

COLLECTIVE AGREEMENT

BETWEEN

WETASKIWIN REGIONAL DIVISION NO.11

AND

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2012 TO AUGUST 31, 2016

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10173 (11)

**TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	BARGAINING UNIT.....	2
2	MANAGEMENT RIGHTS .....	3
3	TERMS OF AGREEMENT .....	3
4	SALARY SCHEDULE .....	3
5	BENEFITS / GROUP INSURANCE .....	6
6	VOCATIONAL TEACHERS .....	8
7	ADMINISTRATIVE ALLOWANCES.....	9
8	TEACHER EDUCATION .....	11
9	EXPERIENCE INCREMENTS .....	12
10	SUBSTITUTE TEACHERS .....	13
11	SICK LEAVE .....	14
12	SABBATICAL LEAVE .....	15
13	MATERNITY, ADOPTION PARENTING LEAVE.....	17
14	OTHER LEAVES OF ABSENCE .....	19
15	GRIEVANCE PROCEDURES.....	21
16	TRANSFERS.....	23
17	GENERAL.....	24
18	NOON HOUR SUPERVISION .....	26
19	YEAR ROUND SCHOOLING.....	26
20	DATE OF AGREEMENT.....	27
 <u>APPENDIX</u>		
	SUB PLAN.....	28
	LETTER OF UNDERSTANDING: RETIRED TEACHERS	30

WRPS	ATA

**PREAMBLE**

This Collective Agreement is made in quintuplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2013, pursuant to the *School Act*, and the *Labour Relations Code*.

Between

Wetaskiwin Regional Division No. 11  
(hereinafter called "the Employer")

of the first part

and

THE ALBERTA TEACHERS' ASSOCIATION  
A body corporate, incorporated under the laws of the Province of Alberta,  
(hereinafter called "the Association")

of the second part

WHEREAS the Association is the duly certified bargaining agent for the teachers employed by the Employer; and

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

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

**1.0 BARGAINING UNIT**

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

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- (a) superintendent
- (b) deputy, assistant or associate superintendents
- (c) directors

**2.0 MANAGEMENT RIGHTS**

2.1 The Employer retains all rights of management not specifically limited by the expressed terms of this Collective Agreement.

**3.0 TERMS OF AGREEMENT**

3.1 This agreement takes effect September 1, 2012 and terminates August 31, 2016.

3.2 Either party may give to the other not less than 60 days nor more than 150 days prior to the termination of this agreement a notice in writing of its intention to commence collective bargaining. At the first meeting between the parties following such notice, the parties shall exchange lists of the changes they seek. Negotiations shall be limited to the items in the two lists combined.

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

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

**4.0 SALARY SCHEDULE**

4.1 The Employer shall pay all teachers the salaries and allowances herein set forth and computed. All sums mentioned herein are "per annum" unless specifically stated otherwise. One-month salary shall be 1/12 part of the annual salary at the rate in effect that month.

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

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4.3 *The following salary increases shall be provided in accordance with the Framework Agreement between the Government of Alberta and the Alberta Teachers' Association legislated on May 27, 2013.*

Effective September 1, 2012 – 0%  
 Effective September 1, 2013 – 0%  
 Effective September 1, 2014 – 0%  
 Effective September 1, 2015 – 2%

September 1, 2012, the following salary schedule shall be effective:

Years of Teaching Experience	Years of Education					
	One	Two	Three	Four	Five	Six
0	37,517	42,255	47,017	57,691	61,146	64,700
1	39,890	44,311	49,366	61,046	64,498	68,051
2	42,262	46,366	51,716	64,399	67,853	71,406
3	44,635	48,419	54,067	67,753	71,205	74,760
4	47,007	50,475	56,413	71,106	74,558	78,112
5	49,383	52,530	58,765	74,627	78,080	81,636
6	51,756	54,583	61,114	78,152	81,605	85,158
7	54,129	56,639	63,466	81,675	85,127	88,681
8		58,695	65,814	85,197	88,650	92,204
9		60,750	68,163	88,720	92,174	95,727
10				92,244	95,696	99,249

September 1, 2015, the following salary schedule shall be effective:

Years of	Years of Education
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Teaching Experience						
	One	Two	Three	Four	Five	Six
0	38,267	43,100	47,957	58,845	62,369	65,994
1	40,688	45,197	50,353	62,267	65,788	69,412
2	43,107	47,293	52,750	65,687	69,210	72,834
3	45,528	49,387	55,148	69,108	72,629	76,255
4	47,947	51,485	57,541	72,528	76,049	79,674
5	50,371	53,581	59,940	76,120	79,642	83,269
6	52,791	55,675	62,336	79,715	83,237	86,861
7	55,212	57,772	64,735	83,309	86,830	90,455
8		59,869	67,130	86,901	90,423	94,048
9		61,965	69,526	90,494	94,017	97,642
10				94,089	97,610	101,234

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

- 4.4 Provisions of this agreement shall be applicable to part-time teachers on a prorated basis. Effective May 1, 1997, this agreement will provide full-time benefit premium payments, as outlined in clause 5, for part-time teachers.

