

# **COLLECTIVE AGREEMENT**

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

**BETWEEN**

**WOLF CREEK SCHOOL DIVISION NO 72**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

**SEPTEMBER 1, 2016 to AUGUST 31, 2018**

This collective agreement is made this 5<sup>th</sup> of February 2019 between Wolf Creek School Division No 72 (School Jurisdiction) and the Alberta Teachers' Association (Association).

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

Whereas 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. APPLICATION/SCOPE**

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

### **1.2 Excluded Positions**

1.2.1 Superintendent

1.2.2 Deputy Superintendent

1.2.3 Associate/Assistant Superintendent

1.2.4 Director

*1.3 The Association is the bargaining agent for each bargaining unit and:*

*1.3.1 has exclusive authority to bargain collectively with TEBA on behalf of all the teachers in the bargaining units and to bind the teachers in any collective agreement with respect to central terms; and*

*1.3.2 has exclusive authority to bargain collectively with each School Jurisdiction on behalf of the teachers in each bargaining unit with respect to local terms, and to bind the teachers by a collective agreement.*

*1.4 The School Jurisdiction retains those residual rights of management not specifically limited by the terms of this agreement.*

- 1.5 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.6 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.7 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*

## **2. TERM**

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

### **2.2 List Bargaining**

- 2.2.1 *Negotiations regarding the list of central and local matters must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreement and shall be initiated by a written notice from the Association or TEBA to the other.*

- 2.2.2 *If agreement is not reached, the matter shall be determined by arbitration under PECBA.*

### **2.3 Central Matters Bargaining**

- 2.3.1 *Either TEBA or the Association may, by written notice to the other, require the other to begin negotiations. Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence central bargaining by TEBA or the Association must be served not less than 15 days and not more than 30 days after the central matters and local matters have been determined.*

- 2.3.2 *A notice referred to in subsection 2.3.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.*

### **2.4 Local Bargaining**

- 2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Jurisdiction or the Association must be served after, but not more than 60 days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*

2.4.2 A notice referred to in subsection 2.4.1 is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the Labour Relations Code.

## **2.5 Bridging**

2.5.1 Notwithstanding section 130 of the Labour Relations Code, when a notice to commence central bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the collective agreement, until

a) a new collective agreement is concluded, or

b) a strike or lockout commences under Division 13 of Part 2 of the Labour Relations Code during local bargaining.

2.5.2 If a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 11(4) of PECBA or the central terms have otherwise been settled.

## **2.6 Meet and Exchange**

2.6.1 For central table bargaining, representatives of the Association and TEBA shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and TEBA shall exchange details of all amendments sought.

2.6.2 For local table bargaining, representatives of the Association and a School Jurisdiction shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and School Jurisdiction shall exchange details of all amendments sought.

## **2.7 Opening with Mutual Agreement**

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

2.7.2 The Association and the School Jurisdiction may at any time by mutual agreement negotiate revisions to the local matters contained in this collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.

## **2.8 Provision of Information**

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

## **3. SALARY**

### **3.1 Salary Pay Date/Schedule**

- 3.1.1 Except for substitute teachers, each teacher shall be paid one-twelfth (1/12th) of his/her annual rate of salary on or before the 26th of each month.
- 3.1.2 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.

### **3.2 Grid**

- 3.2.1 *The School Jurisdiction 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.*

3.2.2 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 School Jurisdiction.

3.2.3 The following salary schedule shall be effective as indicated:

a) Effective September 1, 2016

<b>Years of Experience</b>	<b>Years of Teacher Training</b>					
	<b>One</b>	<b>Two</b>	<b>Three</b>	<b>Four</b>	<b>Five</b>	<b>Six</b>
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

b) Effective September 1, 2017, C1, C2 and C3 of education will be eliminated. All teachers who currently receive an annual salary under C1, C2 and C3 will be appointed to the next step within the fourth year (C4) that is the nearest, but not less than, the teacher's current annual salary. If that step on the grid is not C4 Max, the teacher is eligible for grid movement on the basis of experience increments.

c) Effective September 1, 2017

<b>Years of Teacher Experience</b>	<b>Years of Teacher Training</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
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	83,984	87,521	91,177
8	87,457	90,992	94,643
9	90,929	94,460	98,109
10	94,402	97,933	101,576

