

ELK ISLAND PUBLIC SCHOOLS  
REGIONAL DIVISION NO. 14

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TEACHERS' COLLECTIVE

AGREEMENT



September 1, 2012 to  
August 31, 2016

ELK ISLAND PUBLIC SCHOOLS

THIS AGREEMENT is made, in sextuplicate this 17<sup>th</sup> day of October, 2013, pursuant to the *School Act* and the *Labour Relations Code*.

BETWEEN

Elk Island Public Schools Regional Division No. 14  
herein called "the Board"

AND

The Alberta Teachers' Association  
herein called "the Association", acting on  
behalf of the teachers employed by the Board

THIS AGREEMENT WITNESSETH:

1. Application

- 1.1 During the currency thereof, this agreement shall be applicable to all teachers employed by the Board under engagement pursuant to the *School Act* except Superintendent, Associate Superintendent(s) and Director of Human Resources.

2. Term

- 2.1 This agreement shall have effect from September 1, 2012 to August 31, 2016.
- 2.2 Notwithstanding the termination of this agreement, if notice has been given to commence collective bargaining, the terms and conditions herein shall remain in full force and effect until otherwise altered through collective bargaining or until irreconcilable impasse occurs in collective bargaining, whichever occurs first.

3. Notice to Revise the Collective Agreement

- 3.1 Request for Revision - Notice in writing may be given by either party during the period March 15<sup>th</sup> to May 31<sup>st</sup> prior to the expiration of the agreement requesting negotiations for revisions or amendments to this agreement.

- 3.2 At the first meeting between the parties following such notice, the parties shall provide each other with a Memorandum outlining proposed changes.
- 3.3 Failing notice being given as specified in Clause 3.1, this agreement shall continue in force for a further period of twelve (12) months.
- 3.4 The two (2) parties may at any time, upon their mutual consent, negotiate revisions to this agreement. Any such revisions mutually agreed upon shall become effective from such date as determined during the course of negotiations.

#### 4. Salary Scale

- 4.1 All salaries and allowances referred to herein are in respect of a school year unless otherwise specifically stated. "School year" shall be defined as the period September 1 to August 31.
- 4.2 The evaluation of teacher education for salary purposes shall be according to the policies and principles established by the Teacher Salary Qualifications Board (TSQB) established by the Memorandum of Agreement among the Department of Education, The Association and The Alberta School Trustees' Association dated March 23, 1967 and as amended from time to time.
- 4.3 Teachers who have not taught within the preceding ten (10) years of date of commencing employment shall be allowed one (1) increment on the salary grid for every two (2) full years of experience earned in a position requiring a valid teaching certificate to a maximum of six (6) increments.
  - 4.3.1 Notwithstanding Clause 4.3, a teacher who has successfully completed upgrading courses acceptable to the Board and the Superintendent of Schools, within two (2) years preceding hiring, may apply for reinstatement of lost increments on the basis of one (1) increment per one (1) approved course to a maximum of all previous experience, as allowed on the grid.
- 4.4. Effective September 1, 2012, Step 10 will be abolished and Step 11 will become a combined Step named Step 10 and 11.

Effective September 1, 2015, all salaries shall be increased by two percent (2%).

