

# **COLLECTIVE AGREEMENT**

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

**BETWEEN**

**THE WOLF CREEK SCHOOL DIVISION**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

This collective agreement is made this \_\_\_\_ of \_\_\_\_\_ 20\_\_ between The Wolf Creek School Division (School Division) and the Alberta Teachers' Association (Association).

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

*Effective October 22, 2019, the whereas statement above is repealed and replaced by the following whereas statement:*

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

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 Division excepting those positions agreed to be excluded in local bargaining between the School Division and the Association.*

*Effective October 22, 2019, clause 1.1 above is repealed and replaced by the following clause:*

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

### **1.2 Excluded Positions**

1.2.1 Superintendent

1.2.2 Deputy Superintendent

1.2.3 Associate/Assistant Superintendent

1.2.4 Director

1.3 *Effective October 22, 2019, all teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the School Division from each teacher's month end pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The School Division shall not be held liable for any costs arising from the resolution of any dispute.*

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

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

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

1.5 *Role of TEBA (Effective October 22, 2019)*

1.5.1 *For the purpose of bargaining collectively with the Association, TEBA is an employers' organization for the purpose of the Labour Relations Code and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the School Divisions in any agreement with respect to central terms.*

1.5.2 *Sections 21(2), 32, 62 and 81 to 83 of the Labour Relations Code do not apply with respect to TEBA.*

1.5.3 *For the purpose of bargaining collectively with the Association, a School Division has, with respect to local bargaining, exclusive authority to bind the School Division in any agreement with respect to local terms*

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

*Effective October 22, 2019, clause 1.6 above is repealed and replaced by the following clause:*

1.6 *The School Division retains all management rights, unless otherwise provided by the expressed terms of this Collective Agreement.*

- 1.7 *Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by TEBA and the Association.*
- 1.8 *This collective agreement cancels all former collective agreements and all provisions appended thereto.*
- 1.9 *This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.*
- 1.10 *Effective October 22, 2019, all provisions of this collective agreement shall be read to be gender neutral.*

## **2. TERM**

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

### **2.2 List Bargaining**

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

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

### **2.3 Central Matters Bargaining**

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

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

### **2.4 Local Bargaining**

2.4.1 *Notwithstanding section 59(2) of the Labour Relations Code, a notice to commence local bargaining by a School Division or the*

*Association must be served after, but not more than 60 days after, the collective agreement referred to in section 11(4) of PECBA has been ratified or the central terms have otherwise been settled.*

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

## **2.5 Bridging**

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

*a) a new collective agreement is concluded, or*

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

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

## **2.6 Meet and Exchange**

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

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

## **2.7 Opening with Mutual Agreement**

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

2.7.2 *The Association and the School Division may at any time by mutual agreement negotiate revisions to the local matters contained in this*

*collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.*

**2.8 Provision of Information** (Effective until October 21, 2019)

2.8.1 *As the Association is the bargaining agent for the teachers employed by each School Division, each School Division shall provide to the Association at least once each year no later than October 31, a list of its teachers who are members of the Association including the name, certificate number, home address, home phone number and the name of their school or other location where employed.*

2.8.2 *Each School Division shall provide the following information to the Association and to TEBA annually:*

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

*b) Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;*

*c) Most recent School Division financial statement;*

*d) Total benefit premium cost;*

*e) Total substitute teacher cost; and*

*f) Total allowances cost.*

**2.8 Provision of Information** (Effective October 22, 2019, the following clause repeals and replaces clause 2.8 above)

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

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

- 2.8.2.1 *Teacher distribution by salary grid category and step as of September 30;*
- 2.8.2.2 *HSA/WSA/RRSP utilization rates;*
- 2.8.2.3 *Most recent School Division financial statement;*
- 2.8.2.4 *Total benefit premium cost;*
- 2.8.2.5 *Total substitute teacher cost; and,*
- 2.8.2.6 *Total allowances cost.*

**3. SALARY**

**3.1 Salary Pay Date/Schedule**

- 3.1.1 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 Division 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 Division.*
- 3.2.3 *The following salary schedule shall be effective as indicated:*

*a) Effective September 1, 2018*

<b>Years of Teacher Experience</b>	<b>Years of Teacher Training</b>		
	<b>Four</b>	<b>Five</b>	<b>Six</b>
<i>0</i>	<i>59,673</i>	<i>63,236</i>	<i>66,913</i>
<i>1</i>	<i>63,148</i>	<i>66,704</i>	<i>70,378</i>

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 (Effective until August 31, 2019)**

- 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 Division, shall supply satisfactory evidence of teacher education to the School Division 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 Division 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.*

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

- 3.3.1 *The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.*
- 3.3.2. *The adjustment dates for increased teacher's education shall be September 1, and February 1.*
- 3.3.3. *For newly employed teachers to the School Division, until such time as the School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.*
  - 3.3.3.1 *If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.*
  - 3.3.3.2 *If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.*

3.3.4. Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the School Division within (60) operational days from the date of completion of education or commencement of employment.