### **3.3 Education**

- 3.3.1 *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 Association and The Alberta School Trustees' Association.*
- 3.3.2 *The adjustment dates for changes in the allowance for university education are September 1st, and February 1st.*
- 3.3.3 *Each teacher claiming additional teacher education, and each teacher commencing employment with the School Jurisdiction, shall supply satisfactory evidence of teacher education to the School Jurisdiction 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 School Jurisdiction within forty-five (45) calendar days of commencement of employment or adjustment dates.*

- 3.3.4 *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.*
- 3.3.5 *Pro-Rata*
- 3.3.5.1 *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.*
- 3.3.5.2 *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.*
- 3.3.5.3 *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.*
- 3.3.5.4 *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 3.3.5.2.*

### **3.4 Experience**

- 3.4.1 *Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:*
- a) *under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and*
- b) *employed as a substitute teacher within the preceding five (5) years.*
- 3.4.2 *A teacher shall be granted only one (1) experience increment during any one (1) school year.*
- 3.4.3 *Previously unrecognized experience gained in one school year with a School Jurisdiction may be carried over for calculation of experience increments in the following school year with that same School Jurisdiction.*



- 3.4.4 *Provisions 3.4.1 through 3.4.3 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016-17 school year with a School Jurisdiction being carried over for calculation of experience increments in the 2017-18 school year with that same School Jurisdiction.*
- 3.4.5 *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 School Jurisdiction. Effective until August 31, 2017, 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.*
- 3.4.6 *The number of years of teacher experience earned by a teacher prior to engagement by the School Jurisdiction is granted as if it had been teaching experience in schools under the Employer's jurisdiction.*
- 3.4.7 *No teacher shall receive increments for experience gained while not holding a valid teaching certificate.*
- 3.4.8 *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.*
- 3.4.9 *The teacher shall be responsible to submit satisfactory evidence of teaching experience to the School Jurisdiction from other previous employer(s).*
- 3.4.10 *Proof of previous experience, or proof of having applied for same must be submitted to the School Jurisdiction 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.*
- 3.4.10.1 *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.*
- 3.4.10.2 *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/her category according to years of university education, and*

*salary shall be adjusted effective the beginning of the month following submission of such evidence.*

*3.4.11 A teacher shall not receive more than one (1) increment per year regardless of circumstances.*

### **3.5 Special Considerations: Vocational Teachers**

- 3.5.1 A vocational teacher is any teacher who has an Alberta Journeyman Certificate or its equivalent, and a valid Alberta Teacher Certificate.
- 3.5.2 In the case of vocational teachers, the School Jurisdiction 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 3.5.3.
- 3.5.3 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.
- 3.5.4 Vocational experience for Article 3.5.3 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.
- 3.5.5 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 3.3.1.
- 3.5.6 Teachers teaching in an area of journeyman certification and holding journeyman's qualifications or the equivalent which have not been recognized under Article 3.3.1 shall be granted one (1) year of teacher education for such qualifications.
- 3.5.7 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 increases.

### **3.6 Other Rates of Pay**

- 3.6.1 Summer School: Teachers who provide instruction during summer school shall receive 1/200 of their salary for full days and 1/400 of their salary for half days.
- 3.6.2 Service outside the Calendar Year: A teacher who agrees to render service outside the calendar year, at the written request of the superintendent, shall be paid 1/200<sup>th</sup> of the teacher's total annual salary for each full day of work, or 1/400<sup>th</sup> of the teacher's total annual salary for each half day of work. This clause does not apply to those teachers in receipt of an administrative allowance.

### **3.7 Other Allowances**

- 3.7.1 Multiple Locations Allowance: 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 School Jurisdiction personnel.

## **4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE**

### **4.1 Creation of New Designations/Positions**

- 4.1.1 The School Jurisdiction may create or fill administrative positions other than those specifically enumerated in Article 4.5.1 hereof, provided that additional allowances are negotiated with the Association Teacher Welfare Committee's (TWC) 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 School Jurisdiction 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.

### **4.2 Administration Allowances**

- a) 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.
- b) 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.
- c) In addition to the foregoing salary, there shall be paid administrative allowances in accordance with the following schedule:

#### **4.2.1 Principal Allowances**

##### *4.2.1.1 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.

##### *4.2.1.2 Effective September 1, 2017:*

- a) a basic allowance of \$13,554, plus
- b) \$27.15 per student for 1 - 300 students, plus
- c) \$23.13 per student for 301 – 500 students plus
- d) \$19.11 per student for each of the remaining students.

