agree that ongoing professional development and collaboration for teachers is critical to achieving Division 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.

Nothing in this pilot project is intended to contradict language relating to Teacher Instructional and Assignable Time in the collective agreement.

The parties agree that Edmonton Public Schools will establish a division school calendar in the 2020-21 and 2021-22 school years that meets the following criteria:

- a) Classes will begin no earlier than September 1 and end prior to Canada Day.
- b) The Division calendar shall include:
  - i. Eight (8) professional development days
    - a. two (2) days for self-directed teacher collaboration tied to goals set out in their individual professional growth plan
    - b. six (6) days for Division, catchment and school professional development
  - ii. Two (2) days for Teachers' Convention
  - iii. Two (2) days-in-lieu for parent/teacher interviews
  - iv. One operational day for opening and one operational day for closing. These days will not be used as Professional Development Days.
  - v. School Division-approved non-instructional days to achieve a total of 178 instructional days and meet the parameters as set out by this Letter of Understanding and Alberta Education.
- c) The calendar will include a fall break.
- d) The calendar shall be balanced between the two semesters to accommodate instructional time at the secondary level.
- e) 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.
- f) Schools may develop and forward an alternative school calendar which does not comply with section a) to the Superintendent of Schools for approval.

The Division recognizes the importance of teachers engaging in ongoing professional development that considers Division, school and personal professional goals. The School Division 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 their designate.

The established joint committee shall provide input into the division 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 School Division. Costs of the committee shall be borne by the School Division.

## **Letter of Understanding # 10 Pilot Project on Teacher Development Fund**

The parties agree that ongoing professional development for teachers is critical to achieving Division priorities and plans, school improvement plans and teacher's individual professional growth plans.

Edmonton Public Schools commits to continuing a Teacher 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. Effective for the 2020/21 school year, a teacher will not be required to use private business leave to attend professional development through the Teacher Development Fund (TDF).

Edmonton Public Schools will provide an amount of \$875,000 in 2020-21 and 2021-22 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.

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 School Division. 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, 2022. Costs of the committee will be borne by the School Division.

Edmonton Public Teachers Local 37 of the Association shall administer and control the distribution of the Teacher 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 teacher development priorities. Any teacher or group of teachers may make an 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, 2022, any unallocated funds in the Teacher Development Fund will be returned to Edmonton Public Schools prior to December 31, 2022.

## **Letter of Understanding #11 - 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 School Division prior to the commencement of the school year. New teachers are those individuals not employed by the School Division as a teacher in the prior school year. In order to receive compensation and benefits, the School Division 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 Intent #1 Extra Curricular Activities**

With respect to Article 8 of the collective agreement:

The School Division 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 a safe and healthy work environment, review strategies to manage recurring illnesses, and identify opportunities to reduce the exposure of the School Division 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 School Division, 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 2020-21 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 2021-22 school year.

The parties shall form a Joint Committee to discuss parking. The Joint Committee will meet prior to 2020 05 31. The goal of the committee is to discuss questions and concerns related to parking lot maintenance and safety. Each party may nominate up to five (5) representatives. The Committee will be co-chaired by representatives of the School Division and the Local. The parties will meet up to two (2) times per school year.