

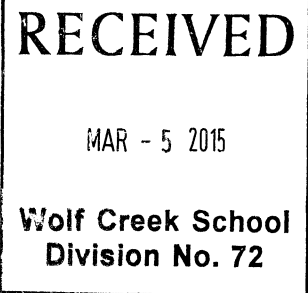
***Wolf Creek School Division No. 72***

***and***

***The Alberta Teachers' Association***

***Collective Agreement***

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



10/10/10

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This Agreement is made in duplicate this 15th day of OctoberAD, 2013 pursuant to the *School Act* and the *Labour Relations Code (RSA)*.

Between

Wolf Creek School Division No 72  
(hereinafter called "the Employer")

and

The Alberta Teachers' Association, a body corporate incorporated  
under the laws of the Province of Alberta  
(hereinafter called "the Association")

Whereas the Association is the bargaining agent for the teachers employed by the Employer; and

Whereas terms and conditions of employment and salaries have been the subject of negotiations between the parties, and

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual and other covenants herein contained the parties agree as follows:

## **1.0 APPLICATION**

1.1 This agreement applies to all employees of the Employer who as a condition of their employment must possess a valid teaching certificate issued under the authority of the Department of Education, the Province of Alberta, herein collectively called the teachers, or where the context requires, teacher, except those designated as:

- (a) Superintendent
- (b) Deputy Superintendent
- (c) Associate/Assistant Superintendent
- (d) Director

1.1.1 All teachers employed by the Employer shall be members of the Alberta Teachers' Association.

1.2 The matters negotiated by the parties in respect of the salaries and the terms and conditions of the teachers' employment with the Employer are governed by the provisions of this Agreement and any statutory provisions relating thereto.

## **2.0 MANAGEMENT RIGHTS**

2.1 The Employer retains those residual rights of management not specifically limited by the terms of this Agreement.

## **3.0 TERM OF AGREEMENT**

3.1 Unless otherwise specifically provided for, this Agreement shall take effect September 1, 2012 and terminates on August 31, 2016. Either party may give to the other not less than sixty (60) nor more than one-hundred and eighty (180) days prior to the termination of this Agreement a notice in writing of its intention to commence collective bargaining. At the first meeting between the parties following such notice, the parties shall exchange the particulars of all changes sought. Negotiations shall be limited to the items in the two lists combined.



3.2 If neither party submits notice as per Clause 3.1, this agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per Clause 3.1.

3.3 The wording and figures contained in the articles and schedules of this Agreement shall not be changed by either party, except through mutual agreement.

#### 4.0 SALARY SCHEDULE

4.1 The Employer shall pay all teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise. One (1) month salary shall be one-twelfth part of the annual salary at the rate in effect that month.

4.2 The number of years of teacher education and the years of teaching experience, as computed according to this Agreement, shall together determine the basic salary rate of each teacher employed by the Employer.

4.3 The following salary schedule shall be effective as indicated:

Effective September 1, 2012

	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0				58,503	61,996	65,601
1				61,910	65,396	68,998
2				65,313	68,800	72,398
3				68,718	72,200	75,795
4				72,122	75,602	79,193
5				75,528	79,004	82,594
6				78,934	82,407	85,991
7	54,300			82,337	85,805	89,389
8				85,742	89,208	92,787
9		60,941	68,399	89,146	92,608	96,185
10				92,551	96,013	99,584

Effective September 1, 2015

	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
0				59,673	63,236	66,913
1				63,148	66,704	70,378
2				66,619	70,176	73,846
3				70,092	73,644	77,311
4				73,564	77,114	80,777
5				77,039	80,584	84,246
6				80,513	84,055	87,711
7	55,386			83,984	87,521	91,177
8				87,457	90,992	94,643
9		62,160	69,767	90,929	94,460	98,109
10				94,402	97,933	101,576

#### 4.3.1 Lump Sum Payment

A one-time lump sum payment of one per cent (1%) of the annual salary as set out in the salary grid contained in this Collective Agreement as at November 15, 2015 shall be paid to all teachers under contract on that date. This payment shall be paid no later than the end of December of 2015.

- 4.4 Nothing in this Agreement shall reduce the basic salary of a teacher below the basic salary payable to him/her immediately prior to the effective date of this Agreement.
- 4.5 Provisions of this Agreement in respect of salary and benefit premiums as per Article 16.2 shall be applicable to part-time teachers on a prorated basis, who shall receive only that portion of salary and benefit premiums that the period of actual service in the year bears to a year of full-time service.

### 5.0 SUBSTITUTE TEACHERS

5.0.1 Only certified teachers shall be employed as substitute teachers.

5.1 The substitute teacher rate of pay is to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

Effective September 1, 2012 substitute teachers shall be paid at the rate of \$198.91 per day, including vacation pay.

Effective September 1, 2015 substitute teachers shall be paid at the rate of \$202.89 per day, including vacation pay.

5.1.1 A substitute teacher shall be paid 60 per cent (60%) of the full day rate indicated in Clause 5.1 for each partial day worked. If the assignment includes time in both the morning and afternoon the substitute teacher shall be paid for a full day.

5.2 When a substitute teacher has taught for more than five (5) days consecutively in one position, he/she shall be placed on the salary grid in accordance with his/her years of training and experience, such placement to be effective from the sixth (6th) day of service in that position.

5.3 When a substitute teacher is required for a period in excess of five (5) consecutive teaching days in the same teaching assignment, the same substitute teacher shall be retained unless he/she is unwilling to continue the assignment.

5.4 Substitute teachers shall be paid not later than the fifteenth day of the month following, provided the necessary payroll information is submitted no later than the third teaching day of the month following the days taught.

### 6.0 ADMINISTRATION AND ADMINISTRATIVE ALLOWANCES

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

6.1 Principal Allowance

Effective September 1, 2012

- (a) a basic allowance of \$13,287, plus
- (b) \$26.62 per student for 1 - 300 students, plus
- (c) \$18.74 per student for each of the remaining students.

Effective September 1, 2015

- (a) a basic allowance of \$13,554, plus
- (b) \$27.15 per student for 1 - 300 students, plus
- (c) \$19.11 per student for each of the remaining students.