## 5.0 BENEFITS/ GROUP INSURANCE

- 5.1 When enrolment and other requirements for group participation in various plans have been met, the Employer will sponsor such plans to the portion agreed upon and such sponsorship shall not exceed that which is authorized or accepted by the benefit agency.
- 5.2 The Employer shall contribute toward the costs of the various premiums as follows:

	BENEFIT	EMPLOYER CONTRIBUTION
(a)	ASEBP Extended Disability Benefit, Plan D	100 percent of each teacher's monthly premium

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(b)	Life Insurance, Schedule 2 & Accidental Death & Dismemberment	100 percent of each teacher's monthly premium
(c)	ASEBP Extended Health Care Plan 1	100 percent of each teacher's monthly premium
(d)	ASEBP Dental Care Plan 3	100 percent of each teacher's monthly premium
(e)	Alberta Health Care	100 percent of each teacher's monthly premium
(f)	Vision Care Plan 3	100 percent of each teacher's monthly premium

(g) Health Spending Account

The Employer will establish and contribute annually to an individual Health Spending Account for each teacher under contract as follows:

Effective September 1, 2010 - \$350.00

Effective September 1, 2015 - \$650.00

In this article 'eligible teacher' means any teacher on a continuing, probationary or temporary contract during the year. For temporary contract teachers, 1/12 of the annual contribution will be deposited for each full month the teacher is under contract. Teachers leaving the employ of the Employer for any reason will forfeit any remaining balance.

The account will be administered by Alberta School Employee Benefit Plan (ASEBP) as allowed by Canada Revenue Agency (CRA) and the Income Tax Regulations for the benefit of that teacher and his/her spouse and dependant(s).

5.2.1 Employee Assistance Plan

The Employer agrees to maintain an employee assistance plan which shall be 100 percent funded by the teachers. Any changes to the plan shall be made by mutual agreement.

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- 5.3 Subject to the provisions of the master policies, all teachers appointed to the staff of the Employer after the signing of this collective agreement shall be required to enroll in the ASEBP plans and Alberta Health Care (AHC). All teachers enrolled in the plans on the signing date 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, the vision care plan and the AHC plan upon submitting proof of participation in these or similar plans through his or her spouse.
- 5.4 Payments towards benefit plans by the Employer shall permit them 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.

## 6.0 VOCATIONAL TEACHERS

6.1 Definition: A vocational teacher is a teacher who is:

- (a) The holder of an Alberta teaching certificate and an Alberta journeyman's certificate or equivalent in a trade area and
- (b) Teaching an industrial education career fields course, as defined in the current Junior-Senior High School handbook or any document substituted therefore, in a trade area requiring the said journeyman certification.

6.2 Grid Placement of Vocational Teachers

6.2.1 Training:

Vocational teachers shall be placed in the salary grid, with respect to teacher education, in the same manner as all other teachers. However, an Alberta journeyman's certificate or its equivalent will be equated to one year of professional training or according to Teacher Qualifications Service evaluation, whichever is greater.

6.2.2 Experience:

Experience in trade, business or industry will not be deemed to be teaching experience. However, the Employer and the Association

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consider it just and reasonable that each vocational teacher be placed in the grid at an experience level equivalent to the number of years the teacher spent in trade, business or industry during related apprenticeship training and while working in a field directly related to the teacher's journeyman's certificate and teaching assignment. Such placement will be retained by a teacher in instances where the teacher is required by the Employer to accept a subsequent non-vocational teaching assignment. This principle does not apply to grid placement relative to teacher education. Thus, in no case, may a vocational teacher receive a basic salary which exceeds the maximum provided in the category relative to the teacher's training, as in clause 6.2.1 above.

**7.0 ADMINISTRATIVE ALLOWANCES**

7.1 The administrative allowances are to be adjusted on the same dates and by the same percentage increases as are applied to the salary grid.