4.2.1.3 The above allowance applies to all schools except Hutterite Colony Schools. The allowances for these schools are specified in Clause 4.2.3.4. The above allowance includes the Wolf Creek Education Centre and Wolf Creek Academy.

#### **4.2.2 Assistant Principal Allowances:**

4.2.2.1 Administrative allowance amounting to fifty per cent (50%) of the allowance received by a principal in accordance with Clause 4.2.1 shall be paid to each assistant principal. Where the School Jurisdiction has designated a senior or first assistant-principal, the senior or first assistant-principal shall receive an administrative allowance amounting to sixty per cent (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.

#### **4.2.3 Additional Allowances:**

In addition to the salary, specified in 3.2, there shall be paid additional allowances for other designated administrative positions as follows:

##### *Effective September 1, 2015:*

4.2.3.1 Supervisors and Directors - \$21,022

4.2.3.2 Co-ordinators and Consultants - \$10,485

4.2.3.3 Department Heads - \$3,860

4.2.3.4 Principals' Allowance for Hutterite Colony Schools:

a) a basic allowance equal to twenty-five per cent (25%) of the basic allowance specified in Clause 4.2.1, plus

b) \$27.15 per student

### **4.3 Acting Administrators – Compensation**

4.3.1 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 School Jurisdiction 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 from the school jurisdiction on an instructional day. 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.

### **4.4 Teachers with Principal Designations**

4.4.1 *Effective September 1, 2017, a teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Jurisdiction must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*

4.4.2 *Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on September 1, 2017 may continue under the term contract until the total number of years designated as a principal is five years. When the total length of the principal's designation will be five years as of August 31, 2018, the School Jurisdiction must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*

4.4.3 *For any current principal who is on a term contract(s) for a period of five years or more as of September 1, 2017, the School Jurisdiction must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the*

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

#### **4.5 Other Administrator Designations**

- 4.5.1 *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.*
- 4.5.2 *Any teacher who becomes an employee of the School Jurisdiction 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.*

#### **4.6 Other Administrator Conditions**

- 4.6.1 Allocation and Appointment of Administration: In a school where there are nine (9) or more teachers including the principal, the School Jurisdiction 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 School Jurisdiction and the principal of the school concerned.
- 4.6.2 Any teacher who is in receipt of an administrative allowance as provided in Article 4.2.1, 4.2.2, 4.2.3 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.
- 4.6.3 Days in Lieu: School-based principals will be granted two paid leave days per school year at a time mutually agreed upon by the Principal and the Superintendent or designate.

### **5. SUBSTITUTE TEACHERS**

#### **5.1 Rates of Pay**

- 5.1.1 *Only certified teachers shall be employed as substitute teachers.*
- 5.1.2 *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.*

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

5.1.3.1 *A substitute teacher shall be paid 60 per cent (60%) of the full day rate indicated in Clause 5.1.3 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 Commencement of Grid Rate**

5.2.1 *Number of days to go on grid: 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.*

5.2.2 *Effective September 1, 2017, the period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.*

## **5.3 Other Substitute Teacher Conditions**

5.3.1 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.

5.3.2 Substitute Teacher Hiring: Substitute teacher(s) shall be hired for each teacher absence on an instructional day, where reasonably practicable.

5.3.3 Substitute Teacher Schedule: when a substitute teacher is hired, they shall follow the schedule, including any prep time, of the teacher they are booked to replace, except where the substitute teacher is replacing an Administrator or where the teacher's schedule would be less than a full day but more than a half day where the School Jurisdiction is obligated to pay a full sub pay.

5.3.4 Substitute Teacher Injury: if a substitute teacher is unable to work as a result of an injury incurred at the workplace, the School Jurisdiction shall pay the teacher the per diem rate specified in clause 5.1.3 for a maximum of 5 teaching days immediately following the injury, provided that the inability to work is verified by a physician, on a Substitute Teacher Ability To Work Form jointly created by the School Jurisdiction and the Association, and the

incident is reported to the school administration on the day it occurred through a formal accident report.

