

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**WESTWIND SCHOOL DIVISION NO. 74**

**and**

**THE ALBERTA TEACHERS' ASSOCIATION**

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

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This collective agreement is made this \_\_\_\_ of \_\_\_\_\_ 20\_\_ between Westwind School Division No. 74 (P) 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*Effective October 29, 2019, the whereas statement above is repealed and replaced by the following whereas statement:*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 the terms and conditions of employment and the salaries of the teachers have been the subject of negotiations between the parties, and

Whereas the parties desire that these matters be set forth in a Collective Agreement to govern the terms of employment of the said teachers.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH that in consideration of the premises and 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*Effective October 29, 2019, clause 1.1 above is repealed and replaced by the following clause:*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 Assistant Superintendent
- 1.2.3 Associate Superintendent
- 1.2.4 Deputy Superintendent
- 1.2.5 Director Positions
- 1.3 *Effective October 29, 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 29, 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 parties hereby recognize that basic to the proper management and administration of a school system it is the School Division's right and responsibility to formulate and adopt policies and regulations.*

*Effective October 29, 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 **Structural Provisions**
- 1.10.1 **Standing Committee**
- 1.10.1.1 *A standing committee shall be established to meet semi-annually, for the discussion of issues and concerns that may arise from time to time. The committee will consist of a minimum five (5) members of Association Local #12 and five (5) members of the School Division and the superintendent of schools.*
- 1.11 *Effective October 29, 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 29, 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 29, 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 *Teachers under contract, except substitutes shall be paid on the 28th of the month with the exception of December when teachers shall be paid on the 20th of the month.*
- 3.1.2 *Any teacher completing a full year's service shall have made available for professional development to him/her any sums*



outstanding at the end of the year's teaching. Written application must be made prior to June 1.

- 3.1.3 Payment for teachers shall be in accordance with the memorandum regarding calculation of salary for the purpose of both payment and deduction, memorandum between the Association and the Alberta School Trustees' Association signed on/or about January 6, 1972.
- 3.1.4 Payment for administration shall commence on the effective date of appointment of the administrator.

**3.2 Grid**

3.2.1 *The following shall determine the placement on the salary schedule:*

3.2.1.1 *the number of years of teacher education in accordance with clause 3.3*

3.2.1.2 *the number of years of teaching experience in accordance with clause 3.4.*

3.2.2 *The School Division shall pay all the teachers monthly one-twelfth (1/12) of the salary in effect for that month as herein set forth and computed. For the purposes of this Collective Agreement, allowances shall be considered to be part of the salary.*

3.2.3 *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>
0	58,778	62,307	66,044
1	62,292	65,806	69,553
2	65,805	69,308	73,060
3	69,318	72,800	76,568
4	72,832	76,304	80,074
5	76,343	79,809	83,584
6	79,858	83,307	87,090
7	83,373	86,805	90,598
8	86,886	90,306	94,107
9	90,396	93,806	97,614

10	93,914	97,306	101,124
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**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 Teacher Qualifications Service in accordance with the policies established by the Teacher Salary Qualifications Board, established by Memorandum of Agreement among the Department of Education, The Association, and the Alberta School Trustees' Association, dated March 23, 1967.*
- 3.3.2 *Placement on the salary schedule shall be according to the number of years of teaching experience and full years of teacher education at September 1 or February 1 of each school year or upon commencement of employment.*
- 3.3.3 *Each teacher claiming additional teacher education and each teacher commencing employment with the School Division shall within 60 days of September 1 or February 1 or commencement of duties submit to the School Division proof of having applied for a statement of qualifications to be issued by the Teacher Qualifications Service of the Association.*

**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 Jurisdiction.*

- 3.4.5 *A year of teaching experience is any one-year during which a teacher has rendered service for not less than 120 days. A teacher who has rendered service for not less than 60 days in any one semester shall receive credit for one-half year of teaching experience. One-half year teaching experience not to be paid except that two one-half years of teaching experience in different school years shall count as one year of teaching experience. Except as otherwise provided teaching experience shall not include university or college instruction. Teachers receiving such university experience prior to January 1, 1980 and college experience prior to January 1, 1981 shall continue to receive same.*
- 3.4.6 *Notwithstanding clause 3.4.5, any teacher hired on a regular part-time basis such that 120 full days of teaching cannot be accumulated in one school year, or 60 full days in one semester, shall receive credit for one year's teaching experience upon a total accumulation of 120 full days of teaching or more prior to the adjustment date as specified in clause 3.3.2., accumulation to commence September 1, 1972.*
- 3.4.7 *Teaching experience obtained by a teacher prior to engagement by the School Division is counted as if it has been teaching experience in schools under the School Division's jurisdiction. Prior teaching experience shall be documented by previous employer(s).*

**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 jurisdiction, 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: Effective September 1, 2019**

*3.5.1 In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the School Division shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a condition of employment by the School Division.*