7.1.1 September 1, 2012, Administrative allowances shall be calculated as follows:

Principals

Basic allowance 10.0 percent of category 4 maximum salary plus per pupil allowance:

0 -100 pupils	0.07 percent of category 4 maximum salary
101 - 200 pupils	0.04 percent of category 4 maximum salary
201 - 300 pupils	0.03 percent of category 4 maximum salary
301 - 400 pupils	0.025 percent of category 4 maximum salary
401+ pupils	0.02 percent of category 4 maximum salary

The minimum allowance any principal shall receive is \$16,570.

The principal's allowance shall be rounded to the nearest \$50.

Principals responsible for storefront schools shall receive a \$614 allowance for each storefront school for which they are responsible. Students in storefront schools shall not be included in the student count for principal's allowance purposes.

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The sole teacher in the Hutterite school shall receive an allowance of \$368 per annum. The principal responsible for the Hutterite school shall receive a \$614 allowance. Students in the Hutterite school shall not be included in the student count for the principal's allowance purposes.

September 1, 2015, Administrative allowances shall be calculated as follows:

Principals

Basic allowance: 10.0 percent of category 4 maximum salary plus per pupil allowance:

0 -100 pupils	0.07 percent of category 4 maximum salary
101 - 200 pupils	0.04 percent of category 4 maximum salary
201 - 300 pupils	0.03 percent of category 4 maximum salary
301 - 400 pupils	0.025 percent of category 4 maximum salary
401+ pupils	0.02 percent of category 4 maximum salary

The minimum allowance any principal shall receive is \$16,901.

The principal's allowance shall be rounded to the nearest \$50.

Principals responsible for storefront schools shall receive a \$626 allowance for each storefront school for which they are responsible. Students in storefront schools shall not be included in the student count for principal's allowance purposes.

The sole teacher in the Hutterite school shall receive an allowance of \$375 per annum. The principal responsible for the Hutterite school shall receive a \$626 allowance. Students in the Hutterite school shall not be included in the student count for the principal's allowance purposes.

- 7.2 When, in the absence of the principal, the vice-principal acts in his/her place for a period of 10 or more consecutive operational days, the vice-principal shall assume the position of acting principal and shall receive an allowance equivalent to that of the principal for the period from and including the 11<sup>th</sup> day until the return of the regular principal.

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7.2.1 In the absence of the principal from the school where there is no vice-principal or in the absence of both the principal and vice-principal(s) from a school, a teacher shall be designated by the Employer to be acting principal and shall be paid 50 percent of the principal's allowance should the principal or both the principal and vice-principal(s) be absent for more than three consecutive operational days and such allowances shall be payable from day one. Upon the principal being absent for the period of 11 or more consecutive operational days, the teacher shall be paid 100 percent of the principal allowance from and including the 11<sup>th</sup> day until the return of the regular principal. Such designation shall terminate upon the return to duty of the principal or either the principal or vice-principal(s) or upon the appointment of a new principal, who has assumed responsibility within the school, whichever is sooner.

7.2.2 Vice-Principals - an amount equal to 1/2 of the principal's allowance.7.3  
Additional Allowances

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

7.3.1 Coordinator: Effective September 1, 2012, \$9,233  
Coordinator: Effective September 1, 2015, \$9,418

7.3.2 Department heads designated by the Employer shall be paid 13.4 percent of the allowance paid for the principal of the high school at which they are employed.

7.4 A teacher occupying an administrative position on the date of signing of this agreement shall continue to retain that 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 or until the criteria no longer exists to warrant the position as per sections 7.3 and 7.6.

7.5 The Employer may create or fill administrative positions other than those specifically enumerated in clause 7.3 hereof, provided that additional allowances are negotiated with the ATA Local No 18 economic policy committee's negotiating subcommittee before advertising and filling such position. If after 10 days from the time notice is given in writing to the committee no agreement is reached, the Employer may proceed to fill the

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position with the understanding that the amount of the allowance will be on the bargaining table at the next round of salary negotiations and shall be retroactive to the date the notice was served to the Employer.

7.6 Designation of a Vice-Principal

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

7.7 Service During a Holiday Period

A teacher shall be paid 1/200 of the teacher's regular annual salary, to a maximum of two days, for service rendered during a holiday period in compliance with any request from the superintendent. The annual salary used for computation shall be that in effect at September 1 of the year the service is rendered.

7.8 Any teacher replacing or acting in the role of vice-principal or department head shall be paid in accordance with the following:

- (a) more than three consecutive operational days but fewer than 11 consecutive operational days - 50 percent of the appropriate allowance retroactive to the first day,
- (b) eleven (11) or more consecutive operational days - 50 percent of the appropriate allowance as per (a) above for the first 10 days and 100 percent of the appropriate allowance effective the 11 day.