3.3.4.1 If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the above mentioned adjustment dates in 3.3.2.

3.3.4.2 If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted the month following such submission.

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

3.4.1 Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:

a) under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; 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 Division may be carried over for calculation of experience increments in the following school year with that same School Division.

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 Division being carried over for calculation of experience increments in the 2017-18 school year with that same School Division.

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 Division.

3.4.6 The number of years of teacher experience earned by a teacher prior to engagement by the School Division is granted as if it had been teaching experience in schools under the School Division.

- 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 Division 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 Division 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.*

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

*Teachers shall:*

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

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

*Prior Experience*

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

*b)The position held while earning the experience was one that required a valid teaching certificate; and,*

*c)The written confirmation is signed by an authorized officer of the previous employer.*

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

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

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

### **3.5 Special Considerations: 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 Division personnel, provided the distance exceeds ten (10) kilometres.

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

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

- 4.1.1 The School Division 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 Division 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, 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.*

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

*4.2.1.3 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 Division 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.*

4.2.2.2 *Effective September 1, 2019, the minimum allowance for Assistant Principal will be adjusted in accordance with current proportionality to the Principal allowance.*

**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 - \$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 Division 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 Division 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 (Effective until October 21, 2019)**

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 Division 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 Division must decide by April 30, 2018 whether or not the designation will continue in the 2018-19 school year, and if it continues, it is deemed to be a continuing designation.*
- 4.4.3 *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 Division must decide by January 31, 2018 whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.*

**4.4 Teachers with Principal Designations** (Effective October 22, 2019, the following repeals and replaces clause 4.4. above)

- 4.4.1 *A teacher designated as a principal shall enter into a series of term contracts for a period of up to a total of five (5) years, excluding periods of unpaid leaves of absence. Up to two (2) of these five (5) years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the School Division must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.*
- 4.4.2 *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 (5) years.*

**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 Division pursuant to the provisions of Sections 118 and 119 of The Education 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 Division 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 Division 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 and until April 30, 2019, substitute teachers shall be paid at the rate of \$202.89 per day, including vacation pay.*
- 5.1.4 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.
  - 5.1.4.1 If the assignment includes time in both the morning and afternoon the substitute teacher shall be paid for a full day.
- 5.1.5 *Effective May 1, 2019, substitute teachers' daily rates of pay will be \$200 plus six percent (6%) vacation pay of \$12 for a total of \$212.*
- 5.1.6 *Effective May 1, 2019, substitute teachers' receiving daily rate shall additionally be paid general holiday pay as provided for in the*

*Employment Standards Code based upon their average daily wage, calculated as 5% of their earnings at the daily rate, vacation pay and general holiday pay earned in the 4 weeks immediately preceding the general holiday.*

## **5.2 Commencement of Grid Rate**

- 5.2.1 *Number of days to go on grid: 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 Division 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 Division shall pay the teacher the per diem rate specified in clause 5.1 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 Division 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.*

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

### 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 A part-time teacher whose FTE is altered will be provided with the rationale for the decision.

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

6.3.3.1 Full-time teachers who hold a continuing contract with the School Division may apply to the School Division for a part-time assignment. Such application must be made not later than March 31 of the school year immediately preceding the year in which the part-time assignment is to take effect.

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

6.3.3.2.1 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 Division provides notice that the teacher shall resume full-time duties; or
- c) the School Division 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.

6.3.3.3 Notwithstanding 6.3.3.2.1 above, the School Division and a teacher may agree to a change in full-time equivalency at any mutually acceptable time.

