



**St. Albert**  
**PUBLIC SCHOOLS**

**COLLECTIVE AGREEMENT**

**Between**

**THE BOARD OF TRUSTEES  
ST. ALBERT PUBLIC SCHOOLS**

**And**

**THE ALBERTA TEACHERS' ASSOCIATION  
LOCAL 73**

**September 1, 2012 to  
August 31, 2016**

ALBERTA TEACHERS' ASSOCIATION  
LOCAL NO. 73  
and  
THE ST. ALBERT PUBLIC  
BOARD OF EDUCATION  
COLLECTIVE AGREEMENT  
September 1, 2012 – August 31, 2016

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**THIS AGREEMENT** is made in quintuplicate this 8<sup>th</sup> day of January AD 2014 pursuant to the School Act and Labour Relations Code

BETWEEN

THE ST. ALBERT PUBLIC  
BOARD OF EDUCATION  
(hereinafter called "the Board")  
OF THE FIRST PART,

AND

THE ALBERTA TEACHERS' ASSOCIATION  
(hereinafter called "the Association"  
acting on behalf of the teachers  
employed by the Board)  
OF THE SECOND PART

WHEREAS the Association is the bargaining agent for the teachers employed by the Board, and

WHEREAS terms and conditions of employment and salaries have been the subject of negotiation between the parties, and

WHEREAS the parties desire that these matters be set forth in an Agreement to govern these terms of employment of the teachers.

NOW THEREFORE THIS AGREEMENT WITNESSETH

## 1. **APPLICABILITY**

During the currency thereof, this Agreement shall be applicable to all persons who require a teacher's certificate as a condition of their employment with the Board, specifically exempting from the provisions of this Agreement the Superintendent, Deputy Superintendent, the Associate Superintendents, and Directors.

1.1 All teachers covered by this Agreement shall be members of the Association.

## 2. **DURATION**

This agreement shall have effect from September 1, 2012 to August 31, 2016.

Notwithstanding the termination date of this Agreement, if notice has been given to commence collective bargaining, the terms and conditions contained herein shall remain in full force and effect until otherwise altered through the advent of a new Collective Agreement, or until notice of a strike or lock-out is received, whichever occurs first."

## 3. **COLLECTIVE BARGAINING**

A notice in writing to commence collective bargaining may be given by either party to the other, not less than sixty (60) days nor more than one-hundred-and-fifty (150) days prior to the termination date of this agreement. Unless notice is given within the specified period, the agreement continues in effect for another year.

Following the giving of the initial notice, the representatives of the parties shall commence collective bargaining not less than ten (10) days nor more than thirty (30) days thereafter exclusive of Saturdays, Sundays, or other holidays, or such other times as is mutually agreed upon. At the first meeting between the parties following the initial notice, both parties shall provide a list of any amendments sought unless mutually agreed to do so at a future meeting.

## 4. **NEW POSITIONS**

In the event that the Board creates a new position falling within the jurisdiction of this Agreement, salaries and allowances for that position shall be arrived at by consultation with representatives of the Economic Policy Committee of the Alberta Teachers' Association Local No. 73.

## 5. **SALARY SCHEDULE**

5.1 All salaries and allowances mentioned herein are "per annum" unless specifically stated otherwise.

5.2 The number of years of teacher education and the years of teaching experience, computed according to the Agreement, shall together determine the annual salary rate for each teacher employed by the Board.

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

Salary Grid as of September 1, 2012

YEARS OF TEACHING EXPERIENCE	YEARS OF EDUCATION		
	Four	Five	Six
0	\$ 57,913	\$ 61,356	\$ 65,324
1	61,314	64,752	68,731
2	64,709	68,154	72,123
3	68,118	71,550	75,525
4	71,512	74,949	78,926
5	74,908	78,349	82,319
6	78,311	81,748	85,722
7	81,708	85,149	89,122
8	85,103	88,550	92,526
9	88,568	91,948	95,925
10	92,045	95,492	99,465
11	92,045	95,492	99,465