**8.0 TEACHER EDUCATION**

8.1 The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service in accordance with the principles and policies established by the Teacher Salary Qualifications Board pursuant to the memorandum of agreement dated March 23, 1967, among the Department of Education, the Alberta Teachers' Association and the Alberta School Trustees' Association.

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- 8.2 The adjustment dates for changes in the allowance for university education are September 1 and February 1.
- 8.3 Each teacher claiming additional teacher education and each teacher commencing employment with the Employer shall supply satisfactory evidence of teacher education to the Employer within 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 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 the application for evaluation of teacher education to the Employer within 45 calendar days of commencement of employment or adjustment dates.
- 8.4 Until the teacher submits satisfactory evidence, the teacher shall be placed on the salary schedule according to the most recent acceptable statements of qualifications.

**9.0 EXPERIENCE INCREMENTS**

- 9.1 Increments shall become effective on September 1 or February 1, following each year of additional service with the Employer. A teacher shall not be eligible for more than one increment per school year.
  - 9.1.1 A teacher must provide service for 125 days to qualify for an increment. In this respect, days when the teacher is absent through illness shall be considered as service days.
- 9.2 Teaching service with other Employers shall be treated as if it has been teaching service under this contract. (Note - this article shall apply only to teachers hired after the date of signing of this agreement.)
  - 9.2.1 No teacher shall receive increments for experience gained while not holding a valid teaching certificate.

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9.3 By August 31 of each school year, each part-time teacher shall be issued a statement of the number of equivalent full-time teaching days taught during the previous school year upon written request by May 31.

9.3.1 A part-time teacher must accumulate 125 FTE days within four consecutive years to qualify for an increment. When a year of teaching experience has been accumulated, the teacher shall not begin to earn additional teaching experience until an increment has been granted at the beginning of another school year or February 1.

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

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

9.5.1 If such evidence is submitted within the 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 1, whichever is applicable.

9.5.2 If such evidence is not submitted within the aforementioned 45 days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience or at the minimum of their category according to years of university education and salary shall be adjusted effective the beginning of the month following submission of such evidence.

## 10.0 SUBSTITUTE TEACHERS

10.1 Teachers engaged as substitutes shall hold a valid Alberta teaching certificate.

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.

Substitute teachers shall be paid, effective September 1, 2012, \$207.50 for each full day of work and 60 percent of the full day rate for each half

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day of work provided no substitute teacher earns more than 100 percent for any day of substitute teaching at the same school on the same day. This rate is inclusive of vacation pay.

Substitute teachers shall be paid, effective September 1, 2015, \$211.65 for each full day of work and 60 percent of the full day rate for each half day of work provided no substitute teacher earns more than 100 percent for any day of substitute teaching at the same school on the same day. This rate is inclusive of vacation pay.

- 10.2 When a substitute teacher has taught for more than three days consecutively in one position the teacher shall be placed on the salary grid in accordance with their years of training and experience, such placement to be effective from the fourth day of service in that position.
- 10.3 Substitute teachers shall be paid on the same date as all other teachers provided they fulfill their responsibilities in completing their required payroll information by the established cut-off date.
- 10.4 Any teacher other than a substitute, who teaches in a school which has a longer day and a shorter school year is to be paid an appropriate rate. Deductions from annual salary shall be made on the same basis.
- 10.5 Teachers shall accumulate experience increments for substitute teaching with the Employer at the following rate: one year of experience for every 125 FTE days of substitute teaching earned within a three-year period. For the implementation of this clause, teachers who wish to claim experience for previous years shall be required to provide proof of service to the Employer.
- 10.6 When a substitute teacher has accepted employment, such employment shall not be cancelled without 12 hours' notice. Where the anticipated employment is greater than one day, the second and subsequent days may be cancelled with 12 hours' notice.