*3.5.1.1 Teachers must present valid proof of education and experience, satisfactory to the School Division, prior to this evaluation.*

*3.5.1.2 This evaluation shall be conducted when a teacher is hired to teach a CTS or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.*

*3.5.1.3 A copy of the decision will be provided to the teacher.*

*3.5.2 After the evaluation in 3.5.1 has concluded, the School Division may place a teacher on a step greater than their experience and/or education dictates under clauses 3.3 and 3.4, up to the maximum provided in the applicable category.*

**3.6 Other Allowances**

**3.6.1 Teacher Assigned to Multiple Locations Allowance**

*3.6.1.1 Any teacher required to teach in more than one school shall receive a per diem allowance, paid at current School Division per kilometre rate, for such days when the distance travelled between schools exceeds eight kilometres.*

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

**4.1 Creation of New Designations/Positions**

4.1.1 It is the right of the School Division to create and fill administrative, supervisory and consultative positions provided that said positions are limited to those set out in article 4.2.3 and other articles of this Collective Agreement.

**4.2 Administration Allowances**

**4.2.1 Principal Allowances**

4.2.1.1 *In addition to their salary in clause 3.2, each Principal (excluding Hutterite Colony Principals) shall receive, monthly, an allowance equal to one-twelfth of the following schedule:*

	September 1, 2014
<i>Greater than 50 FTE Students</i>	\$10,037.61
<i>Less than 50 Students</i>	\$7,889.98

*Plus a per student allotment as per the following schedule:*

	September 1, 2015
<i>First 300 Students</i>	\$39.85
<i>301-600 Students</i>	\$21.34
<i>Over 600 Students</i>	\$11.28

4.2.1.2 *These amounts will be calculated using September 30 enrolment counts for each year using the following definitions for students:*

*Pre-K student = 0.25 FTE*

*Kindergarten student = 0.50 FTE*

*Grade 1 – 12 student = 1.0 FTE*

4.2.1.3 *For each one percent adjustment (or portion thereof) to the Salary Grid, as per clause 3.2, increases/decreases to the Principals Allowance, clause 4.2.1.1, will occur as follows:*

*\$.35 per student added/subtracted to the rate for the first 300 students*

*\$.15 per student added/subtracted to the rate for the second 300 students*

*\$.05 per student added/subtracted to the rate for the remaining students.*

4.2.1.4 *No principal allowance shall be less than the highest allowance calculated for a vice-principal.*

4.2.1.5 *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.*

**4.2.2 Vice Principal Allowance**

4.2.2.1 *In addition to their salary in clause 3.2, each Vice-Principal shall receive one-half or one-quarter of the allowance paid to the Principal depending on their designation of either a 1.0 or a .50 Vice-Principal.*

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

**4.2.3 Other Allowances**

4.2.3.1 *In addition to the salary under clause 3.2 there shall be paid as per the following schedule to designated personnel employed by the School Division.*

	<i>September 1, 2015</i>
<i>Supervisors</i>	<i>\$10,479.16</i>
<i>Coordinators</i>	<i>\$5,030.18</i>
<i>Consultants</i>	<i>\$2,578.17</i>
<i>Team Leaders</i>	<i>\$1,522.51</i>
<i>Summer Counseling Services</i>	<i>\$1,268.75</i>

**4.2.4 Hutterite Colony Allowance**

4.2.4.1 *Effective September 1, 2013, Hutterite Colony teachers shall be paid in addition to their salary as calculated in clause 3.2, an allowance equal to 5.0% of the 4th year*



*minimum. The Hutterite Colony allowance is not subject to the minimum allowance in clause 4.2.1.5.*

#### **4.3 Red Circling**

4.3.1 A Principal or Vice Principal who is directed by the School Division to another school, keeping their designation, at which the administrative allowance is less, shall continue to be calculated at the previous allowance rate for three years.

#### **4.4 Acting/Surrogate Administrators – Compensation**

4.4.1 In a school where there is no Vice-Principal, a teacher shall be designated by the School Division to be Acting Principal in the absence of the Principal, and shall be paid an amount equivalent to 1/200 of 25 percent of the Principal's allowance for each half day of the Principal's absence. This clause does not apply to Hutterite Colony Schools.

4.4.2 In a school where the Principal and Vice-Principal are absent, a teacher shall be designated by the School Division to be Acting Principal and shall be paid an amount equivalent to 1/200 of 25 percent of the Principal's allowance for each half day of absence.

4.4.3 When, in the absence of the Principal, the Vice-Principal or any other designee acts in their place for a period of five or more consecutive school days, the Vice-Principal or designee shall receive an allowance of 1/200 of the Principal's allowance as calculated in clause 4.2.1 effective on the fifth day and for every consecutive school day thereafter until the return of the principal.