6.3.3.4 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 Division 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, Plan 2– ninety-eight per cent (98%) of each teacher’s monthly premium.*

*Effective September 1, 2019, the contribution will increase to 100% 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.*

*Effective September 1, 2019, the contribution will increase to 100% 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.*

*Effective September 1, 2019, the contribution will increase to 100% 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*

*Effective September 1, 2019, the contribution will increase to 100% of each teacher's monthly premium.*

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

*f) ASEBP Accidental Death and Dismemberment Plan 2 – contribution of 100% of each teacher's monthly premium.*

*7.1.2 The School Division 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 Division 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 Division 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 Division shall contribute annually to a health care spending account as follows:*

*7.3.1.1 The School Division 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.*

*Effective September 1, 2019, the contribution amount will increase to \$725 for each full-time teacher.*

Upon approval from ASEBP, the Employer shall provide a Health Spending Account/ Wellness Spending Account (HSA/WSA) in the amount outlined in the 2018-20 Mediator's Report, to all eligible teachers. Contributions shall be made in ten (10) equal monthly payments for the months of September to June inclusive. The plan shall be administered in accordance with ASEBP, Canada Revenue Agency and the Income Tax Act of Canada.

*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 Division 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 Division shall permit the School Division 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 Division 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 Division 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.

#### 7.4.4 Other Group Benefits

7.4.4.1 When a retired teacher is employed on a contract by the Board, who is ineligible for regular group benefits with the Alberta School Employee Benefit Plan, the Board will pay the same premium contribution to the teacher as provided in clause 7.1.1. Payment will be made upon receipt of actual expense claims, up to the maximum of Alberta School Employee Benefit Plan rates and in accordance with the applicable terms of the Collective Agreement.

7.4.4.2 When a teacher continues employment beyond age 70, and is therefore no longer eligible for regular benefits with the Alberta School Employee Benefit Plan, the Board will pay the same premium contributions to the teacher as provided in Clause 7.1.1 Payment will be made upon receipt of actual expense claims up to the maximum of Alberta School Employee Benefit Plan rates and in accordance with the applicable terms of the Collective Agreement.

## 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 Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:*

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

*b) instruction*

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

*d) parent teacher interviews and meetings*

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

*f) staff meetings*

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

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

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

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

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

*b) the actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular*

*commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.*

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

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

### **8.5 Duty Free Lunch (Effective April 7, 2019)**

8.5.1 *Effective April 7, 2019, the School Division will provide each teacher assigned work for five hours or longer a thirty (30) minute rest period during each five (5) hours worked.*

8.5.2 *Where an unbroken thirty (30) minutes of rest is not practicable, the rest period may be broken into two periods of no less than fifteen (15) minutes each. Effective September 1, 2019 such arrangement must be agreed to in writing by the teacher and the School Division.*

8.5.3 *When reasonable, this break shall occur in the middle of the assignment.*

8.5.4 *These provisions may be waived if an accident occurs, urgent work is necessary or other unforeseeable or unpreventable circumstances occur, or it is not reasonable for the teacher to take a rest period.*

## **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 Division's goals.*

- 9.1.2 *The teacher professional growth process, including discussions between the teacher and principal on the professional growth plans, will continue to take place.*
- 9.1.3 *School Divisions and/or schools are not restricted in developing their own staff development plan in which the School Division and/or school may require teachers to participate.*

## **9.2 Professional Improvement Leave**

- 9.2.1 Sabbatical leave shall mean leave of absence granted by the School Division on application by the teacher for the following reasons:
  - 9.2.1.1 Study approved by the School Division for improving the teacher's academic or professional education;
  - 9.2.1.2 Travel or experience which has been approved by the School Division 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 Division 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 Division 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 Division 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 Division by March 1st preceding the school year in which sabbatical leave is commenced.
- 9.2.6 The School Division 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 Division 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 Division, 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 Division, 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 Division, and, within two (2) years, is reemployed by the School Division, 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*** *(Effective for maternity and/or parental leaves that commenced before May 1, 2019)*

### ***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 Division 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 Division 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 Division, the School Division 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 (Effective for maternity and/or parental leaves that commenced before May 1, 2019)**

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

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

11.2.3 *Notwithstanding Clause 11.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to twelve months, provided the teacher repays the teacher portion of the benefit premiums.*

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

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

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

**Effective May 1, 2019, the following clauses apply for maternity/parental/adoption leaves commencing on or after May 1, 2019**

**11.1 Maternity Leave**

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

**11.2 Parental Leave**

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



- 11.2.3 *The teacher shall give the School Division at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.*
- 11.2.4 *The teacher may terminate the leave at any time. The teacher shall give the School Division no less than four (4) weeks notice, in writing, of the intended date of return.*
- 11.2.5 *Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the Employment Standards Code and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.*
- 11.2.6 *If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one teacher or shared by both teachers. In any case, the School Division may grant but is not required to grant parental leave to more than one parent of the child at the same time.*