**11.0 SICK LEAVE**

- 11.1 Annual sick leave with pay and the Employer's contribution to benefit premiums will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment or because of sickness or disability, in accordance with the following schedule:

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- 11.1.1 In the first year of service with the Employer, in accordance with the provisions of the *School Act*, provided any salary adjustments required are made on the final pay cheque for that year of service. After one year of service, 90 calendar days.
- 11.2 Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan (article 5), upon the teacher's return to full-time duty, the teacher shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:
  - 11.2.1 Less than one year of service – the remaining entitlement in accordance with the *School Act*.
  - 11.2.2 After one year of service – 90 calendar days.
- 11.3 When a teacher leaves the employ of the Employer, all accumulated sick leave shall be cancelled.
- 11.4 Before any payment is made under the foregoing regulations, the teacher shall provide:
  - 11.4.1 A declaration, if required by the Employer, where the absence is for a period of three days or less.
  - 11.4.2 A certificate, if required by the Employer, signed by a qualified medical or dental practitioner where the absence is for a period of over three days.
- 11.5 After 90 calendar days of continuous disability the sick leave provisions (article 11) shall be suspended and the benefits of the ASEBP extended disability benefit shall apply. The Employer shall continue to pay its share of the teacher's benefit premiums.
- 11.6 A teacher may use up to three days of sick leave per year to attend to the needs of the teacher's parent, spouse, adult interdependent partner and/or child.

**12.0 SABBATICAL LEAVE**

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- 12.1 Sabbatical leave shall mean leave of absence granted by the Employer on application by the teacher for the following reasons:
- 12.1.1 Study approved by the Employer for improving the teacher's academic or professional education.
- 12.1.2 Travel or experience which has been approved by the Employer.
- 12.2 To be eligible for sabbatical leave under clause 12.1.1 or 12.1.2, the teacher shall have served the Employer for four years.
- 12.3 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to their duties following expiration of their leave and shall not resign or retire from teaching service other than by mutual agreement between the Employer and the teacher for a period of at least two years after resuming their duties.
- 12.4 A teacher granted sabbatical leave shall enter into an individual written agreement with the Employer as to the conditions under which the teacher shall return to the school system.
- 12.5 All applications for sabbatical leave shall be submitted to the Employer by March 1 preceding the school year in which sabbatical leave is to commence and the Employer shall notify applicants of acceptance or rejection by April 16.
- 12.6 The Employer shall, after reviewing the applications for sabbatical leave, determine both the number and the persons to be granted such leave, after considering the seniority of each applicant and the interests of the school system.
- 12.7 A teacher who is granted sabbatical leave for the year shall receive salary of 50 percent of current salary and the Employer's contribution to benefits premiums. Payments shall be made in equal monthly installments on the last day of the month. The total allowance is that rate in effect at the time of granting the leave.
- 12.8 The Employer may grant a sabbatical leave for a period of less than one year. A teacher granted such leave shall receive an allowance prorated to the amount provided in clause 12.7 calculated in the ratio that the period of approved leave bears to one year.

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12.9 Upon resumption of duties, a teacher shall be returned to a position no less favorable than the one which they enjoyed before the leave was taken.

12.10 The Employer, in total shall receive applications for sabbatical leave and make decisions concerning them, but it shall receive recommendations from a committee consisting of one member of the Local Alberta Teachers' Association and the Superintendent.

### **13.0 MATERNITY, ADOPTION, PARENTING LEAVE**

#### **13.1 MATERNITY LEAVE**

13.1.1 Maternity leave shall be without pay but with the Employer's share of benefit premiums for a maximum period of 15 weeks.

13.1.2 Article 11.4 shall apply to a teacher on maternity leave.

13.1.3 (a) The Employer shall implement a registered Supplementary Unemployment Benefits (SUB) plan which shall provide teachers on maternity leave with 100 percent of gross salary during 15 weeks of leave. This SUB plan shall be appended to this collective agreement. The Employer shall pay the portion of the teacher's benefit plan premiums specified in clause 5.2.

(b) If the absence begins prior to 10 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.

(c) If the absence begins within the 10 week period before the estimated date of delivery or on the date of delivery, the teacher shall choose prior to commencement of such absence either the SUB plan as provided for in 13.1.3 (a) or sick leave as provided for in article 11 and such choice shall be irrevocable.

13.1.4 Each teacher shall endeavor to notify the Employer of her leave requirements three months in advance, however, she shall give the

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Employer at least six weeks notice of the day on which she intends to commence maternity leave. Such notice shall be in writing.

13.1.5 Prior to the leave commencing, each teacher shall endeavor to provide the Employer with the date she plans on returning to work, however, she shall give the Employer at least four weeks notice of the day on which she intends to return to work. Such notice shall be in writing.

13.2 ADOPTION LEAVE

13.2.1 Teachers are entitled to adoption leave without pay and without the Employer's share of benefit premium contributions for a maximum of 37 weeks within 52 weeks after the child is placed with the adoptive parent.