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

- 4.4.1 Provisions of this agreement in respect of salary as per Clause 4.4 shall be applicable to part-time teachers on a prorated basis, who shall receive only that portion of salary that the period of actual service in the year bears to a year of full-time service.
- 4.5 A Career and Technology Studies (CTS) trade teacher is a person, who has a valid Alberta teaching certificate, and instructs at least half time of a full-time equivalent (0.5 FTE) in his or her area of trade certification as a journeyman.
- 4.5.1 Industrial trade experience means industrial trade experience in the area of trade certification for which the teacher will be teaching, which experience was obtained while holding a valid journeyman certificate for the area in which the teacher will be teaching. One (1) year of full-time industrial trade experience shall be time equivalent to two thousand (2000) hours worked per year as a journeyman.
- 4.5.2 Experience will be paid for the last five (5) years of industrial trade experience plus one-third (1/3) of all remaining years of industrial trade experience, as defined above, provided that such industrial trade experience was earned while working full time.
- a. Industrial trade experience for partial years of industrial trade experience shall not be recognized for the purposes of this clause.
  - b. However, in the event that the total amount of industrial trade experience available for recognition, under this clause, leaves a remainder of greater than six (6) months of industrial trade experience, but less than twelve (12) months of industrial trade experience, such industrial trade experience shall be recognized to place the teacher on the next step of the grid, provided that the maximum number of years of experience on the grid has not been reached.
- 4.5.3 Industrial trade experience will only be recognized if the teacher must hold journeyman certification, as a condition of employment by the Board, and if
- a. the teacher instructs in their area of trade certification as a journeyman, on at least a (0.5) full-time equivalent basis, and
  - b. the teacher's prior industrial trade experience through verifiable employment was obtained while holding a valid journeyman certificate for the area in which the teacher will be teaching, and
  - c. the verifiable documents provided are either from a third party employer, or, in the case of self-employment, filed tax returns which confirm work in the area for which the teacher holds a valid journeyman certificate and will be teaching.



4.6 The salary of a teacher as calculated under Clause 4.4 of this agreement shall not be less than the amount payable immediately prior to the effective date of this agreement.

5. Administration and Supervision

Additional allowance for administration and supervision shall be paid in accordance with the following clauses:

5.1 To certificated persons designated as Principal or Assistant Principal, the following allowances shall be paid:

5.1.1 Effective September 1, 2015, principals' allowances shall be increased by two percent (2%). *Additional Allowances provided for in Clause 5 are based on a percentage of the principal's allowance and therefore, in accordance with the Framework Agreement, these allowances also increase by operation of increasing the principal's allowance.*

a. A Principal of a school will be paid the following annual allowances:

Enrollment	Principal
0 – 499	\$27,181
500 – 649	\$28,584
650 – 899	\$31,390
900 – 999	\$34,197
1,000 – 1,199	\$35,599
1,200 plus	\$37,002

b. Notwithstanding 5.1.1, the Principal of Next Step/Outreach/Home Education Programming, will be paid an annual allowance based upon an enrolment of 1,000-1,199 students.

5.1.2 To an Assistant Principal, sixty percent of the Principal's allowance:

Enrollment	Assistant Principal
0 – 499	\$16,309
500 – 649	\$17,150
650 – 899	\$18,834
900 – 999	\$20,518
1,000 – 1,199	\$21,359
1,200 plus	\$22,201

5.1.3 Notwithstanding the allowance schedule outlined in 5.1.1 and 5.1.2 an in-school administrator who is transferred at the Board's discretion to another administrative

position shall be entitled to an administrative allowance not less than the one he/she received prior to the transfer for a period of two (2) years. If an administrator is transferred to a teaching position and the designation is terminated, the administrator will continue to be paid on a monthly basis the amount being received as an allowance at the time of the transfer for a period of two (2) years. If the administrator is not transferred but his/her designation is terminated, the administrator shall be entitled to be paid on a monthly basis the amount being received as an allowance after the designation is removed for a period of two (2) years.

5.1.4

- a. After more than three (3) consecutive days' absence of a Principal or Assistant Principal the teacher appointed to act in his/her place shall be paid retroactive to and including the first day an allowance equivalent to that of the administrator being replaced for the further duration of such absence or until a regular appointment is made.
- b. Schools without an Assistant Principal position shall pay the teacher in charge sixty percent of the Principal's allowance when the Principal is absent for one (1) day or more.

5.1.5 Minimum administrative appointments shall be as follows:

- a. Assistant Principal at ten (10) teachers;
- b. Additional Assistant Principals shall be appointed upon the request of the Principal where, in consultation with the Superintendent and Board, the Superintendent and Board deem it necessary.