The above allowance applies to all schools except Hutterite Colony Schools. The allowances for these schools are specified in Clause 6.6.4. The above allowance includes Alberta Hospital Patients' School and Ponoka Alternate Supports School.

6.2 Assistant Principal Allowances:

Administrative allowance amounting to fifty per cent (50%) of the allowance received by a principal in accordance with Clause 6.1 shall be paid to each assistant principal. Where the Employer has designated a senior or first assistant-principal, the senior or first assistant-principal shall receive an administrative allowance amounting to sixty percent (60%) of the allowance received by the principal. The pupil count for an assistant principal shall be the same as the count for the principal.

6.3 Acting Principal:

When, in the absence of the principal, the assistant principal acts in his/her place for a period of five (5) or more consecutive days, the assistant principal shall assume the position of acting principal and shall receive an allowance equivalent to that of the principal for the period from and including the sixth day until the return of the regular principal.

6.4 In the absence of the principal from a school where there is no assistant principal or in the absence of both the principal and assistant principal(s) from a school, a teacher shall be designated by the Employer to be acting principal and shall be paid fifty percent (50%) of the principal's allowance should the principal or both the principal and assistant principal(s) be absent for more than three (3) consecutive school days and such allowances shall be payable from day one. Such designation shall terminate upon the return to duty of the principal or either the principal or assistant principal(s), or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

6.5 The pupil and teacher count for purposes of administration and administrative allowances shall be made on September 30th of each year and to be effective on commencement of the current school year.

6.5.1 Student counts for Principals of Outreach schools and Home Education shall be based on the average of the September 30 and March 1 student counts.

6.6 Additional Allowances:

In addition to the salary, specified in 4.3, there shall be paid additional allowances for other designated administrative positions as follows:

Effective September 1, 2012:

6.6.1	Supervisors and Directors -	\$20,610
6.6.2	Co-ordinators and Consultants -	\$10,279
6.6.3	Department Heads	\$3,784

6.6.4 Principals' Allowance for Hutterite Colony Schools:

- (a) a basic allowance equal to twenty-five percent (25%) of the basic allowance specified in Clause 6.1, plus
- (b) \$26.62 per student

Effective September 1, 2015:

6.6.1	Supervisors and Directors -	\$21,022
6.6.2	Co-ordinators and Consultants -	\$10,485
6.6.3	Department Heads	\$3,860

- 6.6.4 Principals' Allowance for Hutterite Colony Schools:  
(a) a basic allowance equal to twenty-five per cent (25%) of the basic allowance specified in Clause 6.1, plus  
(b) \$27.15 per student

6.7 A teacher occupying an administrative position on the date of signing of this Agreement shall continue to retain his/her administrative designation for the term of this Agreement or until he/she vacates the position in the school or is otherwise unable to fulfill the responsibilities of the position.

6.8 The Employer may create or fill administrative positions other than those specifically enumerated in Article 6.7 hereof, provided that additional allowances are negotiated with the A.T.A. Economic Policy Committee's negotiating subcommittee before advertising and filling such position. If after ten (10) days from the time notice is given to the committee no agreement is reached, the Employer may proceed to fill the position with the understanding that the amount of the allowance will be on the bargaining table at the next round of salary negotiations.

6.9 Designation of an Assistant Principal:

In a school where there are nine (9) or more teachers including the principal, the Employer shall designate one (1) teacher to be assistant principal, unless an alternative administrative designation is deemed to be more practical after consultation and agreement between the Employer and the principal of the school concerned.

## 7.0 EXPERIENCE INCREMENTS

7.1 A year of teaching experience shall be earned by teachers providing service for at least the equivalent of one hundred and twenty-five (125) school days with the Employer. Teaching experience earned by part-time teachers shall be accumulated within four (4) consecutive years. When a year of teaching experience has been accumulated, the teacher shall not begin to earn additional teaching experience until an increment has been granted at the beginning of another school year, or February 1st.

The number of years of teacher experience earned by a teacher prior to engagement by the Employer is granted as if it had been teaching experience in schools under the Employer's jurisdiction.

No teacher shall receive increments for experience gained while not holding a valid teaching certificate.

7.2 The adjustment date for changes in the number of increments allowed for teaching experience shall be at the commencement of the school year or February 1st.

7.3 Substitute teaching shall not be counted as teaching experience for incremental purposes, except for those teachers who are under contract.

7.4 The teacher shall be responsible to submit satisfactory evidence of teaching experience to the Employer from other previous employer(s).

7.5 Proof of previous experience, or proof of having applied for same must be submitted to the Employer within forty-five (45) calendar days of commencement of employment, the first day of school of each school year or February 1st, whichever is applicable.



- 7.5.1 If such evidence is submitted within the forty-five (45) calendar days, salary shall be paid according to this experience effective the date of commencement of the school year, or the date of commencement of employment or February 1st, whichever is applicable.
- 7.5.2 If such evidence is not submitted within the aforementioned forty-five (45) days, the teacher shall be placed in the salary schedule according to the most recent acceptable statement of experience, or at the minimum of his category according to years of university education, and salary shall be adjusted effective the beginning of the month following submission of such evidence.
- 7.6 A teacher shall not receive more than one (1) increment per year regardless of circumstances.

## **8.0 TEACHER EDUCATION**

- 8.1 The evaluation of teacher 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 principles and policies established by the Teacher Salary Qualifications Board pursuant to the Memorandum of Agreement dated March 23rd, 1967, among the Department of Education, The Alberta Teachers' Association and The Alberta School Trustees' Association.
- 8.2 The adjustment dates for changes in the allowance for university education are September 1st, and February 1st.
- 8.3 Each teacher claiming additional teacher education, and each teacher commencing employment with the Employer, shall supply satisfactory evidence of teacher education to the Employer within ninety (90) calendar days from commencement of the school year or from the date of commencement of employment or adjustment dates. If satisfactory evidence is not submitted within ninety (90) calendar days, salary shall be adjusted effective the beginning of the month following submission of satisfactory evidence. This clause shall not apply if the teacher submits a copy of his/her application for evaluation of teacher education to the Employer within forty-five (45) calendar days of commencement of employment or adjustment dates.
- 8.4 Until the teacher submits satisfactory evidence, the teacher shall be placed on the salary schedule according to the most recent acceptable statements of qualifications or according to the minimum education requirements for his/her teaching certificate.