#### **4.5 *Teachers with Principal Designations (Effective until the October 29, 2019)***

4.5.1 *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.*

4.5.2 *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.*

4.5.3 *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.*

4.5 **Teachers with Principal Designations** (Effective October 29, 2019, the following repeals and replaces clause 4.5. above)

4.5.1 *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.*

4.5.2 *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.*

4.6 **Other Administrator Conditions**

4.6.1 **Lieu Days**

4.6.1.1 Each principal and vice-principal shall be granted one (1) day in-lieu per school year for services provided during the summer months. If the day is not used, it is forfeited without the option of a cash payout. Use of this day requires the approval of the Superintendent or designate.

## **5. SUBSTITUTE TEACHERS**

5.1 **Rates of Pay**

5.1.1 *A substitute teacher means a teacher employed on a day-to-day basis.*

- 5.1.2 *Effective, September 1, 1996 and until April 30, 2019, the rate of pay for substitute teachers shall be .355 % of the 4th year minimum per diem including holiday pay.*
- 5.1.3 Substitute teachers who are hired and paid as per clause 5.1.2 shall be compensated on a pro-rata basis with a minimum rate of pay of one-half day.

	<i>September 1, 2015 (Effective until April 30, 2019)</i>
<i>Substitute Pay</i>	<i>\$208.65</i>

- 5.1.4 *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.*
- 5.1.5 *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: Rate of pay for a teacher employed on a substitute basis who fills the same teaching position for more than five consecutive days shall be effective the sixth consecutive teaching day, according to placement on the salary grid subject to the terms of this Collective Agreement.*
  - 5.2.1.1 *Notwithstanding clause 5.2.1, a substitute teacher who fills a teaching position for more than four consecutive days and who accepts a contract of employment for the School Division shall be paid effective the first day according to placement on the salary grid.*
- 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 Cancellation of Substitute Assignment

- 5.3.1.1 Where a substitute teacher has accepted per diem employment, such employment shall not be cancelled without, at least, twelve (12) hours notice.
- 5.3.1.2 If a teacher cancels without proper notice, the teacher will be responsible for the cost of the substitute teacher.
- 5.3.1.3 If twelve (12) hours notice is not provided, the substitute teacher shall be assigned other duties within the school, by the principal or designate.
- 5.3.1.4 Where a substitute teacher position is cancelled due to the cancellation of a scheduled event or other School Division decision, the cost of the substitute shall be the responsibility of the School Division.

## 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 Benefits and Proration*
  - 6.2.1 *Part-time teachers, who are eligible, shall be paid in accordance with 7.1.1., on a prorata basis.*

## 7. GROUP BENEFITS

- 7.1 **Group Health Benefit Plans, Carrier and Premiums**
  - 7.1.1 *The School Division shall pay 100% of each teacher's premiums for the following plans:*
    - 7.1.1.1 *Alberta School Employee Benefit Plan (A.S.E.B.P.)*
    - 7.1.1.2 *ASEBP Extended Disability - Plan D and Life, Accidental Death and Dismemberment - Schedule 2*

7.1.1.3 *ASEBP Extended Health Care - Plan I*

7.1.1.4 *ASEBP Dental Care - Plan 3*

7.1.1.5 *ASEBP Vision Plan 3 (Effective September 1, 2018)*

7.1.1.6 *Alberta Health Care Insurance (A.H.C.)*

7.1.2 *applicable to and for the benefit of teachers in its employ, according to the provisions of the plans.*

7.1.3 *All teachers shall be members of the A.S.E.B.P. - Plan D, Schedule 2, as defined in 7.1.1.2.*

## **7.2 Group Benefits Eligibility**

7.2.1 *With respect to clause 7.1.2 it is understood that participation in A.S.E.B.P. - Extended Health Care Plan 1, Dental Care Plan 3, Alberta Health Care Insurance and Vision Plan 3 (Effective September 1, 2018) is not a condition of employment.*

7.2.2 *The School Division will not provide benefits during any leaves of absences, including extended disability, except as provided in articles 11, 12, 13 and 14 of this collective agreement, however the teacher may, at their discretion, pay 100 % of the ASEBP premiums during such leave provided that such provisions are approved by benefit plan regulations.*

## **7.3 Health Spending Account and Wellness Spending Account**

7.3.1 *Effective September 1, 2019, Westwind will provide for each teacher who is on a temporary contract of at least 30 days duration, probationary, or continuing contract, and based on their FTE (full time equivalent), a combined health spending account (HSA/WSA) teacher package through A.S.E.B.P. based on the following schedule:*

*Health Spending Account \$725*

7.3.2 *Teachers for whom the School Division is not paying benefits will not receive an HSA/WSA allocation.*

## **7.4 Other Group Benefits**

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

7.4.1.1 *It is understood that payments toward the aforementioned benefit plan shall permit the School Division to retain and*

not pass on to teachers any rebates of premiums otherwise required under Employment Insurance Commission regulations.