5.2 Directors and Assistant Directors shall work a twelve-month year and shall be entitled to an annual vacation of thirty (30) working days exclusive of statutory holidays. The dates of the annual vacation shall be as mutually agreed between the Superintendent and the Director and the Assistant Directors. When a teacher employed as a Director or Assistant Director leaves the employ of the Board, any unused vacation will be paid out based on the teacher's salary and allowance.

5.3 The Board shall pay to each certificated teacher appointed by the Board to the following listed positions, the allowance respectively set forth opposite each such position, namely:

Director	100 percent of maximum Principal's allowance
Assistant Director	85 percent of maximum Principal's allowance
Supervisor	60 percent of maximum Principal's allowance
Consultant	45 percent of maximum Principal's allowance

5.4 Any person appointed to the positions set out in Clause 5.3 working less than full-time in this position shall receive an allowance prorated in accordance with the time allotted by the Superintendent of Schools.

5.4 To all registered psychologists designated as the school counsellor and providing assessment and diagnoses for the purpose of identifying students with mild-moderate and severe disabilities, thirty percent of the minimum principal's allowance. If the assigned counselling time is less than full-time, the allowance payable to the registered psychologist shall be pro-rated by multiplying it by the full-time equivalent of counselling time. A registered psychologist may be paid a pro-rated counselling allowance for each school at which he or she is the designated school counsellor and is providing assessment and diagnoses for the purpose of identifying students with mild-moderate and severe disabilities.

## 6. Additional Allowances

6.1 An additional allowance shall be paid according to the following schedule provided that such allowance shall be inclusive of any other allowance in respect of administration.

6.1.1 In this clause, for senior high schools, a course is defined as five (5) or three (3) credit course. Effective September 1, 2015, these additional allowances shall be increased by two percent (2%).

An allowance to a maximum of \$7,374 shall be paid at September 1, 2012, to designated inschool coordinators of instruction at all grade levels who may be appointed upon the request of the principal to the Associate Superintendent (Human Resources). Effective September 1, 2015, an allowance to a maximum of \$7,521 shall be paid to designated inschool coordinators of instruction at all grade levels who may be appointed upon the request of the principal to the Associate Superintendent (Human Resources).

This allowance shall be calculated as follows:

At September 1, 2012, \$167 for each course (not class), plus \$144 per teacher, excluding the co-ordinator, teaching at least one (1) full course in the subject field, with a minimum of \$2,396. Effective September 1, 2015, \$170 for each course (not class), plus \$146 per teacher, excluding the co-ordinator, teaching at least one (1) full course in the subject field, with a minimum of \$2,444.

6.2 To all teachers teaching at more than one (1) school, where the buildings are separated by at least one (1.0) kilometer, and where the schools are not located on the same campus, an annual expense allowance shall be paid as follows:

\$1,000 (with no grid increase)



Effective September 1, 2014, increase this allowance to \$1,500.

To all teachers teaching at more than one (1) school located on the same campus, an annual allowance shall be paid as follows:

\$531 at February 1, 2007

Effective September 1, 2014, increase this allowance to \$600.

## **7. Application of Salary Schedule and Payment of Salary**

7.1 A teacher, newly employed by the Board, shall establish their entitlement to salary and additional allowances as provided by Clauses 4.2, 4.4 and 4.5 by supplying the Associate Superintendent (Human Resources) with proof, or proof of application, for the following documents ("the proper documentation"), as applicable, within the first three (3) months of employment:

- a. A statement of qualifications from the Teacher Qualification Service or any other service authorized by the Teacher Salary Qualifications Board.
- b. A statement regarding length of teaching experience from previous employers or a statutory declaration from the teacher.
- c. Evidence, through provision of the original journeyman's certificate which is then photocopied by the Board and returned to the teacher, of a valid journeyman certificate under Clause 4.5 of this agreement.
- d. Written proof, from the teacher's previous third party employers, specifying the length of industrial trade experience, as defined in Clause 4.5.1, such experience to have been served while holding a valid journeyman certificate for the area in which the teacher will be teaching or, in the case of self-employment, of filed tax returns which confirm work in the area for which the teacher holds a valid journeyman certificate and will be teaching.