Salary Grid as of September 1, 2014 (.03% increase)

YEARS OF TEACHING EXPERIENCE	YEARS OF EDUCATION		
	Four	Five	Six
0	\$ 57,930	\$ 61,374	\$ 65,344
1	61,332	64,771	68,752
2	64,728	68,174	72,145
3	68,138	71,571	75,548
4	71,533	74,971	78,950
5	74,930	78,373	82,344
6	78,334	81,773	85,748
7	81,733	85,175	89,149
8	85,129	88,577	92,554
9	88,595	91,976	95,954
10	92,073	95,521	99,495
11	92,073	95,521	99,495

Salary Grid as of September 1, 2015 (2% increase)

YEARS OF TEACHING EXPERIENCE	YEARS OF EDUCATION		
	Four	Five	Six
0	\$ 59,089	\$ 62,601	\$ 66,651
1	62,559	66,066	70,127
2	66,023	69,537	73,588
3	69,501	73,002	77,059
4	72,964	76,470	80,529
5	76,429	79,940	83,991
6	79,901	83,408	87,463
7	83,368	86,879	90,932
8	86,832	90,349	94,405
9	90,367	93,816	97,873
10	93,914	97,431	101,485
11	93,914	97,431	101,485

**6. APPLICATION OF SALARY SCHEDULE**

The Board shall cause to be paid to each teacher on contract for a full school year his/her salary in equal amounts of 1/12th of his/her annual salary on the day prior to the last teaching day of each month from September to June inclusive, on the last business day for the month of July, and for the month of August, on the last business day or on the last business day before the first operational day of the next school year, whichever occurs first. The Board shall pay Substitute Teachers on, or before, the tenth (10<sup>th</sup>) day of each month from September to July. The Board shall pay Summer School teachers on or before the tenth (10<sup>th</sup>) day of August.

**7. UNIVERSITY EDUCATION**

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

7.2 The adjustment dates for changes in the annual rate of salary resulting from improved teacher education shall be September 1, January 1, May 1 or the starting date of employment, subject to clause 7.3.

7.3 Each teacher shall be responsible for submitting to the Superintendent written proof of application to the Teacher Qualifications Service for evaluation of increased

teacher education not later than thirty (30) days from September 1, January 1, May 1, or the starting date of employment.

7.4 A teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications, or according to the minimum educational requirements for his/her teaching certificate, until the teacher submits to the Superintendent the Statement from the Teacher Qualifications Service attesting to increased teacher education.

7.5 If a teacher does not submit written proof of application in accordance with clause 7.3, the Board shall adjust the salary effective the first of the month following the month the Statement from the Teacher Qualifications Service is submitted to the Superintendent.

7.6 No payment shall be made for teacher education or any other education allowance which should have been claimed in previous school years.

## 8. **EXPERIENCE INCREMENTS**

8.1 Subject to the terms of this Agreement, every teacher under contract with the Board who is not on maximum salary for his/her category of teacher education according to clause 5.3 shall receive an experience increment following each year of service with the Board.

8.1.1 Adjustments for teaching experience shall be effective at the commencement of the school year or February 1 of each year.

8.2 For the purpose of clause 8.1, a year of teaching experience (excluding substitute teaching) is earned when a teacher under contract with the Board has received salary for at least one hundred and twenty (120) equivalent full days during

8.2.1 a school year; or

8.2.2 a period of up to three (3) consecutive school years

whichever occurs first. When an experience increment becomes effective in accordance with clause 8.1, the teacher shall begin to accumulate credit toward another increment.

8.3 A teacher shall not be granted more than one increment in any school year.

8.4 For teachers who are graduates of a Bachelor of Education program in vocational or business education, and who teach in these specialties, one-half (1/2) of the associated vocational experience as one actively employed as a Journeyman or business experience obtained by a teacher prior to engagement by the Board may be counted as teaching experience as adjudged by the Superintendent subject to appeal by the teacher to the Interpretation and Review Committee.