## **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 *Staff deployment and administrative time shall be the responsibility of the superintendent and principal in consultation with the staff.*

### **8.4 School Calendar**

8.4.1 If the School Division wishes to change the commencement date of the school year they shall notify the teachers of such change at least three months prior to the commencement of that school year.

### **8.5 New Teacher Orientation**

8.5.1 A newly hired teacher, who attends an orientation day(s) prior to the first scheduled day for all teachers, shall receive one two-hundredths (1/200) of their annual salary per day of orientation and shall have their benefits commence on the first day of the orientation.

### **8.6 Extra Curricular Involvement**

8.6.1 The parties recognize the value of extra-curricular activities including the participation of teachers. However, teacher participation in extracurricular activities is voluntary. Should a teacher decide to participate in such activities, the teacher will not be paid for such service and it will not count as assignable time.

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

- 8.7.1 *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.*
- 8.7.2 *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.*
- 8.7.3 *When reasonable, this break shall occur in the middle of the assignment.*
- 8.7.4 *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 Leave**

Notwithstanding 9.2.1 through 9.2.6 the School Division may offer a summer professional leave to assist teacher(s) in retraining for a specific classroom assignment as posted by the School Division. Effective September 1, 1993 a teacher who is granted summer professional leave will receive up to \$1,500 in reimbursement for tuition costs.

- 9.2.1 Professional leave shall mean leave of absence granted by the School Division on application by a teacher for the following reasons:



- 9.2.1.1 Study approved by the School Division to upgrade a teacher's academic or professional status, or for other reasons, which are acceptable to the School Division.
- 9.2.2 A teacher who is granted professional leave shall give an undertaking in writing to return to their duties following expiration of their leave and shall not resign from teaching service, other than by mutual agreement between the School Division and the teacher, for a period of at least two school years after resuming their duties. Should a teacher resign or retire from service of the School Division before completing their two-year's service following such leave; repayment of leave salary shall be made to the School Division on a prorata basis.
- 9.2.3 All applications for professional leave shall be submitted to the School Division by April 1 preceding the school year in which the professional leave is to commence.
- 9.2.4 The School Division may, after reviewing the applications for professional leave, grant up to two such leaves per school year. Those requesting leaves shall apply to the School Division prior to April 1 in the year preceding the school year in which the professional leave is requested to occur. Those granted professional leave shall be so informed by April 30th preceding the school year in which the professional leave is to commence.
- 9.2.5 A teacher who is granted professional leave for a school year shall receive as salary 50 % (percent) of the 4th year maximum (as per clause 3.2.3) during the year of their professional leave, payable in a manner agreed upon by both parties. For a half (1/2) year of professional leave, payment as salary shall be one half of 50% (percent) of the 4th year maximum. A part-time teacher granted a professional leave shall receive the applicable salary herein on a prorata basis.
- 9.2.6 Professional leave may be applied for after five years or during the fifth year of continuous service with the School Division.
- 9.2.7 Upon resumption of duties, the teacher shall be returned to a position no less favourable to the teacher than the one which they enjoyed before the leave was taken, when such assignment is practicable.

## **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 20 school days of sick leave at full salary. During the second and*

*subsequent years of service, annual sick leave with full salary will be granted for 90 calendar days.*

10.2 *A teacher who is absent from school duties to obtain necessary medical or dental treatment, or because of accident, disability or sickness shall continue to be entitled to the full number of sick leave days stipulated in 10.1. Notwithstanding the above, after 20 school days of continuous absence in a teacher's first year of service, no further salary shall be paid. After 90 calendar days of continuous absence during a teacher's second or subsequent years of service, no further salary shall be paid and the provisions of A.S.E.B.P. shall take effect. A teacher who in their second or subsequent year of service returns to work after a continuous absence of 90 calendar days shall have their leave entitlement under clause 10.1 reinstated upon submission of a medical certificate of good health.*

10.3 *When a teacher leaves the employ of the School Division all accumulated sick leave shall be cancelled except as provided in 10.3.1.*

10.3.1 *Notwithstanding clause 10.3 in the case of a teacher who has had previous service with the School Division and re-enters its employ within 26 months of leaving, and upon production of a medical certificate of good health, the sick leave accumulated, clause 10.1 during the period of employment with the School Division shall be reinstated to the credit of the teacher.*

10.4 *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 5 or less consecutive teaching days must indicate on their teacher absent report form whether the absence was due to illness, medical appointment, dental appointment, or other health related appointment.*

10.5 *Medical Leave Form*

*A teacher who is absent from school duties for a period of more than 5 consecutive teaching days to obtain medical or dental treatment or because of accident, disability or sickness must provide Westwind with a medical leave certificate. The required certificate is included as Appendix 1 at the end of the collective agreement. The certificate must be provided to division office as soon as reasonably possible and at least 24 hours prior to the teacher's return to work. For an extended absence, it is expected that the required certificate be received at division office not later than 15 calendar days from the first day of the absence.*