## **9.0 PRO RATA**

- 9.1 Teachers coming on staff on the date of signing this Agreement and thereafter shall not be eligible for any allowance for partial years of teacher education.
- 9.2 Teachers receiving pro rata under the previous agreement shall continue to be eligible for such allowances if they successfully complete one (1) fully accredited university course prior to every two (2) year period effective September 1, 1972.
- 9.3 Subsequent to the date of signing of this Agreement, allowance for partial years of teacher education shall be calculated on the difference between the applicable minimum salaries of the years of training.
- 9.4 Teachers fifty-five (55) years of age or older on the date of signing of this Agreement shall not be subject to the requirements for completing university courses as set out in Article 9.2.





## **10.0 VOCATIONAL TEACHERS**

- 10.1 A vocational teacher is any teacher who has an Alberta Journeyman Certificate or its equivalent, and a valid Alberta Teacher Certificate.
- 10.2 In the case of vocational teachers, the Employer shall have the right to determine the initial incremental placement as they deem reasonable and necessary providing such initial placement is no less than that provided for in Article 10.3.
- 10.3 Initial incremental experience shall normally be considered on the basis of:
- (a) One (1) year of experience for each year of vocational experience up to a maximum of seven (7) years, and
  - (b) after the seventh year, one (1) year of experience for every two (2) years of vocational experience.
- 10.4 Vocational experience for Article 10.3 shall be that experience gained following the date a candidate attains journeyman status or equivalent and, further, such experience must be in the vocational area that the candidate is registered in while pursuing the university vocational education program.
- 10.5 The gross salary of such placement shall not exceed the maximum salary for the year of teacher training for which the teacher qualifies as assessed by the evaluation authority as provided in Article 8.1.
- 10.6 Teachers teaching in an area of journeyman certification and holding journeyman's qualifications or the equivalent which have not been recognized under Article 8.1 shall be granted one (1) year of teacher education for such qualifications.
- 10.7 Once placed on a salary schedule, vocational teachers shall, in the same manner as other teachers, move vertically down the grid as their experience increases and horizontally across as their years of teacher training increase.

## **11.0 SICK LEAVE**

- 11.1 In the first year of service with the Employer, a teacher shall be entitled to sick leave as follows:
- (a) An accumulation of the maximum statutory sick leave of twenty (20) days accumulated at two (2) days per month.
  - (b) Should sick leave exceed the number of days of sick leave entitlement resulting in salary deduction, subsequent accumulated sick leave entitlement, to a maximum of twenty (20) days, in the same school year shall be applied and any salary adjustment required shall be made on the last cheque issued to the teacher for the current school year.
- 11.2 During the second and subsequent years of continuous service, annual sick leave with full salary will be granted for the purpose of obtaining necessary medical or dental treatment, or because of accident, sickness or disability for ninety (90) calendar days.
- 11.3 A teacher who has more than one (1) year of continuous service and has been absent due to medical disability shall, upon return to full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days.
- 11.4 Provisions of the sick leave shall be suspended, and the benefits of the A.S.E.B.P. extended disability shall apply where a teacher is so eligible for these A.S.E.B.P. benefits.



- 11.5 A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of more than three (3) consecutive teaching days may be required to present a medical certificate within one (1) month after resuming normal teaching duties.
- 11.6 A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness for a period of three (3) teaching days or less may be required to present a signed statement giving the reason for such absence.
- 11.7 Provisions of this article shall not be applicable when a teacher is on other special leaves, with or without pay, or while on strike.
- 11.8 When a teacher leaves the employ of the Employer, all accumulated sick leave shall be cancelled.
- 11.8.1 Notwithstanding Article 11.8, in the case of a teacher who has had one (1) or more years of continuous service with the Employer, and, within two (2) years, is reemployed by the Employer, he/she shall have his/her entitlement to ninety (90) calendar days of sick leave reinstated.

## **12.0 SABBATICAL LEAVE**

- 12.1 Sabbatical leave shall mean leave of absence granted by the Employer on application by the teacher for the following reasons:
- 12.1.1 Study approved by the Employer for improving the teacher's academic or professional education;
- 12.1.2 Travel or experience which has been approved by the Employer as being useful in improving the teacher's service.
- 12.2 To be eligible for sabbatical leave under Article 12.1.1 or 12.1.2, the teacher shall have served with the Employer for five (5) years.
- 12.3 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 Employer and the teacher for a period of at least two (2) years after resuming his/her duties.
- 12.4 A teacher granted sabbatical leave shall enter into an individual written agreement with the Employer as to the conditions under which he/she shall return to the school system.
- 12.5 All applications for sabbatical leave shall be submitted to the Employer by March 1st preceding the school year in which sabbatical leave is commenced.
- 12.6 The Employer shall, after reviewing the applications for sabbatical leave, determine both the number and the persons to be granted such leave, after considering the seniority of each applicant and the interests of the school system.
- 12.7 A teacher who is granted sabbatical leave for the year shall receive a salary of 50 per cent (50%) of category 4, step 5 for that year. Payments shall be made in equal monthly instalments on the last day of the month. The total allowance is that rate in effect at the time of granting the leave.
- 12.8 The Employer may grant a sabbatical leave for a period of less than one (1) year but greater than one (1) month. A teacher granted such leave shall receive an allowance prorated to the amount provided in Article 12.7 calculated in the ratio that the period of approved leave bears to one (1) year.
- 12.9 Upon resumption of duties, a teacher shall be returned to a position no less favourable than the one which he/she enjoyed before the leave was taken.