7.1.1 A teacher who supplies the proper documentation as per Clause 7.1, within three (3) months of their commencement of employment, shall be provided with any applicable adjustments in salary and allowances retroactive to their date of commencement of employment.

7.1.2 A teacher who submits proper documentation as per Clause 7.1, after three (3) months of their commencement of employment, shall have any applicable adjustments in salary and allowances take effect from the first of the month next following the month of submission.



- 7.1.3 A teacher who is newly hired by the Board shall be paid a minimum of four (4) years of teacher education and zero (0) years of experience prior to the submission of proper documentation as per Clause 7.1.
- 7.1.4 Notwithstanding Clause 7.1.3, a teacher who has less than four (4) years of teacher education will be paid at four (4) years of teacher education and zero (0) years of experience.
- 7.2 A teacher holding a letter of authority shall not, until the submission of proof of holding a permanent Alberta Teaching Certificate, receive increments for more than three (3) years of teaching experience, provided always that no teacher holding a letter of authority and currently on staff shall receive less salary than he/she received under the immediately preceding agreement.
- 7.3 For the purpose of filling a specialized teaching position and/or a specialized supervisory position, the Board may, at its discretion in the interests of the educational system, from time to time engage a teacher at a salary step higher than provided by the salary scale in the terms of this agreement for his/her experience, although not higher than the maximum provided for a teacher of his/her teacher education as evaluated under Clause 4.2 and 7.1 (a). In such case the Board shall, without delay, notify the Chair of the Economic Policy Committee of the Elk Island Public School Board's bargaining unit.
- 7.4 A teacher shall, for the purposes of placement on the salary grid, be deemed to have earned an additional year of teaching experience upon a teacher having rendered active service with the Board for not less than the equivalent of one hundred and thirty (130) days of active service. The additional teaching experience earned hereunder shall not be credited to a teacher until the commencement of the next school year or the first day of February in that school year, whichever date occurs first, after a teacher is deemed to have earned an additional year of teaching experience. In the event that a teacher has rendered more than one hundred and thirty (130) days of active service since being credited with their last increment, a teacher shall not be entitled to apply any days of active service in excess of one hundred and thirty (130) days to the earning of an additional increment. A teacher who meets the experience eligibility requirements shall be entitled to only one (1) experience increment per school year.
- 7.4.1 A teacher requesting that the Board recognize experience earned with a previous board shall provide to the Board written confirmation from the previous board certifying that:
- a. The experience was earned while the teacher was in possession of a valid teaching certificate, and
  - b. The position held while earning the experience was one that required a valid teaching certificate.

This written confirmation shall be signed by the designated officer of the previous board or institution. The written confirmation shall establish the teacher's placement on the salary grid and shall certify the experience which would have been recognized by the previous board had the teacher remained in active duty with that board.

7.4.2 At the discretion of the Board, teaching experience earned with a previous board which has not been recognized by the previous board may be recognized by the Board as partial fulfillment of the number of days of active service required to be rendered by a teacher with the Board in earning an additional year of teaching experience.

7.4.3 For the purpose of Clauses in this section, teaching experience shall include the following:

- a. Days under contract (continuing, probationary, interim and temporary) to a board in a position which requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods;
- b. Days taught for the Alberta Distance Learning Center;
- c. Days taught in a post-secondary institution following teacher certification.

"Active service" where used in this clause shall mean operational days.