10.6 *Updated Medical Leave Certificate*

*If the information provided by the doctor on a previous Medical Leave Certificate (Appendix 1) changes, the teacher shall provide Westwind with an updated Medical Leave Certificate (Appendix 1) as soon as reasonably*

*possible. Westwind shall reimburse the teacher for the cost, if any, of the preparation by the doctor of an updated medical certificate.*

#### 10.7 *Return to Work*

*When a medical leave lasts beyond thirty (30) calendar days, a return to work meeting must occur with the superintendent or designate prior to the teacher returning to work. The teacher will provide the division a Return to Work Certificate (Appendix 2) five working days prior to the anticipated return to work date, or at the time of the return to work meeting.*

### **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 *A teacher shall be entitled to maternity leave.*

11.1.2 *The School Division will register and implement a 95 percent supplementary unemployment benefits plan which each teacher shall access for pay for a period of 15 weeks of maternity leave. The School Division shall pay its portion of each teacher's benefit plan premiums for the 15 week period. The remainder of the maternity leave, exclusive of the 15 week period, shall be without pay and School Division contribution of premiums.*

11.1.3 *Each teacher shall endeavor to notify the School Division verbally of her leave requirements three months in advance, however, she shall give the School Division at least two weeks written notice of the day on which she intends to commence maternity leave. If matters arising from the pregnancy prevent such notice the teacher shall provide such notice as is possible.*

##### ***Parental Leave***

11.1.4 *In addition to the 15 week leave, each teacher shall be eligible for a further 37 week parental leave without pay and School Division contribution to benefit premiums provided such is contiguous with the maternity leave. During this period, the teacher shall be eligible to maintain her benefit insurance coverage provided she pays 100 percent of the premiums in accordance with Article 11.2.*

11.1.5 *At least two weeks prior to the 37 week parental leave commencing, each teacher shall endeavor to provide written notice to the School Division of the date she plans on returning to work.*

*Within this 37 week parental leave the teacher may amend her return date, in consultation with the superintendent or designate, providing she gives the School Division 4 weeks notice of the new return date.*

- 11.1.6 *Teachers returning from the maternity or parental leave shall be returned to the position held at the commencement of the leave. This 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.*
- 11.1.7 *A teacher shall be entitled to 37 weeks of adoption leave without pay or School Division contribution to benefits. The teacher concerned shall notify the School Division six weeks prior to commencement of the leave. If matters arising from adoption procedures prevent such notice the teacher shall provide such notice as is possible. Within this 37 week adoption leave the teacher may amend her return date, in consultation with the superintendent or designate, providing she gives the School Division 4 weeks notice of the new return date. A teacher granted an adoption leave shall have the same options as outlined in clause 11.1.6. During this period, the teacher shall be eligible to maintain their benefit insurance coverage provided they pay 100 percent of the premiums in accordance with Article 11.2.*

### **Adoption Leave**

- 11.1.8 *A teacher shall be entitled to extend the adoption leave by an additional 15 weeks provided such is contiguous with the adoption leave. During this period, the teacher shall be eligible to maintain their benefit insurance coverage provided they pay 100 percent of the premiums directly to ASEBP.*
- 11.1.9 *Through the maintenance phase of this Collective Agreement a mutually agreed to S.U.B. plan shall be implemented.*
- 11.1.10 *A teacher is entitled to 37 weeks of parental leave provided the teacher has not accessed the provisions of clauses 11.1.4, 11.1.7 or 11.1.8. The teacher shall provide six weeks notice of intent to commence leave. If matters arising from a birth or adoption prevent such notice the teacher shall provide such notice as is possible. Within this 37 week parental leave the teacher may amend their return date, in consultation with the superintendent or designate, providing they give the School Division 4 weeks notice of the new return date. During this period, the teacher shall be eligible to maintain their benefit insurance coverage provided they pay 100 percent of the premiums in accordance with Article 11.2.*

**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 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.*
- 11.2.6 *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 and shall repeal and replace clauses 11.1 and 11.2 above as applicable.**

**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 Temporary leave of absence with pay shall be granted to teachers as follows provided that an amount equivalent to the salary of a substitute is forthcoming to the School Division through payroll deduction or payment from other sources:
- 12.1.1 Personal leave for not more than five days in any school year shall be granted for attending to private concerns, where possible, at least one days' notice shall be given to the principal, or in the case of a principal to the Superintendent or central office.



- 12.2 Where a teacher takes a personal leave on an instructional day where the substitute teacher receives the half-day rate of pay, the amount deducted from the teacher's salary will be the actual cost of the substitute teacher.
- 12.3 The School Division discourages taking leave days on planned professional development days and other non-instructional days. In the event that a teacher takes a "personal day" on any day where a substitute is not required, the cost to that teacher for that day will be at the full-day rate of pay for a substitute teacher.