8.5 Effective September 1, 1997 teaching experience gained prior to commencement of employment with the Board in positions for which a valid teaching certificate was a requirement of employment and while the teacher held a valid teaching certificate, shall be treated as if it was teaching experience earned with the Board. There shall be no retroactive application of this article.

## 9. SPECIAL PROJECTS

The Board may offer employment to a teacher for special projects related to teaching at the per hour rate specified in clause 25 as well as the relevant administrative allowances when applicable. Special projects require mutual agreement and exclude assigned teacher duties as described in clause 20 of this agreement and those teaching and administrative duties related to school programs and operations.

## 10. ADDITIONAL ALLOWANCE

In addition to the foregoing salary, administrative allowances shall be paid in accordance with the following schedule:

### 10.1 Principals and Assistant Principals

The formula to be used in computing the principal's allowance for each school will be as follows: Additional allowances for principals and assistant principals effective September 1, 2012 = \$22,319 + \$18.60 x (P-300), maximum \$34,196.

Effective September 1, 2015, Principals' allowance = \$22,765 + \$18.97 x (P-300), maximum \$34,880.

For the purpose of this clause "P" shall be defined as the number of full-time equivalent students enrolled in school on September 30<sup>th</sup> of that school year with ECS students weighted as .5 FTE and all other students weighted as 1.0 FTE. Assistant principals shall receive an amount equal to fifty-five (55%) percent of the principal's allowance. The Board may, where a vacancy for a principal occurs, appoint an acting principal who shall receive all the benefits accrued to a principal under this Agreement while acting in that capacity.

#### 10.1.1 Outreach Principal

The Outreach Principal Allowance provision will take effect September 1, 2008. The formula to be used in computing the allowance will be \$14,304 + \$18.60 x (P-200) to a maximum of \$16,145. For the purpose of this clause, "P" shall be defined as the number of full time equivalent students enrolled in the school on September 30<sup>th</sup> of each school year. In the event



that the number of FTE students exceeds 300 on September 30<sup>th</sup> of the school year, the allowance will be calculated as in clause 10.1.

Effective September 1, 2015, the Outreach Principal's allowance = \$14,590.00 + \$18.97 x (P-200) to a maximum of \$16,468.

## 10.2 Supervisory and Consultative Personnel

10.2.1 **Supervisors of Education** - Twenty-five (25%) percent of fourth year maximum as in clause 5.3.

Incumbents in this position shall not take more than six (6) weeks' vacation during the July/August period.

10.2.2 **District Coordinator 1** shall be paid thirteen (13%) percent of the maximum of the fourth year as in clause 5.3;

**District Coordinator 2** shall be paid seven-and-one-half (7.5%) percent of the maximum of the fourth year as in clause 5.3.

10.2.3 **Department Heads** – shall be paid five-and-one-half (5.5%) percent of fourth year maximum as in clause 5.3.

10.2.4 **Curriculum Coordinators** shall be paid two-and-one-half (2.5%) percent of the fourth year maximum as in clause 5.3.

## 10.3 Administrative Allowance - General

10.3.1 Payment of the allowance for administration shall commence on the effective date of appointment and terminate on the last day of such appointment.

10.3.2 In a school with two hundred and fifty (250) or more pupils, the Board shall designate one or more teachers to full-time or part-time supervisory positions to assist the principal.

10.3.3 When, in the absence of the principal, the assistant principal acts in his/her place for a period of six (6) or more consecutive school days, the assistant principal shall be designated as acting principal and shall receive an allowance, in place of the assistant principal's allowance, equivalent to that of the principal and for the period during which he/she is so designated.

10.3.4 When, in the absence of the assistant principal, a teacher is designated in writing by the Superintendent or his/her designee to carry out the function of the assistant principal for a period exceeding ten (10) consecutive days, the teacher shall be then designated as acting assistant principal and shall receive an

allowance equivalent to that of the assistant principal for the period he/she is so designated.

#### 10.4 Travelling Allowance

Where teachers are required and have received prior authorization to use their vehicles when representing the district they shall be eligible for travel allowance in accordance with Board policy.