## **13.0 MATERNITY AND PARENTING LEAVE**

### **13.1 Maternity Leave**

- 13.1.1 Maternity leave shall be for a maximum period of fifteen (15) weeks.
- 13.1.2 Written notice of intent to take such leave must be forwarded to the Superintendent or designate at least four (4) weeks prior to the commencement of the leave.
- 13.1.3 Prior to commencement of a maternity leave as specified in the Collective Agreement, a teacher shall choose either (1) or (2) below. That choice shall become irrevocable on the first day of absence.
- 1) The teacher may access the Supplemental Unemployment Benefits (SUB) Plan.
    - (a) The Employer shall implement a Registered Supplemental Unemployment Benefits Plan which shall provide teachers on maternity leave with ninety-five per cent (95%) of gross salary during fifteen (15) weeks of the leave. The SUB plan shall be appended to this Collective Agreement.
    - (b) The Employer shall pay the portion of the teacher's benefit plan premiums specified in Articles 16.2 (a-e) of the Collective Agreement.
  - (2) The teacher may access sick leave entitlement with pay as specified elsewhere in this Collective Agreement for the health-related portion of the maternity leave as determined by medical documentation provided by her doctor.
- 13.1.4 (a) Written notice of the date on which the teacher intends to return to work must be forwarded to the Superintendent or designate.
- (b) Teachers returning from maternity leave shall be returned to the position held at the commencement of the leave.
- (c) The phrase "returned to the position held at the commencement of the leave" in Article 13.1.4 (b) does not imply that a teacher on leave has any advantage or disadvantage in the event that a staff reduction or program change becomes necessary in a particular school.

### **13.2 PARENTING LEAVE**

- 13.2.1 In addition a teacher is eligible for a parenting leave without pay or benefits up to thirty-seven (37) consecutive weeks. Teachers on a parenting leave may make arrangements through the Administration office to pay the entire cost of premiums for all applicable benefits.
- 13.2.2 Written notice of intent to take such leave must be forwarded to the Superintendent or designate at least six (6) weeks prior to the commencement of the parental leave unless a medical condition to the birth mother or child makes it impossible to comply; or in the case of the adoptive child the date of the placement was not foreseeable.
- 13.2.3 In the case of an employee entitled to maternity leave, the thirty-seven (37) consecutive weeks starts immediately following the last day of maternity leave.
- 13.2.4 In the case of a parent, the thirty-seven (37) consecutive weeks may be taken by the teacher within five-two (52) weeks of the birth of the child. This provision is intended to allow a father to take leave and access the parental benefits under federal employment insurance.
- 13.2.5 In the case of an adoptive parent, the thirty-seven (37) consecutive weeks may be taken by the teacher within fifty-two (52) weeks of the child being placed with the adoptive parents.
- 13.2.6 If the parents are both teachers of the Employer, the Employer is not required to give the parental leave to more than one (1) teacher at a time.



- 13.2.7 (a) Written notice of the date on which the teacher intends to return to work must be forwarded to the Superintendent or designate.
- (b) Teachers returning from this leave shall be returned to the position held at the commencement of the leave.
- (c) Notwithstanding Article 13.2.7(a), teachers returning from this leave at a later date satisfactory to both parties shall return to the position held at the commencement of the leave.
- (d) The phrase "returned to the position held at the commencement of the leave" in Article 13.2.7(b) does not imply that a teacher on leave has any advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.

#### 14.0 OTHER LEAVES OF ABSENCE

14.1 A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorized leave of absence approved by the Employer pursuant to Section 111(1)(d)(i) of The School Act, where such teacher is absent:

14.2 For not more than five (5) teaching days for each occurrence because of the critical illness or death of spouse, child, parent, step-parent, legal guardian, brother, sister, step-sibling, parents of spouse, grandparents, grandchildren, grandparents of spouse, brother-in-law, sister-in-law, or a relative who is a member of the teachers' household and up to one (1) teaching day to attend the funeral of aunts and of uncles of the teacher or spouse, or nieces or nephews of the teacher.

14.3 Because, despite reasonable effort, he/she is unable to travel to his/her school from his/her usual place of residence because of:

- (a) inclement weather,
- (b) impassable road conditions, or
- (c) the failure of transportation facilities other than his/her own.

14.4 Leave of absence of up to four (4) days per school year may be used by a teacher to attend to private business provided that :

- (a) Written approval has been granted by the principal prior to such leave being utilized, and in the case of principals and central office staff, written approval has been granted by the superintendent prior to such leave being utilized, and
- (b) A salary deduction at the rate contained in Clause 5.1 is made for each day of personal leave taken. A substitute teacher shall be employed to cover the classroom duties of the teacher accessing leave under this clause.

Effective September 1, 2013 this clause shall be amended and replaced as follows:

Leave of absence of up to four (4) days per school year may be used by a teacher to attend to private business provided that:

- (a) prior notice has been given to the principal or designate, and in the case of principals and central office staff, to the superintendent or designate prior to such leave being utilized, and
- (b) a salary deduction at the rate contained in Clause 5.1 is made for each day of personal leave taken. A substitute teacher shall be employed to cover the classroom duties of the teacher accessing leave under this clause.



Effective September 1, 2014 this clause shall be amended and replaced as follows:

- (a) leave of absence of up to one (1) day per school year with no loss of pay or benefits, may be used by a teacher to attend to private business provided that prior notice has been given to the principal or designate, and in the case of principals and central office staff, to the superintendent or designate prior to such leave being utilized.
- (b) Leave of absence of up to three (3) days per school year may be used by a teacher to attend to private business provided that:
  - (i) prior notice has been given to the principal or designate, and in the case of principals and central office staff, to the superintendent or designate prior to such leave being utilized, and
  - (ii) a salary deduction at the rate contained in Clause 5.1 is made for each day of personal leave taken. A substitute teacher shall be employed to cover the classroom duties of the teacher accessing leave under this clause.

- 14.4.1 One (1) day per annum of the aforementioned four (4) personal leave days may be used by a teacher to attend his wife during maternity confinement or to take custody of an adopted child with no deduction made for the cost of a substitute.

Effective September 1, 2014 this clause shall be amended and replaced as follows:

One (1) day per annum of the aforementioned three (3) personal leave days in 14.4(b) may be used by a teacher to attend his wife during maternity confinement or to take custody of an adopted child with no deduction made for the cost of a substitute.