13.2.2 Prior to the leave commencing, each teacher shall endeavor to notify the Employer with leave requirements as early as possible. Each teacher shall notify the Employer of the date the teacher plans on returning to work as early as possible, however, the teacher shall give the Employer at least four weeks notice of the day on which they intend to return to work. Such notice shall be in writing.

13.3 PARENTING LEAVE

13.3.1 Teachers shall be entitled to a parenting leave without pay and without the Employer's share of benefit premium contributions for up to 37 weeks. Such leave will be completed within 52 weeks of the child's birth or adoption.

13.3.2 Application for such leave must be made no later than six weeks prior to the commencement of parenting leave.

13.4 Teachers returning from maternity, adoption or parenting leave shall be returned to the position held at the commencement of the leave. Nothing in this clause precludes any change by mutual consent.

13.5 The phrase "returned to the position held at the commencement of the leave" in clause 13.4 does not imply that a teacher on leave has any

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advantage or disadvantage in the event that staff reduction or program changes become necessary in a particular school.

- 13.6 Teachers may be granted an additional year of parenting leave without pay and without the Employer's share of benefit premium contributions.

## 14.0 OTHER LEAVES OF ABSENCE

- 14.1 A teacher is entitled to temporary leave of absence with pay and the Employer's contribution to benefit premiums and such leave is deemed to be an authorized leave of absence approved by the Employer pursuant to section 111(1)(d)(i) of the *School Act*, 2000, where such teacher is absent:

- 14.1.1 For not more than five teaching days for each occurrence because of the critical illness or death of spouse, including common law, child, parent, legal guardian, brother, sister, 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 and up to one teaching day to attend the funeral of aunts and of uncles of the teacher or spouse or nieces or nephews of the teacher or spouse.

- 14.1.2 One day or required portion thereof; subject to approval of the superintendent or designate, may be allowed in the event of the death of another relative, other than those set out in 14.1.1 or fellow employee or close friend.

- 14.1.3 Because, despite reasonable effort, the teacher is unable to travel to his/her school from the teacher's usual place of residence because of:

- (a) inclement weather,
    - (b) impassable road conditions.

- 14.1.4 For the period of one day necessary to attend convocation at a post-secondary institution at which the teacher or the teacher's son, daughter or spouse is graduating.

- 14.1.5 Effective September 1, 2014, leave of absence (personal leave) may be used by a teacher to attend to personal business provided a written request has been approved by the superintendent or

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designate. A teacher shall have available four (4) days of personal leave each school year. The maximum number of personal days a teacher may carry forward to a subsequent school year is one (1). No more than five (5) days of personal leave may be taken per school year. Two (2) days of personal leave may be taken each school year without deduction of salary; all personal leave taken after the first two (2) days of personal leave shall result in a deduction equal to the rate of a substitute teacher's pay for each such day of leave taken. A personal leave day is equivalent to the teacher's normal work day. This leave may be used in a full day or half day increments.

14.1.5.1 One day per annum of the aforementioned four (4) personal leave days may be used by a teacher with no deduction made for the cost of the substitute upon the occasion of the birth of a child. The leave must be used within two (2) weeks of the birth.

14.1.5.2 One day per annum of the aforementioned four (4) personal leave days may be used by a teacher with full pay and benefits to take custody of an adopted child with no deduction made for the cost of the substitute. The leave must be used within two (2) weeks of the adoption.

- 14.2 Leave of absence for salary negotiations shall be granted to a maximum of five teachers without loss of salary or the Employer's share of benefit premiums provided, however, that the Employer shall be reimbursed by the Alberta Teachers' Association for the cost of a substitute, where one is employed, for each day of such leave.
- 14.3 Additional leaves of absence may be granted by the Employer with or without pay and the Employer contributions to benefit premiums at the discretion of the Employer.
- 14.4 When a teacher is required to serve on a jury or is subpoenaed to appear in the courts as a witness, the Employer will continue to pay the teacher's full salary and the Employer's share of benefit premiums provided the full amount of the allowance(s) (excluding reimbursement for authorized expenses) received by the teacher from the courts is remitted to the Employer.

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14.5 Association Business

It is recognized that from time to time the Alberta Teachers' Association may request that certain of its members be granted release from duties to serve on Association committees or other bodies or to act as its representative. When such release time is granted, the Association will be billed at the daily or where appropriate, the half daily rate for substitute teachers under article 10.1 of this agreement.

**15.0 GRIEVANCE PROCEDURES**

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

15.1.1 Where any references in clauses 15.1 to 15.6 inclusive are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory and Employer declared holidays.