### 11. **SAFEGUARD TO PREVENT LOSS OF SALARY**

No teacher shall suffer a loss of pay because of implementation of this Agreement.

### 12. **INSURANCE**

#### 12.1 Employment Insurance Act

The Board and the teachers agree that the Employment Insurance Commission rebate has been shared in accordance with the Employment Insurance Act by the increase in the benefits contained in this Agreement.

12.2 The Board shall effect and keep in force a policy or policies of insurance, insuring every teacher in its employ, when acting in the course of such teacher's employment, against liability in respect of any claim for damages or personal injury.

12.3 The Board's contribution to the Alberta Health Care Insurance Plan and to the Alberta School Employee Benefit Plan - Extended Health Care Plan 1, shall be at the rate of one hundred (100%) percent of the total premiums.

12.3.1 Notwithstanding the fore-going clause 12.3 shall not apply to a married teacher who submits proof that he/she is already a member of any of the insurance plans named, through participation in these plans by his/her spouse.

#### 12.4 Alberta School Employee Benefit Plan

12.4.1 All teachers eligible to participate shall be members of the Alberta School Employee Benefit Plan as a condition of employment.

12.4.2 In accordance with the provisions of the Alberta School Employee Benefit Plan, the Board shall pay one hundred (100%) percent of the premiums in respect of benefits under the Life and Accidental Death and Dismemberment Schedule 2A. The Board shall pay sixty percent (60%) of the premium cost for the Extended Disability Plan D. Effective September 1, 2014, the Board shall pay seventy-five percent (75%) of the premium cost for the Extended Disability Plan

D. Effective September 1, 2015, the Board shall pay seventy-nine percent (79%) of the premium cost for the Extended Disability Plan D.

12.4.3 The Board shall pay one hundred (100%) percent of the cost of the premium for teachers enrolled in the Alberta School Employee Benefit Dental Plan 3C.

12.4.4 The Board will pay one hundred percent (100%) of the premium for the Vision Care Plan 3.

#### 12.5 Health Spending Account

Effective September 1, 2012, the Board will provide a Health Spending Account of \$700 per year per eligible teacher.

### 13. **SICK LEAVE**

13.1 A teacher who qualifies for extended disability benefits as provided in the Alberta School Employee Benefit Plan shall not receive additional salary and shall not be entitled to additional sick leave benefits after ninety (90) consecutive calendar days of disability.

13.2 During the first year of employment under contract with the Board a teacher shall be credited with twenty (20) operational days of sick leave.

13.3 Commencing with the second consecutive year of employment under contract with the Board, a teacher shall be credited with 90 consecutive calendar days of sick leave and all sick leave accumulated under article 13.2 shall be cancelled. A teacher with more than one year of continuous employment under contract with the Board who returns to work following a period of sick leave or extended disability shall have the 90 consecutive calendar day entitlement reinstated.

13.4 When a teacher leaves the employ of the Board all accumulated sick leave shall be cancelled. Notwithstanding this clause, if a teacher with more than one year of continuous employment under contract with the Board resigns and is reappointed by the Board within a two year period article 13.3 shall apply to such teacher.

13.5 When a teacher is granted sabbatical leave, disability or other leave of absence by the Board, the teacher shall retain the number of accumulated sick leave days to the date of leave commencement. However the teacher shall not earn additional sick leave days during the period of leave.

13.6 A teacher who is absent from school duties to obtain necessary medical or dental treatment or because of accident, disability or sickness shall be required to provide the following documentation:

13.6.1 A signed statement giving the reason for an absence of three (3) consecutive days or less provided within one week after resuming normal teaching duties; or

13.6.2 A medical certificate for an absence of more than three (3) consecutive days within two weeks of commencement of the absence.

13.6.3 Prior to returning to work after an extended absence, the teacher shall provide a medical certificate stating they are capable of resuming teaching duties.

For the purpose of clause 13.6, “day” is defined as per section 97(1) of the Alberta School Act, Chapter S-3, 2000.