## 6. PART TIME TEACHERS

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

### 6.2 *Part-time Teachers Salaries and Benefits*

6.2.1 *Provisions of this Agreement in respect of salary and benefit premiums as per Article 7.1 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.*

### 6.3 Other Part-time Teacher Conditions

6.3.1 The timetable for a continuous part-time teacher shall be contiguous, where reasonably practicable. A continuous part-time teacher whose timetable is not able to be made contiguous will be provided with the rationale for the decision.

#### 6.3.2 Movement between Part-time and Full-time Assignment

6.3.2.1 Full-time teachers who hold a continuing contract with the School Jurisdiction may apply to the School Jurisdiction 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.

6.3.2.2 The School Jurisdiction may provide a part-time assignment to a full-time teacher under the following terms:

6.3.2.2.1 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 School Jurisdiction provides notice that the teacher shall resume full-time duties; or



c) the School Jurisdiction 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.

6.3.2.3 Notwithstanding 6.3.2.2.1 above, the School Jurisdiction and a teacher may agree to a change in full-time equivalency at any mutually acceptable time.

6.3.2.4 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.

## **7. GROUP BENEFITS**

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

*7.1.1 The School Jurisdiction 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-eight per cent (98%) of each teacher's monthly premium.*

b) *A.S.E.B.P. Extended Health Care Plan 1 – ninety-eight per cent (98%) of each teacher's monthly premium.*

c) *A.S.E.B.P. Dental Care Plan 3 – ninety-eight per cent (98%) of each teacher's monthly premium.*

d) *A.S.E.B.P. Vision Care Plan 3 – ninety-eight per cent (98%) of each teachers monthly premium*

e) *Alberta Health Care – ninety-eight per cent (98%) of each teacher's monthly premium.*

*7.1.2 The School Jurisdiction shall continue to make contributions to the benefit plans as indicated, while the teacher is on an approved Extended Disability leave.*

## **7.2 Group Benefits Eligibility**

- 7.2.1 When enrolment and other requirements for group participation in various plans have been met, the School Jurisdiction 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.
- 7.2.2 Subject to the provisions of the master policies, all teachers appointed to the staff of the School Jurisdiction 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.

## **7.3 Health Spending Account**

- 7.3.1 *The School Jurisdiction shall contribute annually to a health care spending account as follows:*
- 7.3.1.1 *The School Jurisdiction 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.*
- 7.3.1.2 *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.*
- 7.3.1.3 *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.*
- 7.3.1.4 *Teachers leaving the employ of the School Jurisdiction for any reason will forfeit any remaining balance.*
- 7.3.1.5 *For the purposes of this article, "eligible teacher" shall mean any teacher on a continuing, probationary or temporary contract.*

7.3.1.6 *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.*

## **7.4 Other Group Benefits**

### **7.4.1 Employment Insurance Premium Reduction**

7.4.1.1 Payments towards benefit plans by the School Jurisdiction shall permit the School Jurisdiction 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.

7.4.1.2 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.

### **7.4.2 Subrogation**

7.4.2.1 If the teacher receives sick leave benefits because the teacher has been injured through the fault of another party, the School Jurisdiction 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 School Jurisdiction for any benefits which have been paid or will be paid to the teacher.

### **7.4.3 Benefit Pre-payment**

7.4.3.1 Any leave where teachers would have to pay for their own benefits, the teacher shall have the option to pre-pay for benefit contribution. In the event that the actual cost of benefits during the leave exceeds the pre-payment, the teacher remains responsible for the difference between what was pre-paid and the actual cost of the benefits.

## **8. CONDITIONS OF PRACTICE**

### **8.1 Teacher Instructional and Assignable Time**

8.1.1 *Effective September 1, 2017, teacher instructional time will be capped at 907 hours per school year commencing the 2017-18 school year.*

8.1.2 *Effective September 1, 2017, teacher assignable time will be capped at 1200 hours per school year commencing the 2017-18 school year.*

### **8.2 Assignable Time Definition**

8.2.1 *Assigned Time is defined as the amount of time that School Jurisdictions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*

*a) operational days (including teachers' convention)*

*b) instruction*

*c) supervision, including before and after classes, transition time between classes, recesses and lunch breaks*