### **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.*
- 13.4 *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 their behalf while on secondment under this clause.*

### **14. OTHER LEAVES**

- 14.1 Where a teacher is absent from work for the entire work day, whether a substitute teacher is required or not, that day shall be deemed to be a "full day" for the purpose of reducing the number of eligible leave days for the

teacher. For example, where a teacher takes a leave day on an early-dismissal day, it is considered a full day of leave, not a half day, regardless of the nature of the leave.

## **14.2 With Full Pay**

A teacher is entitled to temporary leave of absence with pay and such leave is deemed to be an authorised absence approved by the School Division. Where such teacher is absent:

### **14.2.1 Critical Illness or Death Leave**

14.2.1.1 *For not more than five teaching days per school year, if necessary, because of the critical illness or death of any of the following legal relatives of the teacher or spouse: Spouse, child, parent, grandparent, grandchild, sister, brother, aunt, uncle, niece, nephew, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or other relative who is a member of the teacher's household.*

14.2.1.2 *Where critical illness is not followed by death within 30 days, the School Division may require a medical certificate stating that critical illness was the reason for absence. Such medical certificate may be requested by the School Division within 30 days of their being notified.*

### **14.2.2 Family Medical/Needs Leave (Not a Discretionary Day)**

14.2.2.1 *Two (2) days per school year to provide necessary medical or emergent support and/or care for a family member. Family member is defined as spouse, child, parent, parent-in-law and any other person residing in the teacher's household as a member of the family.*

### **14.2.3 Impassable Roads Leave**

14.2.3.1 For those days on which a teacher is unable to reach the school from their usual place of residence because of impassable roads, when the absence is approved by the principal.

### **14.2.4 Jury Duty/ Court Appearance Leave**

14.2.4.1 For those days in which a teacher has been subpoenaed to appear in court to give professional, job related evidence. A copy of the subpoena shall be submitted with the month end report.

14.2.4.2 To attend to a directive to serve as a juror in any court operated by either the Province of Alberta or the Government of Canada. Westwind School Division No. 74 will subrogate any compensation received by the employee, excluding reimbursements for expenses.

#### 14.2.5 **Discretionary Leave**

##### 14.2.5.1 (Discretionary day)

In the case of a teacher without a principal designation, one day per school year discretionary leave providing one days notice is given to the principal and a suitable substitute can be found. In the case of a teacher with a principal designation, one day per school year discretionary leave providing one days notice is given to the superintendent or designate, and an appropriate substitute can be found.

##### 14.2.5.2 (Incentive Day)

For each school year in which a teacher uses two (2) or less days sick leave they will earn one (1) day incentive leave (discretionary day).

##### 14.2.5.3 (Wellness Day)

When a teacher earns the sick leave incentive day in two consecutive years they will be awarded a wellness day (discretionary day). After a wellness day has been earned, a new two-year block toward an additional wellness day begins.

##### 14.2.5.4 (Provision for Accumulation)

Discretionary leave days can be accumulated up to a maximum of seven days. Once seven discretionary days have been accumulated, any further accumulation will only be allowed up to a maximum of eight, and the eighth day must be used prior to December 31 in the same school year in which the days were awarded, at which time the maximum accumulated days will revert to seven.

##### 14.2.5.5 (Approval for use of Discretionary Days)

Discretionary days (discretionary, incentive and/or wellness), as per clause 14.2.5.1, 14.2.5.2 and 14.2.5.3,

may be taken with the approval of the Principal providing that an appropriate substitute can be found. In the case of a principal, the leave must be approved by the superintendent or designate.

#### 14.2.5.6 (Approval for consecutive days of discretionary leave)

The principal may authorize the use of up to three (3) consecutive discretionary days, providing that a suitable substitute can be found. Teachers requesting to use discretionary days in excess of three consecutive teaching days must forward their request through the principal, to the Superintendent of Schools or designate. All requests for more than three consecutive days of leave, must be received by the superintendent or designate no less than 10 calendar days prior to the first day of the requested leave.

#### 14.2.5.7 (Pay out provision)

At the time of retirement or termination of employment with the School Division, each accumulated discretionary day will be valued at the current rate of substitute pay (clause 5.1) to determine the amount paid to the teacher. The number of days paid will never exceed seven (7).

### 14.3 **School Closure**

14.3.1 When school is closed for all students due to health reasons, inclement weather, physical plant breakdowns, teachers will not be required to attend school.

### 14.4 **Deferred Salary Leave**

14.4.1 The School Division agrees to implement a Deferred Salary Leave Plan as approved by Revenue Canada and as available at the Central Office and at each school.

14.4.2 An "Eligible Teacher" shall mean a teacher employed pursuant to a contract that continues in force from year to year. The maximum number of Participants on Leave of Absence in any one-year shall be subject to a decision of the School Division taking into account the number of years of Participation of each teacher and the needs of the system.