- 14.5 Leave of absence for salary negotiations shall be granted to a maximum of six (6) teachers without loss of salary, provided, however, that the Employer shall be reimbursed by The Alberta Teachers' Association Local No. 3 for the cost of a substitute for each day of such leave.
- 14.6 Additional leaves of absence may be granted by the Employer with or without pay at the discretion of the Employer.
- 14.7 When a teacher is required to serve on a jury or is subpoenaed to appear in the courts as a witness, the Employer will continue to pay the teacher his/her full salary provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses) received by the teacher from the courts is remitted to the Employer.
- 14.8 The Employer shall grant leave of absence with full pay for teachers who are absent to attend to professional business at the local level approved by The Alberta Teachers' Association provided that the Employer is reimbursed for the cost of a substitute for each day of absence. Leave shall not exceed three (3) days per year. The president or designate of the local shall have access to seven (7) additional days of leave under this clause.
- 14.9 Upon written application and meeting of the eligibility requirements specified below, a teacher shall be granted leave of absence as follows:
- (a) For the purposes of Article 14.9 it is understood that the total number of teachers on leave in any one (1) school year shall not exceed five per cent (5%) of the number of full-time equivalent (FTE) employed by the Employer. Furthermore, the Employer shall approve all eligible applications up to a number equivalent to five per cent (5%) of the number of FTE teachers in its employ. In the event that applications for leave exceed five per cent (5%) of the number of FTE teachers for a given school year, it is understood that the unsuccessful applicants be given first priority upon reapplication for the following school year.
  - (b) i Teachers returning from leave (Article 14.9) shall be returned to the position held at the commencement of the leave.



- ii) The phrase "returned to the position held at the commencement of the leave" in Article 14.9 (b)(i) does not imply that a teacher on leave has any advantage or disadvantage in the event that a staff reduction or program change becomes necessary in a particular school.
  - (c) It is understood that no increments will be earned by a participant during the period of leave unless the leave time is used in such a manner that increments would normally be granted as determined in the Collective Agreement.
  - (d) It is understood that leave taken under Article 14.9 will be without pay, however, the teacher may make arrangements to pay his/her benefit premiums for the duration of the leave through the School Division office.
  - (e) To be eligible for leave of absence under Article 14.9 the teacher must have been employed by the Employer for a minimum of five (5) years.
  - (f) The duration of the leave will be determined through mutual agreement of the teacher and the superintendent.
  - (g) Upon mutual agreement, a deferral option of up to one (1) school year may be exercised by the applicant (teacher) or the Employer. However, in no circumstance shall the deferral involve more than two (2) school years.
  - (h) Normally, written application must be made no later than ninety (90) calendar days prior to the leave being taken and notification of approval shall be provided no later than sixty (60) calendar days, from receipt of application. However, in extenuating circumstances applications filed outside of the above mentioned time lines may be considered.
- 14.10 For the period of one (1) day necessary to attend convocation at a post-secondary institution at which the teacher or the teacher's son, daughter, or spouse is graduating.
- 14.11 A teacher is entitled to one (1) day of leave per year with no deduction to attend to the medical needs of the teacher's child, parent, spouse or other person living in the teacher's household. Unused days may accumulate to a maximum of two (2) days.
- 14.12 Subject to the operational requirements and the approval of the Superintendent, members of the executive for the local will be granted release time. The maximum total combined time for all members granted release time cannot exceed 0.5 FTE. The local will reimburse the board for total costs associated with the release time, with no cost to the board.

## **15.0 TRANSFERS**

- 15.1 Notwithstanding Section 104 of The School Act, no teacher who has been designated a principal, vice-principal or assistant principal shall be transferred to another school without his/her consent.
- 15.1.1 Provision of Article 15.1 shall apply only to those administrators who are currently designated non-term administrators. Furthermore, it is understood that when there are no longer any non-term administrators employed by the Employer, Articles 15.1 and 15.1.1 shall be deleted from the Collective Agreement.
- 15.2 When the Employer requests a teacher to transfer to another school the Employer shall move him/her or shall pay his/her reasonable moving expenses necessarily incurred by him/her due to such transfer.
- 15.2.1 Unless the teacher agrees, a teacher cannot be involuntarily transferred within three (3) calendar years of the last involuntary transfer.

- 15.2.2 Unless the teacher agrees, the teacher cannot be transferred until after a meeting of the teacher and the Superintendent at which meeting the teacher receives in writing the reasons for the transfer.
- 15.3 Any teacher who becomes an employee of the Employer pursuant to the provisions of Sections 241 and 242 of The School Act, and who had been designated a principal, vice-principal, or assistant principal by his/her former employer retains such designation.

## **16.0 GROUP HEALTH AND INSURANCE PLANS**

16.1 When enrolment and other requirements for group participation in various plans have been met, the Employer will sponsor such plans to the portion agreed upon, and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.

16.2 The Employer shall contribute toward the costs of the various premiums as follows:

- (a) A.S.E.B.P. Extended Disability Income Benefit, Plan D, Life Insurance, Schedule 2 – ninety-five percent (95%) of each teacher's monthly premium.
- (b) A.S.E.B.P. Extended Health Care Plan 1 – 95 per cent of each teacher's monthly premium.
- (c) A.S.E.B.P. Dental Care Plan 3 – ninety-five percent (95%) of each teacher's monthly premium.
- (d) A.S.E.B.P. Vision Care Plan 3- ninety-five percent (95%) of each teachers monthly premium
- (e) Alberta Health Care ninety-five percent (95%) of each teacher's monthly premium.

Effective September 1, 2015 the contribution rates indicated shall increase to ninety-eight per cent (98%).