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

- 11.3.1 *At the commencement of maternity leave, the teacher shall be eligible for one of the following options:*
- 11.3.2 *If the absence begins prior to twelve (12) weeks before the estimated date of delivery and continues without return to work, the teacher shall access sick leave until such point as the teacher is eligible to apply for Extended Disability Benefits. The teacher shall provide a medical certificate indicating that she is unable to work because of a medical condition.*
- 11.3.3 *If the absence begins within twelve (12) weeks before the estimated date of delivery or on the date of delivery, the teacher shall choose either (a) or (b). Such choice shall apply until the teacher returns to work after the delivery.*
- a) *The teacher may access sick leave entitlement with pay as specified in Article 10 for the period of illness or disability.*
- b) *The School Division shall implement a Supplementary Employment Benefits (SEB) plan which shall provide teachers on maternity leave with 100% of their salary during 15 weeks of leave.*
- 11.3.4 *The School Division shall pay the portion of the teacher's benefits plan premiums and contribute HSA amounts specified in Article 7.0*

of the Collective Agreement for sixteen (16) weeks of maternity leave.

11.3.5 *The School Division shall pay the portion of the teacher's benefits plan premiums specified in Article 7.0 of the Collective Agreement for thirty-six (36) weeks of parental leave. The HSA will remain active for the duration of parental leave but no further credits will be contributed to the HSA during this time.*

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

11.4.1 *Teachers may prepay or repay benefit premiums payable during the duration of parental leave.*

11.4.2 *Subject to the terms and conditions of the benefits insurance carrier policies, teachers on parental leave may make arrangements through the School Division to prepay one hundred (100) per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to eighteen (18) months.*

11.4.3 *Notwithstanding clause 11.3, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the School Division will continue paying the School Division portion of the benefit costs for a teacher on parental leave, for the remainder of the parental leave, up to eighteen (18) months, provided the teacher repays the School Division portion of the benefit premiums.*

11.4.4 *A teacher who commits to clause 11.4.3 is responsible to repay the amount of the School Division paid benefit premiums, and shall reimburse the School Division upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than eighteen (18) months following the teacher's return to duty.*

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

11.4.6 *If a teacher has not fully repaid the cost of benefit premiums previously paid by the School Division under clause 11.4.3 the teacher is not eligible to reapply for additional consideration under clause 11.4.3.*

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

12.1 (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, on an instructional day.

12.1.1 If the days in Clause 12.1(b) are not used at the end of the school year, they will be accumulated at a rate of one (1) day per school year, to a maximum of one (1) day.

12.2 *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 Division is reimbursed by the Association for the actual costs of the substitute, including the School Division portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, and central and local table negotiating committees.*

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

13.3 *Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, as the President of a local, or other local*

*official already named in the collective agreement the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the School Division, the teacher, and the Association and is at no cost to the School Division.*

*13.3.1 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 Division in accordance with Article 13.4.*

*13.4 During such secondment, the School Division shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the School Division for all payments made by the School Division to the teacher or on 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 Division pursuant to Section 220(1)(d)(i) of *The Education 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 Division with or without pay at the discretion of the School Division.

### **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 Division 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 Division.

### **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 Division. Furthermore, the School Division 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 Division 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 Division. 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 *Effective until April 30, 2019, 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.*
- 15.1 *Effective May 1, 2019, 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 Division calendar on which teachers are scheduled to work. For the*

*purposes of this Article, the months of July and August shall not be included in the computation of operational days.*

- 15.5 *For the purposes of this Article, written communication may be provided by email.*
- 15.6 *If there is a dispute about whether a grievance commenced under this Article is properly a grievance on a central item, it shall be processed under this Article unless TEBA and the Association mutually agree that the difference, or a portion of the difference, shall be referred to the Local grievance procedure in Article 16.*
- 15.7 *If the alleged violation is initiated as Local and then defined as a central grievance, the local grievance shall be transferred to the central grievance procedure at an equivalent step in the process. Notwithstanding the timelines for advancing the grievance through the central grievance process from that point, at the request of either party, the parties shall agree to a thirty (30) day freeze of the timelines to enable the parties to consider the matter. The thirty (30) day freeze period may be ended by mutual agreement.*
- 15.8 *Either TEBA or Association may initiate a grievance by serving a written notice of a difference as follows:*
- a) In the case of a grievance by the Association, by serving the notice to the Chair of the Board of Directors of TEBA.*
  - b) In the case of a grievance by TEBA, by serving the notice to the Coordinator of Teacher Welfare of the Association.*
- 15.9 *The written notice shall contain the following:*
- a) A statement of the facts giving rise to the difference,*
  - b) The central item or items relevant to the difference,*
  - c) The central item or items and the non-central item or items, where the difference involves both, and*
  - d) The remedy requested.*
- 15.10 *The written notice must be served on the other party to the difference within thirty (30) operational days of when the grieving party first had knowledge of the facts giving rise to the grievance.*
- 15.11 *Representatives of TEBA and the Association shall meet within fifteen (15) operational days of receiving the written notice to discuss the difference or at such later date that is mutually agreeable to the parties. The Association*