13.7 The Board may require any person employed by it to undergo a medical examination by a physician named or approved by the Board.

#### 14. **LEAVE OF ABSENCE**

14.1 The Board shall pay for an absence approved by the Superintendent, pursuant to section 111(1)(d)(i) of the School Act, Chapter S-3, 2000, where such teacher is absent:

14.1.1 For not more than five (5) teaching days because of the critical illness or death of spouse, child, parent, brother, sister, parent of spouse, guardian, grandparent, and grandchild, or other relative who is a member of the teacher’s household, and for not more than two (2) teaching days because of the critical illness or death of a sister-in-law, brother-in-law, daughter-in-law, or son-in-law. A teacher who is absent from teaching duties under this clause may be required to provide a medical certificate stating that the illness warranted the leave of absence for attendance;

14.1.2 To write an examination in an academic or professional course, or to attend a convocation for the purpose of receiving a degree or diploma at any Alberta university;

14.1.3 To attend an educational conference, convention or other Board approved meeting;

14.1.4 While serving as a juror at a scheduled session of the court in response to a notice to attend, provided that any fee received for acting in such capacity be paid over to the Board;

14.1.5 For up to two (2) days leave per school year for paternity leave for natural and adoptive parents.

14.2 One-half (1/2) day leave shall be granted without loss of pay to attend a funeral as a pallbearer; an additional half (1/2) day may be added at the discretion of the Superintendent.

14.3 The Superintendent at his/her discretion may grant a teacher leave of absence with pay:

14.3.1 While serving as a witness at a scheduled session of the court in response to a notice to attend, or a subpoena, provided that any fee received for acting in such capacity be paid over to the Board, and that the teacher is not charged with any offence.

14.3.2 Due to extenuating circumstances.

14.4 Temporary leave of absence with pay less the cost of a substitute may be granted by the Superintendent:

14.4.1 For up to and including five (5) days per school year in order that the teacher may attend to public business arising from his/her position as an elected official;

14.4.2 To teachers who are required to leave before the end of the school term to attend an educational institution for a program of summer study;

14.4.3 To teachers who wish to participate in a competitive sporting event leading to provincial or national competition to a maximum of two (2) days per year;

14.4.4 For personal leave for up to two (2) days per school year for essential personal business providing that the leave does not adversely affect the operation of the school or school district. Requests for leaves which extend major or statutory holidays shall not normally be approved under this clause;

14.4.5 To teachers for Association business, recognizing that teachers have a professional responsibility to provide service to the Association.

14.5 In addition to the foregoing, a teacher may apply for leave of absence for illness of his/her child or other personal reasons. The Superintendent at his/her discretion may grant leave of absence for such a period as he/she deems adequate (a) with pay, or (b) with pay less the cost of a substitute, or (c) without pay.

## 15. MATERNITY LEAVE OF ABSENCE

Teachers with at least twelve (12) months of continuous service with the Board shall be eligible for maternity leave under the following conditions:

15.1 Written notice of intent to take maternity leave shall be forwarded by the teacher to the Deputy Superintendent, at least six (6) weeks prior to the estimated date of delivery of the child. Exceptions to this requirement may be acceptable on the basis of any extenuating circumstances.

15.2 The commencement date and duration of maternity leave shall be determined by the teacher in consultation with the Deputy Superintendent.

15.3 Teachers who have been on maternity leave may subsequently apply for a leave of absence without pay and without benefits for up to one (1) full year.

15.4 Maternity leave shall be without pay, sickness allowances or Board contributions to staff benefit premiums, except during any period(s) of such leave which are health-related as determined by the teacher's physician or in accordance with clause 13.7:

15.4.1 During such period(s) the teacher shall access sick leave benefits through the employer funded registered Supplementary Unemployment Benefits (SUB) Plan, which shall not reduce the teacher's sick leave entitlement under clause 13;

15.4.2. The teacher shall be required to apply for Employment Insurance benefits to access the registered SUB Plan;

15.4.3 The benefits under the SUB Plan are a substitution for and to the exclusion of any other benefits set out in this agreement that might otherwise be available for such periods of absences;

The period(s) of the health-related portion of maternity leave shall be counted for the granting of experience increments.