- 16.3 Subject to the provisions of the master policies, all teachers appointed to the staff of the Employer after the signing of this Collective Agreement shall be required to enroll in the A.S.E.B.P. Plans and A.H.C. All teachers enrolled in the plans on the signing of this Agreement shall continue to be enrolled in the plans. A teacher may be exempted from participation in the Extended Health Care plan, the dental plan and the A.H.C. plan upon submitting proof of participation in these or similar plans through his or her spouse.
- 16.4 Payments towards benefit plans by the Employer shall permit the Employer to retain and not pass on to teachers, any rebates of premiums otherwise required under Canada Employment and Immigration Commission (previously Unemployment Insurance Commission) Regulations.
- 16.5 Effective from January 1, 1996, benefit plan contributions will be applied in such a manner that the taxable benefits will be reduced to as minimal a level as possible.
- 16.6 The Employer shall continue to make contributions to the benefit plans as indicated, while the teacher is on an approved Extended Disability leave.
- 16.7 The Board shall contribute annually to a health care spending account as follows:
- 16.7.1 The Board shall contribute \$500 for each full-time teacher. Contributions shall be made in ten (10) equal monthly payments for the months of September to June inclusive.
  - 16.7.2 Part-time teachers shall receive health spending account contributions in proportion to the teacher's FTE. In no case shall a part-time teacher receive less than fifty percent (50%) of the annual contribution available to a full-time teacher.
  - 16.7.3 The health spending account shall be administered by A.S.E.B.P. as permitted by the Canada Revenue Agency (CRA) rules for the benefit of that teacher, the teacher's spouse and his/her dependent(s). The unused balance will be carried forward to the extent permitted by the CRA.



- 16.7.4 Teachers leaving the employ of the Board for any reason will forfeit any remaining balance.
- 16.7.5 For the purposes of this article, "eligible teacher" shall mean any teacher on a continuing, probationary or temporary contract.
- 16.7.6 With the exception of those teachers accepted onto the Extended Disability Plan, contributions to a teacher's health spending account shall be suspended where the teacher is absent on unpaid leaves of absence in excess of thirty (30) days, or is on strike or lockout.

## **17.0 GENERAL**

- 17.1 Except for substitute teachers, each teacher shall be paid one-twelfth (1/12th) of his/her annual rate of salary on or before the 26<sup>th</sup> of each month.
- 17.2 Teachers shall be assigned duties for not more than two hundred (200) days in any school year. Any teacher who is in receipt of an administrative allowance as provided in Article 6 shall accept the responsibility for having his/her school units operational on the commencement day of each school term, semester or other division of the school year.
- 17.3 Newly appointed teachers may be required to present a medical certificate of good health and satisfactory proof of age.

## **18.0 CONDITIONS FOR PROFESSIONAL SERVICE**

- 18.1 The Employer shall submit, in writing, proposed Employer regulations pertaining to teachers to:
- (a) the A.T.A. school representative in each school in the Employer's jurisdiction;
  - (b) the secretary of the A.T.A. Local.

In each case it shall be the responsibility of the A.T.A. to provide the Employer with the names of the school representatives and the secretary-treasurer.

- 18.2 The teachers shall, through their representatives, make such representations as they wish concerning any changes proposed by the Employer within three (3) calendar weeks of receipt of written notice of any proposed changes.

## **19.0 GRIEVANCE PROCEDURE**

- 19.1 Any difference between any employee covered by this Agreement and the Employer, or in a proper case between the local of The Alberta Teachers' Association and the Employer concerning the interpretation, application, operation or alleged violation of this Agreement, and further including any dispute as to whether the difference is arbitrable, shall be dealt with as follows, without stoppage of work or refusal to perform work.

### **19.1.1 Step "A"**

Such difference (hereinafter called "a grievance") shall be promptly submitted in writing to the Secretary-Treasurer of the Employer and to the EPC Chair of The Alberta Teachers' Association as the case may be. Such written submission shall be made within thirty (30) days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the articles of this Agreement which it is alleged have been violated and the remedy sought. It shall be the responsibility of the respondent of the grievance to arrange a meeting with the grievor or his/her representative within ten (10) days of receiving notice of the grievance.





### 19.1.2 Step "B"

In the event the grievance is not settled within fifteen (15) days after the date of submission of the grievance in accordance with Step "A", then on or before a further five (5) days have elapsed from the expiration of the aforesaid fifteen (15) day time period, the grievance shall be referred in writing by the grievor specifically and at the same time to the Coordinator of Teacher Welfare of the Alberta Teachers' Association.

Such Grievance Committee shall be composed of representatives of the Employer. The chair of the responding party shall contact the grieving party to set an appropriate date, place, and time to meet in order to attempt to resolve the dispute. The Grievance Committee shall render its decision in respect of the grievance within twenty-one (21) days following the receipt of the submission.

### 19.1.3 Step "C"

In the event the Grievance Committee does not meet within twenty-one (21) days following the receipt of the submission, or in the event the grievor is not satisfied with the decision of the grievance committee, then either party may by written notice require the establishment of an arbitration board as hereinafter provided. Such notice must be given within ten (10) days after the aforesaid twenty-one (21) day time limit expires or if the Grievance Committee fails to render a decision.

- 19.2 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 shall endeavour to select an independent chairman.
- 19.3 If the two (2) members fail to select a chairman within five (5) days after the day on which the latter of the two (2) members is appointed, they shall request the Director of Mediation Services to select a chairman.
- 19.4 The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 19.5 The Arbitration Board shall not change, modify or alter any of the terms of this Agreement.
- 19.6 The Arbitration Board shall give its decision not later than fourteen (14) days after the appointment of the chairman except with the consent of the Employer and the Association, by whose joint consent only shall such limitations of time be extended. The findings and decisions of a majority of an Arbitration Board shall be the findings and decisions of the Arbitration Board and shall be binding on the parties.
- 19.7 Each party to a grievance shall bear the expenses of its respective nominee and the two (2) parties shall bear equally the expenses of the chairman.
- 19.8 Where any references in Article 19.1 to 19.6 inclusive are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory, Employer declared holidays and vacation periods.
- 19.9 The purpose of the grievance procedure is to ensure that all grievances are processed properly and expeditiously. Therefore, strict adherence to the provisions of the grievance procedure is mandatory. If the respondent fails to comply with the provisions of the grievance procedure, the grievance may be processed to the next step. If the grievor fails to comply with the provisions of the grievance procedure, the grievance shall be considered abandoned. Time limits may only be extended by the written agreement of both parties.