*d) parent teacher interviews and meetings*

*e) School Jurisdiction and school directed professional development, time assigned to teacher professional development, and travel as defined in Clause 8.2.3*

*f) staff meetings*

*g) time assigned before and at the end of the school day*

*h) other activities that are specified by the School Jurisdiction to occur at a particular time and place within a reasonable work day.*

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

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

*a) the teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).*

*b) the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.*

*c) the time is spent traveling to and from the teacher's annual convention.*

### **8.3 Other Conditions of Practice**

8.3.1 *Teachers shall be assigned duties for not more than two hundred (200) days in any school year.*

### **8.4 Extracurricular**

8.4.1 *The School Jurisdiction and the Association agree that while both the School Jurisdiction and the Association acknowledge the value of extracurricular activities in enriching our schools, it is recognized that teacher involvement in extracurricular activities is voluntary.*

## **9. PROFESSIONAL DEVELOPMENT**

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

9.1.1 *Teacher Professional Growth Plans will consider but will not be required to include the School Jurisdiction's goals.*

9.1.2 *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*

9.1.3 *School Jurisdictions and/or schools are not restricted in developing their own staff development plan in which the School Jurisdiction and/or school may require teachers to participate.*

## **9.2 Professional Improvement Leave**

- 9.2.1 Sabbatical leave shall mean leave of absence granted by the School Jurisdiction on application by the teacher for the following reasons:
- 9.2.1.1 Study approved by the School Jurisdiction for improving the teacher's academic or professional education;
  - 9.2.1.2 Travel or experience which has been approved by the School Jurisdiction as being useful in improving the teacher's service.
- 9.2.2 To be eligible for sabbatical leave under Article 9.2.1.1 or 9.2.1.2, the teacher shall have served with the School Jurisdiction for five (5) years.
- 9.2.3 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 School Jurisdiction and the teacher for a period of at least two (2) years after resuming his/her duties.
- 9.2.4 A teacher granted sabbatical leave shall enter into an individual written agreement with the School Jurisdiction as to the conditions under which he/she shall return to the school system.
- 9.2.5 All applications for sabbatical leave shall be submitted to the School Jurisdiction by March 1st preceding the school year in which sabbatical leave is commenced.
- 9.2.6 The School Jurisdiction 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.
- 9.2.7 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.
- 9.2.8 The School Jurisdiction 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 9.2.7 calculated in the ratio that the period of approved leave bears to one (1) year.

- 9.2.9 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.

## **10. SICK LEAVE / Medical Certificates and Reporting**

- 10.1 *In the first year of service with the School Jurisdiction, 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.*
- 10.2 *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.*
- 10.3 *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.*
- 10.4 *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.*
- 10.5 *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.*
- 10.6 *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.*
- 10.7 *Provisions of this article shall not be applicable when a teacher is on other special leaves, with or without pay, or while on strike.*

10.8 *When a teacher leaves the employ of the School Jurisdiction, all accumulated sick leave shall be cancelled.*

10.8.1 *Notwithstanding Article 10.8, in the case of a teacher who has had one (1) or more years of continuous service with the School Jurisdiction, and, within two (2) years, is reemployed by the School Jurisdiction, he/she shall have his/her entitlement to ninety (90) calendar days of sick leave reinstated.*

## **11. MATERNITY, ADOPTION AND PARENTAL LEAVE**

### **11.1 Maternity Leave/Parental Leave/Adoption Leave**

#### **Maternity Leave**

11.1.1 *Maternity leave shall be for a maximum period of fifteen (15) weeks.*

11.1.2 *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.*

11.1.3 *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 School Jurisdiction 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 School Jurisdiction shall pay the portion of the teacher's benefit plan premiums specified in Articles 7.1.1 (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.*

11.1.4 *(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 11.1.4(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.*

### **Parental/Adoption Leave**

*11.1.5 In addition a teacher is eligible for a parenting leave without pay or benefits up to thirty-seven (37) consecutive weeks.*

*11.1.6 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.*

*11.1.7 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.*

*11.1.8 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 the federal employment insurance.*

*11.1.9 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.*

*11.1.10 If the parents are both teachers of the School Jurisdiction, the School Jurisdiction is not required to give the parental leave to more than one (1) teacher at a time.*

*11.1.11 (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 11.1.11(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 11.1.11(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.*