*will give advance notice to TEBA when a grievor plans to attend a central grievance hearing. In such instances, the Association shall bear the expense of the grievor's attendance including the actual cost of the substitute, including the School Division portion of statutory benefit contributions, as per clause 13.2. TEBA will give advance notice to the Association when a representative of the School Division affected by the difference is attending a central grievance hearing.*

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

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

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

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

*(b) TEBA and the Association may, by mutual agreement, agree to proceed with an Arbitration Board composed of a single arbitrator rather than a three (3) person Arbitration Board. In this event, TEBA and the Association shall, within fifteen (15) operational days of the agreement to proceed with a single arbitrator, appoint a person to serve as the single arbitrator. In the event of any failure to agree on the person to serve as the single arbitrator, either party may request in writing that the Director of Mediation Services make the necessary appointment.*

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

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

*a) An affected School Division rectify any failure to comply with the Collective Agreement;*

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

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

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

*a) TEBA and the Association.*

*b) Any affected school Division.*

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

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

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

## **16. LOCAL GRIEVANCE PROCEDURE**

16.1 Any difference between any employee covered by this Agreement and the School Division, or in a proper case between the local of The Association and the School Division 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 Division 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 Division. 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 Division 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 Division 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 119 of *The Education 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 Division, Articles 17.1.1 and 17.1.1.1 shall be deleted from the Collective Agreement.

- 17.1.2 When the School Division requests a teacher to transfer to another school the School Division 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 Division shall submit, in writing, proposed School Division regulations pertaining to teachers to:

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

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 Division 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 Division 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 \_\_\_\_\_, Alberta this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

On behalf of  
The Wolf Creek School Division

On behalf of  
The Alberta Teachers' Association

---

---

---

---

---

---

---

---

---

---



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

1. *Scope*

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

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

2. *Structure*

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

3. *Process*

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

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

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

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

1. Scope

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

2. Process

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

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

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

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

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

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

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

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

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

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

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

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

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

### **New Letter of Understanding #5 – Wellness Spending Account**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

*1. Interested school Divisions, along with their related Association bargaining units, will express their interest in participating in the pilot project to TEBA and the Association in writing, by June 15, 2019.*

*2. TEBA and the Association will encourage participation in this project among school Divisions and Association bargaining units.*

*3. The pilot project may be ended early with mutual agreement of the school Division and related Association bargaining unit.*

*4. Each participating school Division and related Association bargaining unit will strike a project steering committee with equal representation from each party. At the discretion of the school Division, the steering committee may include other staff groups in the project.*

*5. Where leave is required, substitute teacher costs will be reimbursed as provided for in Article 13.*

*6. The project steering committee will develop a project plan and submit it to TEBA and the Association by June 30, 2019 for information.*

*7. Each project plan should include:*

- A commitment to support staff health and wellness.*
- A statement that clarifies when it is acceptable for staff to send and review electronic communications.*
- A plan for dealing with emergencies and exceptions.*
- A plan for communication to staff and stakeholders of the project plan.*
- An evaluation phase for the project including a plan for consulting staff and stakeholders on the impact of the pilot project.*

*8. The project steering committee will conduct an evaluation and submit results to TEBA and the Association by May 30, 2020.*

*9. The pilot project will conclude on August 31, 2020.*

**Letter of Understanding # 9: Re Centralize Substitute Teacher Budget**

*The School Division 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 #10: Re Colony Teachers Access to Cell Phones and Copying Services**

The School Division 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 #11: Aligned Calendar Fridays: Professional Development Activities and Structure**

The School Division will maintain an Administrative Procedure that addresses how aligned calendar Fridays are to be used.

**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 (d), 4.2.1.2 and 4.2.1.3 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 Division and the Association that may include recommendations to create or amend practice and policy.