15.1.2 Step "A" - Such difference (hereinafter called "a grievance") shall be promptly submitted in writing to the secretary of the Employer and to the chair of the economic policy committee of the Alberta Teachers' Association as the case may be. Such written submission shall be made within 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 their representative within 10 days of receiving notice of the grievance.

15.1.3 Step "B" - In the event the grievance is not settled within 15 days after the date of submission of the grievance in accordance with Step "A", then on or before a further five days have elapsed from the expiration of the aforesaid 15 day time period, the grievance shall be referred in writing by the grievor specifically and at the same time to the following: the chairman of the teacher's grievance

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committee, the chairman of the Employer grievance committee and the secretary-treasurer of the Employer.

Such grievance committee shall be composed of two representatives of the Employer and two representatives of the Alberta Teachers' Association. The chairman of the responding party shall contact the chairman of 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 21 days following the receipt of the submission. If the grievance committee reaches a unanimous decision as to the disposition of the grievance, that decision shall be final and binding.

15.1.4 Step "C" - In the event the grievance committee does not meet within 21 days following the receipt of the submission or in the event the said committee does not reach a unanimous decision within the said time, then either party may by written notice require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 10 days after the aforesaid 21-day time limit expires or if the grievance committee fails to render a unanimous decision.

- 15.2 Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and the two members shall endeavor to select an independent chairman.
- 15.3 If the two members fail to select a chairman within five days after the day on which the latter of the two members is appointed, they shall request the Director of Mediation Services to select a chairman.
- 15.4 The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and to be heard.
- 15.5 The arbitration board shall not change, modify or alter any of the terms of this agreement.
- 15.6 The arbitration board shall give its decision not later than 14 days after the appointment of the chairman except with the consent of the Employer and the Association, by whose joint consent only shall such limitations of time be extended. The findings and decisions of a majority of an arbitration

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board shall be the findings and decisions of the arbitration board and shall be binding on the parties.

- 15.7 Each party to a grievance shall bear the expenses of its respective nominee and the two parties shall bear equally the expenses of the chairman.
- 15.8 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.

**16.0 TRANSFERS**

- 16.1 The Employer will establish a procedure by which teachers may request a transfer to another school or to another grade and/or subject assignment. The procedure must be posted in each school in an appropriate location.
- 16.2 When the Employer requests a teacher to transfer to another school, the Employer shall pay his/her reasonable moving expenses necessarily incurred by him/her due to such transfer.
  - 16.2.1 When a teacher is transferred subsequent to the start of a school year, the teacher will be provided unassigned time to prepare for the new assignment. The amount of time shall be determined by consensus among the two principals and the teacher, subject to the approval of the superintendent. If a consensus is not reached, the superintendent shall determine the amount of time. In no case shall it be less than 1/2 day.
- 16.3 Notwithstanding section 104 of the *School Act*, 2000, no teacher who has been designated a principal, vice-principal or assistant principal shall be transferred to another school without his/her consent.
- 16.4 Any teacher who becomes an employee of the Employer pursuant to the provisions of sections 241 and 242 of the *School Act*, 2000 and who had

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been designated a principal, vice-principal or assistant principal by his/her former employer retains such designation.

**17.0 GENERAL**

17.1 All previous agreements, schedules and regulations concerning rate of salary and conditions of employment between or affecting both parties are hereby cancelled at the signing of this agreement. Until this agreement is signed, the existing collective agreement remains in effect.

17.2 Except for substitute teachers, each teacher shall be paid 1/12 of their annual rate of salary on or before the 26<sup>th</sup> of each month.

17.2.1 At the written request of the teacher by January 1, the Employer shall pay on the last teaching day of June an advance in respect of July and/or August salary in an amount not exceeding the estimated net salary for such month or months. No more than 50 teachers may access this provision per school year. Applications will be accepted in the order they are received.

17.3 Teachers shall be assigned duties for not more than 200 days in any school year. Any teacher who is in receipt of an administrative allowance as provided in article 7 shall accept the responsibility for having his/her school units operational on the commencement day of each school term, semester or other division of the school year.

17.4 The Employer shall submit, in writing, proposed Employer regulations, administrative procedures and/or Employer policies pertaining to teachers to the ATA Local No 18 and the teacher chairperson of the Teacher Board Advisory Committee (TBAC).

It shall be the responsibility of the ATA Local No 18 to provide the Employer with the names of the local executive, school representatives and the TBAC chairperson.

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

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

17.5.1 Every teacher employed by the Employer shall pay the fees set by the bylaws of the ATA, the Employer shall deduct these fees from the salary of every teacher it employs, other than as a superintendent and shall pay the membership fees and furnish a list of teachers in its employ each month to the Association.