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

- 11.2.1 *Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.*
- 11.2.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the School Jurisdiction to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 12 months.*
- 11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Jurisdiction will continue paying the School Jurisdiction portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*
- 11.2.4 *A teacher who commits to Clause 11.2.3 is responsible to repay the amount of the School Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.*
- 11.2.5 *If a teacher fails to return to his/her teaching duties, the teacher shall be responsible to forthwith repay the School Jurisdiction paid benefit premiums, and shall reimburse the School Jurisdiction upon receipt of an invoice.*
- 11.2.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Jurisdiction under Clause 11.2.3 the teacher is not eligible to reapply for additional consideration under Clause 11.2.3.*

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

*12.1 Effective September 1, 2014:*

(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 5.1.3 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.*

12.2 *Effective September 1, 2014: One (1) day per annum of the aforementioned three (3) personal leave days in 12.1(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.*

### **13. ASSOCIATION LEAVE AND SECONDMENT**

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

13.2 *Upon written request to the superintendent or designate, the School Jurisdiction may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the School Jurisdiction. The Association will reimburse the School Jurisdiction as per Clause 13.1. Such leaves will not be unreasonably denied.*

13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local official already named in the collective agreement the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed*

*to by the School Jurisdiction, the teacher, and the Association and is at no cost to the School Jurisdiction.*

*13.3.1 Members of the executive for the local will be granted release time for a maximum of 0.5 FTE. The local will reimburse the School Jurisdiction in accordance with Article 13.4.*

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

## **14. OTHER LEAVES**

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 School Jurisdiction pursuant to Section 111(1)(d)(i) of *The School Act*, where such teacher is absent:

### **14.1 Critical Illness / Bereavement Leave**

14.1.1 For not more than five (5) teaching days for each occurrence because of the critical illness 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 teacher's household.

14.1.2 For not more than five (5) teaching days for each occurrence because of the 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 teacher's household.

14.1.3 Up to a total of two (2) teaching days, with pay and benefits, per school year to attend the funeral of any other person.

### **14.2 Inclement Weather/ Impassable Road Conditions Leave**

14.2.1 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.

### **14.3 Family Needs Leave**

14.3.1 Effective November 6<sup>th</sup>, 2017, a teacher shall be granted (1) day leave of absence with pay per year for the purpose of supporting a teacher's family member when taking care of their obligation/needs, where the assistance of the teacher is required. Any absence from the work site for family needs leave shall be recorded as such. The reduction in the entitlement for each occurrence of a family needs leave shall be a minimum of one half day. Unused days may accumulate up to a maximum of two (2) days.

### **14.4 Military Reservist Leave**

14.4.1 When a teacher who is a part-time member of the Canadian Armed Forces (CAF), as Reserve Force, is called into active service and/or required to attend mandatory training, the teacher shall be granted the leave required to meet their obligations to the CAF.

### **14.5 Discretionary Leave**

14.5.1 *Additional leaves of absence may be granted by the School Jurisdiction with or without pay at the discretion of the School Jurisdiction.*

### **14.6 Jury Duty Leave**

14.6.1 When a teacher is required to serve on a jury or is subpoenaed to appear in the courts as a witness, the School Jurisdiction 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 School Jurisdiction.

### **14.7 Graduation, Convocation and University Exams Leave**

14.7.1 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.

### **14.8 Long-term Leave of Absence**

14.8.1 *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 14.8 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 School Jurisdiction. Furthermore, the School Jurisdiction 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 14.8) 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 14.8.1 (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 14.8 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 14.8 the teacher must have been employed by the School Jurisdiction 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 School Jurisdiction. 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.*

## 15. CENTRAL GRIEVANCE PROCEDURE

15.1 *This procedure applies to differences:*

a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*

b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*

c) *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*

15.2 *"Central item" means any item which is in italics in this collective agreement.*

15.3 *A "non-central item" means any item which is not in italics in this collective agreement.*

15.4 *An "operational" day is an instructional or non-instructional day in the School Jurisdiction calendar on which teachers are scheduled to work.*

15.5 *If there is a dispute about whether a grievance commenced under this article is properly a grievance on a central item, it shall be processed under this article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the local grievance procedure in Article 16.*