## **20. PART-TIME ASSIGNMENTS AND CONTRACTS**

- 20.1 Full-time teachers who hold a continuing contract with the Employer may apply to the Employer for a part-time assignment. Such application must be made not later than April 30 of the school year immediately preceding the year in which the part-time assignment is to take effect.
- 20.2 The Employer may provide a part-time assignment to a full-time teacher under the following terms:
- 20.2.1 The part-time assignment shall continue at the same level of full-time equivalency for a period of two (2) years, at which time an extension may be granted unless:
- (a) the teacher provides notice of his/her intentions to resume full-time duties;
  - (b) the Employer provides notice that the teacher shall resume full-time duties; or
  - (c) the Employer and the teacher mutually agree to a change in the level of full-time equivalency.
- For both (a) and (b) above, notice shall be provided not later than April 30 of the school year immediately preceding the year in which the resumption of full-time duties is to take place.
- 20.3 Notwithstanding 20.2.1 above, the Employer and a teacher may agree to a change in full-time equivalency at any mutually acceptable time.
- 20.4 Teachers returning to full-time duty from part-time assignments or job sharing arrangements under this section shall be placed in the position they held prior to the arrangement.

## **21.0 OTHER**

- 21.1 Except where provisions of the Agreement are made with reference to specific provisions in previous agreements, all previous agreements and salary schedules between or affecting the parties are hereby cancelled.
- 21.2 This Agreement shall enure to the benefit of and be binding upon the parties and their successors.
- 21.3 Teachers required to teach in two (2) or more schools in one (1) day shall be paid kilometrage or travel allowance at the same rate as other Employer personnel.

## **22.0 SUBROGATION**

- 22.1 If the teacher receives sick leave benefits because the teacher has been injured through the fault of another party, the Employer has subrogation rights. This means the teacher may make a claim to recover the amount of these benefits from the other party. Depending on the amount of the outcome of the teacher's claim, the teacher may be obliged to reimburse the Employer for any benefits which have been paid or will be paid to the teacher.

gmr

**23.0 DATE OF AGREEMENT**

**IN WITNESS THEREOF**, the parties hereto execute this Agreement by affixing hereto the signatures of their proper officers on their behalf.

DATED AT Ponoka, Alberta, this 15<sup>th</sup> day of October AD, 2013

**On behalf of  
Wolf Creek School Division No. 72**

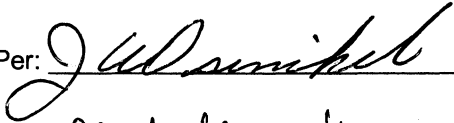
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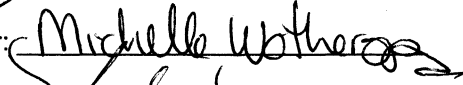
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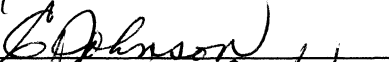
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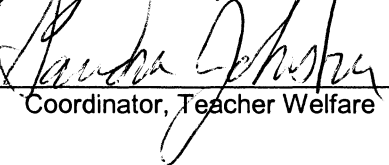
**On behalf of  
The Alberta Teacher's Association**

Per: 

Per: 

Per: 

Per: 

Per:   
Coordinator, Teacher Welfare

**LETTER OF INTENT**

This letter of intent is attached to and forms part of the Collective Agreement between the Wolf Creek School Division No. 72 and The Alberta Teachers' Association.

The parties to agree as follows:

- 1. (a) Opportunity Room Teachers, and Academic and Vocational Counsellors receiving an additional allowance, shall continue to receive this allowance providing, however, that the teacher was a recipient of such an allowance on or before December 31, 1977.
- (b) In addition, the aforementioned teachers are eligible for a general increase of these allowances to the extent agreed by the parties. Those teachers on staff on or before December 31, 1977, in the capacities indicated shall have their allowances adjusted to the following rates:

Effective September 1,2012

Opportunity Room Teachers	\$1,619.00/annum
Academic & Vocational Counsellors	\$2,941.00/annum

Effective September 1,2015


Opportunity Room Teachers	\$1,651.00/annum
Academic & Vocational Counsellors	\$3,000.00/annum


- (c) Teachers hired on or after January 1, 1978 in the capacity of Opportunity Room Teachers and/or Academic and Vocational Counsellors are not eligible for this (these) additional allowances.

- 2. Principals and Assistant (Vice) Principals of the Wolf Creek School Division No. 72 shall for the term of this Agreement receive allowances in accordance with Article 6.1 (a), (b), (c) of this Agreement or in accordance with the provisions of their former Collective Agreement dated January 1, 1977 to December 31, 1977, whichever is greater.

DATED AT Ponoka, Alberta, this 15<sup>th</sup> day of October AD, 2013

**On behalf of  
Wolf Creek School Division No. 72**

Per: 

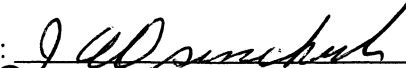
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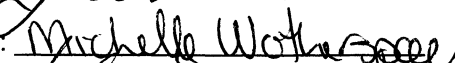
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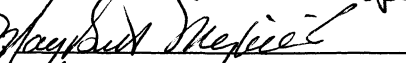
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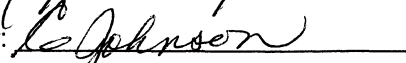
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**On behalf of  
The Alberta Teacher's Association**

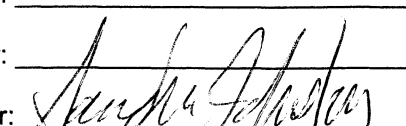
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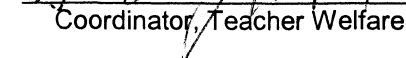
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Per:   
Coordinator, Teacher Welfare

**LETTER OF INTENT**


This letter of intent is attached to and forms part of the Collective Agreement between the Wolf Creek School Division No. 72 and The Alberta Teachers' Association.