17.6 This agreement shall enure to the benefit of and be binding upon the parties and their successors for the period of the contract.

17.7 Teachers required to teach in two or more schools in one day shall be paid mileage or travel allowance at the same rate as other Employer personnel.

17.8 The Employer shall operate a deferred salary leave plan.

17.9 The Employer shall effect and keep in force an adequate policy or policies of insurance, insuring each teacher in its employ when acting in the course of such teacher's employment against liability in respect of any claim for damages or personal injury.

17.10 If a teacher receives sick leave benefits from the Employer because the teacher has been injured through the fault of a third party, the Employer has subrogation rights. This means that the teacher may make a claim to recover the amount of these benefits from the other party. Where a teacher chooses not to pursue a claim against the third party, the Employer may pursue a claim against the third party for recovery of those sick leave benefits paid to the teacher.

17.11 The parties agree that extracurricular activities are valuable for students and recognize the importance of the contribution teachers provide to these activities. Teacher participation in extracurricular activities is voluntary.

## **18.0 NOON HOUR SUPERVISION**

18.1 The principal of a school shall, after consultation with his staff, organize the staff and any other persons designated by the Employer in such a manner as to provide proper supervision during the noon intermission.

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- 18.2 Any arrangements so made by agreement among the majority of the staff shall be binding upon the entire staff and shall be a condition of employment.
- 18.3 Any arrangements so made and in compliance with this clause, shall be subject to the approval of the superintendent.
- 18.4 Where possible, any teacher required to be on duty, in compliance with this clause, shall be entitled to 30 minutes time during the school day free of the school and free of school duties.

**19.0 YEAR ROUND EDUCATION**

- 19.1 Teachers employed by the Employer who transfer to a school with a year round calendar, instead of being provided with two months of salary in August of the year of the transfer, shall be paid an additional month of salary at the conclusion of their service with the Employer. A teacher affected by this clause who then transfers back to a traditional school year shall receive the additional month in the same manner.
- 19.2 Teachers who are hired by the Employer in a school with a year round calendar shall be paid their monthly salary as per clause 17.2 from August to July of each school year. If a teacher hired in a school with a year round calendar transfers to a school with a traditional school year, they shall continue to be paid from August to July and are not eligible for any compensation under clause 19.1.
- 19.3 The salary pursuant to clause 19.1 shall be at the rate of pay in effect at the time payment under clause 19.1 is carried out.
- 19.4 The payment due under this clause shall be secured by way of a written addendum to the individual teachers' current employment contract.

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**IN WITNESS WHEREOF** the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ON BEHALF OF THE EMPLOYER**

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**ON BEHALF OF THE ASSOCIATION**

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Coordinator, Teacher Welfare

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Representative of the Bargaining Agent

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**SUB PLAN – WETASKIWIN REGIONAL PUBLIC SCHOOLS (hereinafter called “the Employer”)**

Revenue Canada Taxation Number - 13975 6357 RP001

Number of employees covered - 290

1. The Employer intends to cover all employee groups under the SUB plan.
2. The plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by maternity.
3. (a) Employees must prove that they have applied for and are in receipt of employment insurance benefits in order to receive payment under the plan.  
(b) SUB is payable for a period during which an employee is not in receipt of EI if the only reason for non-receipt is the claimant:
  - i) is serving the two week EI waiting period,
  - ii) has insufficient weeks of insurable employment to qualify for EI or
  - iii) has exhausted her entitlement to EI.
4. The benefit level paid under this plan is set at 100 percent of the employee's regular weekly earnings. The combined weekly rate of the EI benefit and SUB payments will not exceed 100 percent of the employees' normal weekly earnings.
5. This SUB benefit will be paid for 15 weeks.
6. (a) The plan is financed by the Employer's general revenues.  
(b) SUB payments will be kept separate from payroll records.
7. The duration of the plan is from the time it is received by Employment Immigration Canada until such time as it is amended or altered by negotiations of the collective agreement.
8. The Employer will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within 30 days of the effective date of the change.
9. Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.

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10. Payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

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## Letters of Understanding

### Retired Teachers

When the Employer employs a retired teacher who is in receipt of an ATRF pension, the Employer agrees to reimburse the teacher for demonstrated costs of benefits consistent with those provided in Article 5.2.

### Lieu days for Principals

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

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## Letter of Intent

The Board agrees to discuss issues regarding the Health Spending Account with the Teacher Board Advisory Committee (TBAC).

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