15.6 *Either TEBA or the Association may initiate a grievance by serving a written notice of a difference as follows:*

a) *In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*

b) *In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*

15.7 *The written notice shall contain the following:*

a) *A statement of the facts giving rise to the difference,*

b) *The central item or items relevant to the difference,*

c) *The central item or items and the non-central item or items, where the difference involves both, and*

d) *The remedy requested.*



- 15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*
- 15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the School Jurisdiction affected by the difference may be invited to participate in the discussion about the difference.*
- 15.10 *The difference may be resolved through terms mutually agreed upon by TEBA and the Association. Any resolution is binding on TEBA, the Association, the affected School Jurisdiction, and any affected teacher or teachers.*
- 15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*
- 15.12 (a) *Each party shall appoint one member as its representative on the Arbitration Board within 15 operational days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within 15 operational days of the appointment of the second of them appoint a third person who shall be the Chair. In the event of any failure to appoint or an inability to agree on the person to serve as the Chair, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- (b) *TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three-person Arbitration Board. In this event TEBA and the Association shall within 15 operational days of the agreement to proceed with a single arbitrator appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*
- 15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*
- 15.14 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*

a) An affected School Jurisdiction rectify any failure to comply with the collective agreement.

b) An affected School Jurisdiction pay damages to the Association, affected teacher or teachers, or both.

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

15.15 The award of the Arbitration Board is binding on:

a) TEBA and the Association.

b) Any affected School Jurisdiction.

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

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

## **16. LOCAL GRIEVANCE PROCEDURE**

16.1 Any difference between any employee covered by this Agreement and the School Jurisdiction, or in a proper case between the local of The Association and the School Jurisdiction 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.

### **16.1.1 Step "A"**

Such difference (hereinafter called "a grievance") shall be promptly submitted in writing to the Secretary-Treasurer of the School Jurisdiction and to the TWC Chair of the 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.

### **16.1.2 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 Association.

Such Grievance Committee shall be composed of representatives of the School Jurisdiction. 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.

#### 16.1.3 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.

- 16.2 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.
- 16.3 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.
- 16.4 The Arbitration Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 16.5 The Arbitration Board shall not change, modify or alter any of the terms of this Agreement.
- 16.6 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 School Jurisdiction 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.
- 16.7 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.

16.8 Where any references in Article 16.1 to 16.6 inclusive are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory, School Jurisdiction declared holidays and vacation periods.

16.9 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.

## **17. EMPLOYMENT**

### **17.1 Transfers**

17.1.1 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.

17.1.1.1 Provision of Article 17.1.1 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 School Jurisdiction, Articles 17.1.1 and 17.1.1.1 shall be deleted from the Collective Agreement.

17.1.2 When the School Jurisdiction requests a teacher to transfer to another school the School Jurisdiction shall move him/her or shall pay his/her reasonable moving expenses necessarily incurred by him/her due to such transfer.

17.1.2.1 Unless the teacher agrees, a teacher cannot be involuntarily transferred within three (3) calendar years of the last involuntary transfer.

17.1.2.2 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.

### **17.2 Information and Files**

17.2.1 Conditions for Professional Service:

17.2.1.1 The School Jurisdiction shall submit, in writing, proposed School Jurisdiction regulations pertaining to teachers to:

a) the Association school representative in each school in the School Jurisdiction;

b) the secretary of the Association Local.

17.2.1.2 In each case it shall be the responsibility of the Association to provide the School Jurisdiction with the names of the school representatives and the secretary-treasurer.

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

17.2.2 Newly appointed teachers may be required to present a medical certificate of good health and satisfactory proof of age.

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

Dated at Edmonton, Alberta this 5<sup>th</sup> day of February, 2018.

On behalf of  
Wolf Creek School Division No 72

On behalf of  
The Alberta Teachers' Association

<u>Danula Hanson</u>	<u>DTX</u>
<u>Suzanne Henry</u>	<u>[Signature]</u>
<u>Jim Lewis</u>	<u>[Signature]</u>
<u>Roger Hall</u>	<u>[Signature]</u>
<u>[Blank]</u>	<u>Sandra Johnston</u>