The parties to agree to form a committee to jointly collect and share information concerning the issues surrounding teachers in the role of acting administrator. This committee shall provide a report to the Employer and the ATA that may include recommendations to create or amend practice and policy.

SIGNED AT Ponoka, Alberta, this 15<sup>th</sup> day of October AD, 2013

**On behalf of  
Wolf Creek School Division No. 72**

Per: 

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Per: \_\_\_\_\_

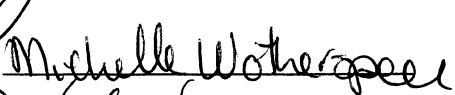
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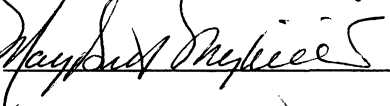
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**On behalf of  
The Alberta Teacher's Association**

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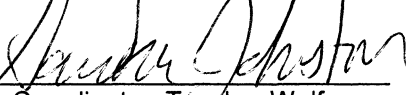
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Coordinator, Teacher Welfare

## Supplemental Unemployment Benefits (SUB) Plan

### Policy:

The SUB Plan is designed to supplement the employment insurance (EI) benefits received by female employees of Wolf Creek School Division No. 72 for temporary unemployment caused by the health-related portion of the employee's maternity leave.

### Guidelines:

1. Coverage:

The following employees of Wolf Creek School Division No. 72 are covered by the supplementation plan:

- a. members of the Alberta Teachers' Association Local No. 3 employed by the Wolf Creek School Division No. 72.
- b. non-unionized support staff employed by Wolf Creek School Division No. 72.

2. The Plan:

The Employer agrees to supplement the E.I. benefits received by the employee to an amount equal to ninety-five per cent (95%) of the employee's regular weekly earnings, falling with the E.I. entitlement period.

This supplemental benefit shall replace sick leave benefits and the employee shall have no access to sick leave benefits during Maternity Leave with the exception of illness claims occurring prior to the commencement of the employee's E.I. entitlement period.

3. Terms and Conditions of Payment:

To be eligible for payments under the Plan, an employee must apply for and be in receipt of E.I. benefits except in the circumstance that the employee is serving the two (2) week E.I. waiting period. The employee must verify for the employer the receipt of such benefits by providing to the employer, forthwith, a copy of an E.I. cheque stub.

The employee shall not be entitled to payment under the supplementation plan until such time as the employer has verified receipt of the E.I. benefit.

Personnel



## Supplemental Unemployment Benefits (SUB) Plan continued

### 3. Terms and Conditions of Payment continued

The employer shall pay its portion of each employee's health plan premiums during her maternity leave.

### 4. Benefit Duration:

The employer agrees to implement a SUB Plan for fifteen (15) weeks. The employee shall not be entitled to any supplementation of E.I. benefits for any period during which the employee would not have been actively at work but for being on maternity leave.

SUB for teachers shall be based on 1/200 of annual salary for each teaching day with adjustments as appropriate according to Section 111 of the School Act.

### 5. Long Term Disability:

The employer shall advise each employee to apply for long term disability benefits at least thirty (30) days in advance of her expected eligibility for such benefit. Following fifteen (15) weeks of disability under the supplementation plan, the employee shall apply for Long Term Disability (LTD) benefits and no further salary, health plan premiums, or supplementation of E.I. benefits shall be payable by the employer.

### 6. Plan Duration:

This Plan will come into effect as of January 1, 1995 and continue from year-to-year unless amended or terminated.

### 7. Accumulated Benefits:

Payments received under the supplementation plan will not reduce the claimant's accumulated sick leave, vacation leave, severance pay or any other accumulated credits from employment.

Adopted:        October 15, 1996




**LETTER OF UNDERSTANDING**  
**Sick Leave**

The parties to agree that the employer will consult with the ATA local prior to any changes in procedures with respect to sick leave management.

SIGNED AT Ponoka, Alberta, this 15<sup>th</sup> day of October AD, 2013

**On behalf of**  
**Wolf Creek School Division No. 72**

Per: 

Per: 

Per: \_\_\_\_\_

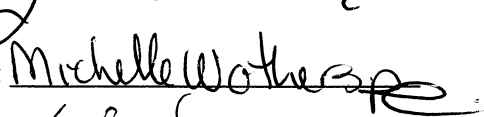
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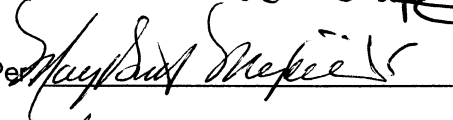
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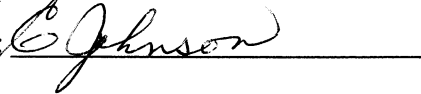
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**On behalf of**  
**The Alberta Teacher's Association**

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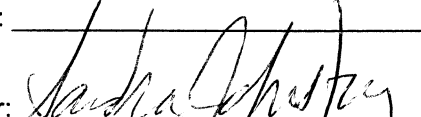
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Per:   
Coordinator, Teacher Welfare



**LETTER OF UNDERSTANDING**  
**Lieu Days for Principals**

Effective September 1, 2013, school-based principals will be granted two (2) paid leave days 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 has no further force and effect as of June 30, 2016.

SIGNED AT Ponoka, Alberta, this 15th day of October AD, 2013

**On behalf of**  
**Wolf Creek School Division No. 72**

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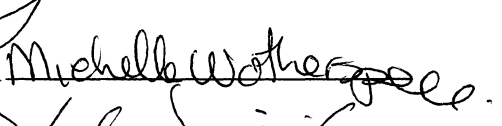
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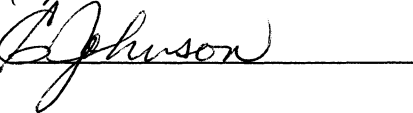
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**The Alberta Teacher's Association**

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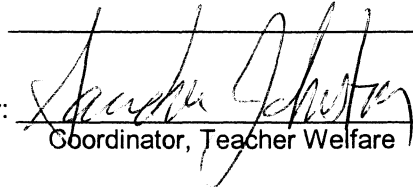
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Per:   
Coordinator, Teacher Welfare

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