14.4.3 A teacher's benefits will be maintained by the School Division during their leave of absence, provided the teacher requests such in writing three (3) months prior to date of leave. The teacher shall pay to the School Division the full cost of any benefit premiums paid on their behalf.

## 15. CENTRAL GRIEVANCE PROCEDURE

15.1 *This procedure applies to differences:*

- a) *about the interpretation, application, operation or alleged violation of any central item including the question of whether such difference is arbitrable;*
- b) *about the interpretation, application or alleged violation of both a central item and a non-central item including the question of whether such a difference is arbitrable; and*
- c) *where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.*

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

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

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

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

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

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

15.7 *The written notice shall contain the following:*

- a) *A statement of the facts giving rise to the difference,*
- b) *The central item or items relevant to the difference,*
- c) *The central item or items and the non-central item or items, where the difference involves both, and*
- d) *The remedy requested.*

15.8 *The written notice must be served on the other party to the difference within 30 operational days of when the grieving party first had knowledge of the facts giving rise to the grievance. For the purposes of this article, the months of July and August shall not be included in the computation of the 30 operational days.*

15.9 *Representatives of TEBA and the Association shall meet within 15 operational days to discuss the difference or at such later date that is mutually agreeable to the parties. By mutual agreement of TEBA and the Association, representatives of the School Jurisdiction affected by the difference may be invited to participate in the discussion about the difference.*

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

15.11 *If the difference is not resolved, the grieving party may advance the difference to arbitration by notice to the other party within 15 operational days of the meeting.*

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

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

- 15.13 *The Arbitration Board shall determine its own procedure but shall give full opportunity to TEBA and the Association to present evidence and to be heard.*
- 15.14 *The Arbitration Board shall make any order it considers appropriate. Without limiting the generality of the foregoing, an Arbitration Board may order that:*
- a) *An affected School Jurisdiction rectify any failure to comply with the collective agreement.*
  - b) *An affected School Jurisdiction pay damages to the Association, affected teacher or teachers, or both.*
  - c) *TEBA and the Association take actions considered fair and reasonable by the Arbitration Board.*
- 15.15 *The award of the Arbitration Board is binding on:*
- a) *TEBA and the Association.*
  - b) *Any affected School Jurisdiction.*
  - c) *Teachers covered by the collective agreement who are affected by the award.*
- 15.16 *TEBA and the Association shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the Chair.*

## **15. CENTRAL GRIEVANCE PROCEDURE**

- 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 The following grievance procedure is in accordance with the requirements of the Labour Relations Code and provides for the peaceful settlement of any differences arising from the interpretation, application or operation of this Collective Agreement, including any questions as to whether the differences are arbitrable and shall be dealt with as follows:

16.2 Step 1 Such differences (hereinafter called a grievance) shall first be submitted in writing to the secretary of the Local of the Association and the secretary-treasurer of the School Division.

16.2.1 Such written submission shall be made within 30 days from the date the griever first had knowledge of the alleged violation.

16.2.2 The submission shall set out the nature of the grievance, the clauses of this collective Agreement, which are alleged, to have been violated and the remedy sought.

16.3 Step 2 In the event the grievance is not settled within 15 days from the date of the submission in accordance with Step 1, then within a further period of 15 days the grievance shall be referred in writing to the grievance

committee, or either party and/or their representatives may appear before the grievance committee to also present an oral and/or written submission.

16.3.1 Such grievance committee shall consist of two representatives of the Westwind Local # 12 of the Association and two representatives of the School Division.

16.3.2 This grievance committee shall meet and endeavour to resolve the grievance, and shall render its decision within 15 days following receipt of the submission.

16.4 Step 3 In the event the grievance committee does not meet within 15 days following receipt of the submission, or in the event that the committee does not reach a majority or unanimous decision within the said time limitation, then either party may by written notice to the other party, require the establishment of an arbitration board as hereinafter provided.

16.4.1 Such notice must be given within 10 days after the date the 15-day limitation in Step 3 expires.

16.4.2 Concurrently with the notice by the party requiring the establishment of an arbitration board, the party shall name its nominee to the Board, and the recipient of the notice shall within five days inform the other party of its nominee to the Board.

16.4.3 The two nominees so appointed shall within five days of the appointment of the second of them, appoint a third person, who shall be chairman of the arbitration board. In the event of failure to agree on the appointment of a chairman, any party may request the Director of Mediation Services to make the necessary appointment.

16.5 Step 4 The arbitration board shall hear and determine the grievance and shall issue an award in writing not later than 15 days after commencement of the hearings, provided that this time period may be extended by written consent of the parties.

16.5.1 Such award shall be final and binding upon the parties and upon any employee affected by it.

16.5.2 The decision of a majority of the arbitration board is the award of the arbitration board, but where there is no majority (or unanimity) the decision of the chairman governs and shall be deemed to be the award of the arbitration board.