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

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

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

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

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

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

1. For the purposes of this Letter of Understanding only, the following definitions apply:
  - 1.1 “comparator agreement” means the provincial collective agreements listed below for the period commencing April 1, 2017:
    - Government of Alberta and the Alberta Union of Provincial Employees respecting the Locals 1, 2, 3, 4, 5, 6 and 12
    - Alberta Health Services and United Nurses of Alberta
    - Alberta Health Services and the Health Sciences Association of Alberta
    - Alberta Health Services and Alberta Union of Provincial Employees – Auxiliary Nursing
    - Alberta Health Services and Alberta Union of Provincial Employees – General Support Services
  - 1.2 “first year” means with respect to a comparator agreement the period from April 1, 2017 to March 31, 2018.
  - 1.3 “second year” means with respect to a comparator agreement the period from April 1, 2018 to March 31, 2019.
  - 1.4 “general salary increase” means a salary increase percentage applied to all steps of all grids of a comparator agreement.
  - 1.5 For greater certainty, “general salary increase” does not include market supplements or adjustments, grid adjustments, signing bonuses, reclassifications, changes to benefit premium cost sharing, new benefits or any other form of compensation whatsoever other than a common percentage increase applied to all steps of all grids applicable to each bargaining unit. It includes only such general salary increases negotiated, prior to a strike or lockout, and does not include any increases resulting from a voluntary interest arbitration award, a disputes inquiry board recommendation, or a settlement during or following a strike or lockout.
  - 1.6 “Lump sum payment” means a one-time payment, consistent with other one-time payments sometimes referred to as signing bonuses. “Lump sum payment” explicitly does not include the continuation or renewal of lump sum payments currently provided in existing comparator agreements between School Jurisdictions and unions listed in Clause 1.1 of this Letter of Understanding.



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

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

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

**Letter of Understanding # 4: Re Centralize Substitute Teacher Budget**

The School Jurisdiction agrees to provide a letter to the Negotiating Sub-Committee stating the current practice of having a divisional centralized substitute teacher budget, its purpose and uses.

**Letter of Understanding #5: Re Colony Teachers Access to Cell Phones and Copying Services**

The School Jurisdiction proposes to provide a letter to Colony Principals outlining the current options available to administrators regarding cell phones, photocopying, and colour copies. A copy of this letter will be provided to the Negotiating Sub-Committee.

**Letter of Understanding #6: Re Professional Development for Teachers**

The School Jurisdiction will establish a joint-committee with the Wolf Creek Association Local #3 to review teacher professional development. Specifically, the purpose of the committee will be to look at the authorized used of Wolf Creek allocated professional development funds and the roll-over of the unused professional development funds. The Committee will provide input into the development of a new Administrative Procedure on Teacher Professional Development. The Committee will make representation to the Superintendent by May 31, 2018.

**Substitute Teacher Injury Form**  
**Substitute Teacher Ability to Work From**

**Physician Information:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Certified Specialist: Yes\_\_\_ No\_\_\_ Specialty: \_\_\_\_\_

**Patient Information:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

I hereby authorize the release to \_\_\_\_\_

1. General diagnosis of the patient as medical fit to teach. Yes\_\_\_ No\_\_\_  
2. Prognosis of time before the patient is expected to be able to return to normal duties.

\_\_\_\_\_

3. The patient is involved in an active treatment program Yes\_\_\_ No\_\_\_  
4. Does the patient require any accommodations at the workplace? Yes\_\_\_ No\_\_\_  
5. What are the necessary accommodations, if any, required:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Patient Signature)

\_\_\_\_\_  
(Physician Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

*The information in this report is considered **confidential**. Wolf Creek Public Schools will reimburse the substitute teacher the fee charged by the physician, for the completion of this form. Please attach your invoice.*

## Letter of Intent #1

This letter of intent is attached to and forms part of the Collective Agreement between the Wolf Creek School Division No. 72 and The 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, 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 4.2.1.1 (a), (b), (c) and Article 4.2.1.2 (a), (b), (c), (d) 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.

## **Letter of Intent #2**

This letter of intent is attached to and forms part of the Collective Agreement between the Wolf Creek School Division No. 72 and The 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 School Jurisdiction and the Association that may include recommendations to create or amend practice and policy.



## **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 EI 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 EI 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 EI 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 EI benefits except in the circumstance that the employee is serving the two (2) week EI waiting period. The employee must verify for the employer the receipt of such benefits by providing to the employer, forthwith, a copy of an EI 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 EI benefit.

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 EI 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 EI 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*