15.5 Effective September 1, 2015, for a teacher eligible for maternity leave, and on continuous contract with the Board, the Board shall pay the portion of the teacher's benefit premiums specified in Article 12.4.2 and 12.5 of this collective agreement for the duration of the maternity leave.

15.6 Where possible, at least six (6) weeks prior to the date of which the teacher intends to return to work, and in any event, no less than four (4) weeks prior, written notice must be forwarded to the Superintendent or designate.

**16. ADOPTIVE PARENT'S LEAVE**

A teacher shall be eligible for adoptive parent's leave under the following conditions:

16.1 A teacher shall notify the Deputy Superintendent before the expected date of adoption, that the teacher will be applying for adoptive parent's leave. The actual date of the commencement of the leave shall be determined when the adoption date is known.

16.2 Adoptive parent's leave shall not exceed twelve (12) months and the teacher shall give the Deputy Superintendent at least six (6) weeks' notice of the teacher's intention to return to the teacher's duties.

16.3 In no event shall the teacher's return to duty be delayed longer than the opening day of the school year following the teacher's request to return to duties.

16.4 Adoptive parent's leave shall be without pay, sickness allowances or Board contributions to staff benefit programs, and the period of such leave shall not be counted for the granting of experience increments.

**17. UNPAID PARENTAL LEAVE**

17.1 Upon request, the Board shall grant adoption/parental leave for a period up to thirty-seven (37) weeks.

17.2 Whenever possible, written notice of intent to take such a leave must be forwarded to the Superintendent or designate at least six (6) weeks prior to commencement of the leave.

17.3 Written notice of intent to return to work shall be provided to the Superintendent or designate at least four (4) weeks prior to the date on which the teacher intends to return to work.

**18. SABBATICAL LEAVE**

18.1 Sabbatical leave shall mean leave granted by the Board to a teacher for study, travel or experience approved by the Board for improving the teacher's academic or professional education.

18.2 To be eligible for sabbatical leave under clause 18.1, the teacher shall have served the Board for five (5) years.

18.3 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to his/her duties following expiration of his/her leave and shall not resign or retire

from teaching service, other than by mutual agreement between the Board and the teacher, for a period of at least one (1) year after resuming his/her duties.

18.4 All applications for sabbatical leave shall be submitted to the Board by February 1<sup>st</sup> preceding the school year in which the sabbatical leave is to commence.

18.5 The Board shall, upon receiving the recommendation(s) of the Sabbatical Leave Selection Committee, undertake at its discretion to grant sabbatical leave to two (2%) percent of the total of the teaching staff by March 15<sup>th</sup>; this maximum percentage may be extended at the option of the Board.

18.6 A teacher who is granted sabbatical leave for the year under clause 18.1 shall receive a salary equal to sixty-six and two-thirds (66-2/3%) percent of the grid salary he/she would have received had he/she been teaching, payable in equal monthly installments.

18.7 Upon resumption of duties, the Board shall endeavor to return the teacher to the same position which he/she enjoyed before the leave was taken, or a mutually agreeable alternative. Where a teacher is not being returned to the same position, and a mutually agreeable alternative is not possible, the teacher shall be returned to a position no less favourable than the one which he/she enjoyed before the leave was taken.

## 19. CLAIMS

No new claims or demands by the Board, the Association or by a member of the Association shall arise out of previous Agreements upon the coming into effect of this Agreement.