16.5.3 The arbitration board by its decision shall not alter, amend or change the terms of this Collective Agreement.

- 16.5.4 Each party to the grievance shall bear the expense of its respective nominee, and the two parties shall bear in equal proportions the expense of the chairman.
- 16.5.5 All the aforesaid time limitations in the steps shall be exclusive of Saturdays, Sundays and other holidays, and in the event that at any stage of the aforesaid procedures (except in respect of appointing persons to a board) a party fails to take the necessary action within the time limit specified, the grievance procedure shall be deemed to be at an end.
- 16.5.6 Any of the aforesaid time limits may be extended at any stage by mutual consent of the parties.

## **17. EMPLOYMENT**

### **17.1 Information and Files**

- 17.1.1 The School Division and the Association recognize the advantage and acknowledge the mutual benefits to be derived from communication through the various channels that are available to them.
- 17.1.2 The School Division shall submit proposed board policies and regulations pertaining to teachers to the elected representatives of its teaching staff during the time which schools are operating. The teachers shall be given at least four weeks or such time as mutually agreed upon to respond to these proposals. The teachers may respond to these proposals in such manner as they may desire.
- 17.1.3 Teachers may access a copy of the Collective Agreement from the Association website and a copy of the Board's current policies may be accessed from the Westwind School Division Website.

### **17.2 Transfers**

- 17.2.1 The School Division shall pay to a teacher it has transferred to another school the moving expenses incurred by the teacher and their family as the result of such transfer, resulting from a change of residence to be closer to their new assignment, to a maximum of \$1,500.00, as receipted. This does not apply to a teacher who has requested a transfer.
  - 17.2.1.1 To be eligible for this clause, the School Division imposed transfer shall be a deciding factor in the teacher's decision to change the location of their primary residence and where the travel distance to their new place of work increases by 25 km.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT:**

**THE ALBERTA TEACHERS'  
ASSOCIATION**

**WESTWIND SCHOOL DIVISION  
NO. 74**

\_\_\_\_\_  
Local 12 NSC Chair

\_\_\_\_\_  
School Division Chair

\_\_\_\_\_  
Local 12 NSC Vice-Chair

\_\_\_\_\_  
School Division NSC Chair

\_\_\_\_\_  
Coordinator of Teacher Welfare

**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.*

*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**

Investigate and establish a process, if appropriate, to make available to all eligible teachers a T2200 Form for costs incurred to attend the annual Southwestern Alberta Teachers' Convention.

**Letter of Understanding #10**

The Parties agree to refer the Admin in Procedures regarding hiring practices to the Standing Committee (1.10.1) for review and recommendations.



**Appendix 1**

**MEDICAL LEAVE CERTIFICATE FOR TEACHERS**

WESTWIND SCHOOL DIVISION No 74

1. Teacher's Name: \_\_\_\_\_

2. Job Title/Occupation: \_\_\_\_\_

3. The teacher was unable to work due to medical reasons beginning:

• Date \_\_\_\_\_

4. Is the patient receiving treatment? Yes \_\_\_ No \_\_\_ None required \_\_\_

5. Anticipated date of return to work:

• Date \_\_\_\_\_

• If date unknown, is the absence likely to be:

\_\_\_ < 30 days \_\_\_ 30-60 days \_\_\_ 61-90 days \_\_\_ > 90 days \_\_\_ currently indeterminable

6. Anticipated date of next reassessment, if applicable: \_\_\_\_\_

7. If the teacher is ready to return to work, is they

• Fit and able to return to work with no restrictions? Yes \_\_\_ No \_\_\_

• Or fit and able to return to work with modified work? Yes \_\_\_ No \_\_\_

List of work-related restrictions:

Date: \_\_\_\_\_

Attending Physician: \_\_\_\_\_ (signature)

\_\_\_\_\_ (please print name)

Work Address of Physician: \_\_\_\_\_

**Appendix 2**

**RETURN TO WORK CERTIFICATE FOR TEACHERS**

WESTWIND SCHOOL DIVISION No 74

1. Teacher's Name: \_\_\_\_\_

2. Job Title/Occupation: \_\_\_\_\_

3. Date of this return to work assessment: \_\_\_\_\_

4. Anticipated date of return to work: \_\_\_\_\_

5. Is the teacher ready to return to work:

• With no restrictions? Yes \_\_\_ No \_\_\_

• Or with modified work? Yes \_\_\_ No \_\_\_

If so, list work-related restrictions:

6. Are the restrictions temporary? Yes \_\_\_ No \_\_\_

• If temporary, please specify the anticipated length of the restriction(s) (e.g. days/weeks/months) \_\_\_\_\_

• If temporary, what is the anticipated date of the teacher's next medical appointment?

Date: \_\_\_\_\_

Attending Physician: \_\_\_\_\_ (signature)

\_\_\_\_\_ (please print name)

Work Address of Physician: \_\_\_\_\_