## 20. SUBSTITUTE PLACEMENT SERVICE

Teachers unable to carry on their duties, as a result of illness or any other cause, shall give at least one-and-one-half (1-1/2) hours' notice to the Substitute Placement Service before school assembles, so that proper substitutes may be obtained. Before returning to duty, the absentee teacher shall notify the Substitute Placement Service of such intended return. If returning for the morning session, the notification must be given by 7:00 a.m. and for the afternoon session, before 11:00 a.m. Other than where a previous arrangement has been made with the Superintendent specifying the date and time of return, failure to observe this regulation will result in the loss to the teacher of one-half (1/2) day's salary of a substitute teacher, whether a substitute is required or not. Provided however that the Superintendent may, at his/her discretion, after investigating the circumstances, waive the charging of a substitute teacher's salary.



## **21. TEACHER ASSIGNMENT**

21.1 A teacher will not be assigned duties in excess of 1800 minutes per week in which a maximum of 1400 minutes will be devoted to instruction of pupils. The remainder of the assignable time shall be distributed to the teachers by the principal in consultation with his/her staff as equitably as is possible and practical.

21.1.1 In all schools, and by mutual agreement between the principal and the teacher, the assignment of 1400 minutes of instructional time may be averaged over the ten (10) month school year.

## **22. DISTRICT POLICY**

Any district policy changes from those detailed in the Board's most current policy handbook, or adopted Board minutes, affecting teachers, shall be provided to the Economic Policy Committee for review and, with the exception of interim emergency policies, the teachers shall have the opportunity to make representations to the Board prior to the adoption of any policy.

## **23. GRIEVANCE PROCEDURE**

23.1 Where a difference arises between the Association and the Board as to the interpretation, application, operation or contravention, or alleged contravention, of this Agreement, or as to whether such difference can be the subject of arbitration, the Association shall have the right to present a grievance. The alleged violation shall be dealt with as follows:

23.1.1 All such grievances shall be submitted to the Deputy Superintendent.

23.1.2 All grievances must be presented in writing, and shall set out the nature of the difference, the article(s) of the Agreement that has allegedly been violated and the remedy sought.

23.1.3 If a grievance is denied, the submitting party may advance the matter to arbitration within the limits of this article.

23.2 If any difference concerning the interpretation, application, operation, or an alleged violation of the Agreement arises between the Board and its teachers, the alleged violation shall be dealt with as follows:

23.2.1 A teacher who has a grievance must present it verbally to the Deputy Superintendent within seven (7) working days of the alleged violation, but in the case of salaries this is extended to fifteen (15) working days after receipt of the salary statement. The Deputy Superintendent, shall provide a verbal reply to the teacher within three (3) working days.

23.2.2 In the event that the teacher is not satisfied with the verbal reply by the Deputy Superintendent, the teacher may within fifteen (15) working days of the verbal reply prepare and deliver a written submission on the matter to the Superintendent's office. The grievor or their representative shall be permitted to attend a meeting with the Superintendent/designate to make representations in support of the grievance. This meeting shall be scheduled within ten (10) working days from the date the teacher's submission was received by the Superintendent. The Superintendent shall prepare and deliver a written response to the teacher and the Coordinator of Teacher Welfare within ten (10) working days from the date of the meeting noted above.

23.2.3 In the event that the teacher is not satisfied with the written response by the Superintendent, or within seven (7) working days from the date the Superintendent's response was to be delivered, the Association may refer the matter to arbitration as per section 138 of the Alberta Labour Relations Code, Chapter L-1, 2000 (providing for a three person Board).

23.3 The grievance procedure time limits may be extended at any stage by mutual agreement by the parties.

23.4 Nothing in the grievance procedure precludes the parties from agreeing to meet to informally resolve the matter.

## 24. **SUBSTITUTE TEACHERS**

24.1 Effective September 1, 2012, the Board shall pay substitute teachers at the rate of \$208.20 per day and \$104.10 per one-half day of service provided to the Board, which includes vacation pay.

Effective September 1, 2015, the Board shall pay substitute teachers at the rate of \$212.36 per day and \$106.18 per one-half day of service provided to the Board, which includes vacation pay.

24.2 Substitute teaching shall not be counted for experience increments under clause 8 of this Agreement.

24.3 A teacher who substitutes for the same teacher for a period of four (4) or more consecutive teaching days shall be paid retroactively to the first (1st) day at the daily rate of 1/200th of the annual salary determined by clause 5.3 of this Agreement for the duration of such substitution.

## **25. EVENING, SATURDAY AND SUMMER SCHOOL**

25.1 A teacher employed on an hourly basis to provide instruction at the Board's Evening, Saturday and Summer School shall be paid at the rate of \$62.22 per hour inclusive of holiday and vacation pay, with no benefit costs to the Board excepting Employment Insurance and Canada Pension Plan premiums. Effective September 1, 2015, the hourly rate of pay provided to a teacher employed on an hourly basis to provide instruction at the Board's evening, Saturday and summer school shall be paid at the rate of \$63.46 per hour inclusive of holiday and vacation pay, with no benefit costs to the Board excepting Employment Insurance and Canada Pension Plan. (The parties recognize the rate of pay in this clause is addressed in the Framework Agreement)

25.2 The Board shall advertise for summer school teachers, and afford consideration to internal candidates, but shall have sole discretion in determining the best applicant for the positions.

## **26. A.T.A. PRESIDENT RELEASE TIME**

A teacher who is elected to the office of President of Local 73 may be seconded on a scheduled basis up to a maximum of the teacher's F.T.E. provided that the arrangement is mutually agreeable to the Board, the President and Local 73 and is at no cost to the Board. During such secondment the Board shall pay the president her/his regular salary and allowances and shall make the normal deductions therefrom and make the normal contributions to federal and provincial programs and to benefit and pension plans on her/his behalf. Local 73 shall reimburse the Board for all payments made by the Board to the President or on her/his behalf while on secondment under this article.

## **27. PERSONNEL FILES**

Teachers shall, upon notice to the Deputy Superintendent, be given access to the contents of their personnel files.

## **28. INUREMENT**

This Agreement shall inure to the benefit of and be binding upon the parties and their successors. IN WITNESS WHEREOF the parties hereto have executed this Agreement this 8<sup>th</sup> day of January AD 2014.

THE ALBERTA TEACHERS' ASSOCIATION

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Per Coordinator of Teacher Welfare

THE ST. ALBERT PUBLIC BOARD OF EDUCATION

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Per Chair

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Per Superintendent

THE ST. ALBERT LOCAL ASSOCIATION NO. 73

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Per President

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Per Chairman, Negotiating Committee

# **LETTER OF UNDERSTANDING**

**Between  
St. Albert Public School Board  
And  
Alberta Teachers' Association**

## **Letter of Understanding – Administration of Medical Leave**

The parties agree to meet to discuss the process for administration of medical leave to support teacher and effectively manage such leave. This discussion may also lead to the development of a medical leave certificate that would be mutually acceptable to the Board and teachers. Following a written request by either party to meet for this purpose, unless mutually agreed to otherwise in writing, a meeting shall be scheduled within thirty (30) calendar days of the written request. Unless mutually agreed otherwise by the parties, this letter shall expire and have no further force and effect on June 30, 2016.

# **LETTER OF UNDERSTANDING**

**Between  
St. Albert Public School Board  
And  
Alberta Teachers' Association**

## **Letter of Understanding – Instructional Minutes**

Notwithstanding Articles 20.1 and 20.1.1, where the Board and the ATA Local #73 have agreed to a variation of the number of minutes set out in Article 20 to accommodate school year changes to the number of instructional days, such agreement shall be binding on the parties covered in this agreement. This should be agreed to annually by April 30.

# **LETTER OF UNDERSTANDING**

**Between  
St. Albert Public School Board  
And  
Alberta Teachers' Association**

## **Letter of Understanding – Principal Lieu Days**

Effective September 1, 2013, school-based principals will be granted two (2) paid leave day(s) per school year, at a time mutually agreeable to the principal and the superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the principal and the superintendent, the Employer shall pay out the unused paid leave days at 1/200<sup>th</sup> of the principal's annual salary and allowance by the end of June each year. This letter expires and shall have no further force and effect as of June 30, 2016.