7.4.4 For the purpose of Clauses in this section, teaching experience shall include substitute days.

7.5 All teachers shall be paid by direct deposit. Teachers under contract shall be paid in accordance with the following schedule:

The Board shall initiate the direct deposit to the teacher's designated banking institution one-twelfth (1/12) of the annual salary on the second last operational day of each month from September to June. The July and August salary payments shall be deposited on the second last banking day of the respective months.

Substitute teachers shall be paid on the second last operational day of each month worked.

Effective September 1, 2015, this Clause shall be replaced by the following:

All teachers shall be paid by direct deposit. Teachers under contract shall be paid in accordance with the following schedule:



The Board shall initiate the direct deposit of the teacher's designated banking institution one-twelfth (1/12) of the annual salary on the second last business day of each month.

Substitute teachers shall be paid on the second last business day of each month worked.

7.5.1 The Board will be relieved of obligation in 7.5 in the event of circumstances beyond its control.

7.6 From September 1, 2012 the payment of day-to-day substitute teachers shall be \$207.00 per day inclusive of vacation pay. Payment to a substitute teachers for a half-day assignment shall be \$114.00 per half-day inclusive of vacation pay. Effective September 1, 2015, the payment of day-to-day substitute teachers shall be \$211.00 per day inclusive of vacation pay. Payment to substitute teachers for a half-day assignment shall be \$116.00 inclusive of vacation pay.

7.6.1 Long term five (5) days or more consecutive days of instruction) substitutes in Elk Island Public Schools shall be paid 1/200 of their grid salary beginning on the third day providing the assignment is for five (5) days or longer for the same teacher. If there is an interruption of service provided by the substitute teacher of less than one (1) full day, the service will still be deemed to be consecutive days.

Effective September 1, 2014, long term four (4) days or more consecutive days of instruction) substitutes in Elk Island Public Schools shall be paid 1/200 of their grid salary beginning on the third day providing the assignment is for four (4) days or longer for the same teacher.

## 8. Medical Leave

8.1 In the first year of service with the Board a teacher shall be entitled to sick leave to a total of twenty (20) teaching days, three (3) of which may be used to care for the teacher's sick child, parent or spouse.

8.2 During the second and subsequent years of service, annual sick leave for ninety 90 calendar days with full salary will be granted for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability. Five (5) of these days, which fall on school days within a school year, may be used to care for the teacher's sick child, parent or spouse.

8.3 A teacher who has more than one (1) year of service and has been absent due to medical disability shall, upon return to his/her full-time duty, be entitled to an additional sick leave benefit of ninety (90) calendar days. Prior to such return, the teacher may be required to provide at the request of the Superintendent, a medical



certificate from a physician designated by the Board stating that the teacher is medically able to resume service.

A teacher on disability leave who returns to work for less than six (6) months and goes back on sick leave for the same illness will reapply for Extended Disability Benefits, as administered by ASEBP.

8.4 Before any payment is made under the foregoing regulations, the teacher shall provide:

- a. Where the absence is for a period of four (4) days or less, a declaration, on a form to be provided by the Board.
- b. Where the absence is for a period of more than four (4) days, a certificate signed by a qualified medical or dental practitioner. This certificate shall be submitted within fifteen (15) calendar days of return to full-time duty. If the absence occurs after June 15, the certificate shall be submitted by June 30. Non-compliance shall result in loss of salary for the days absent in excess of the initial four (4) days.
- c. Where a teacher has been absent for ten (10) or more teaching days and prior to return to work, a medical statement, if requested by the Board, that the teacher is fit to return to work or a statement of the restrictions to be accommodated.
- d. Where the absence extends for a period of one (1) month or greater, a further medical certificate, if requested by the Board, every thirty (30) days for the duration of the absence.
- e. When the Board requires a teacher to have an Independent Medical Examination (IME) by a qualified medical or dental practitioner designated by the Board, all reasonable out-of-pocket expenses incurred by the teacher will be reimbursed by the Board as per Administrative Procedure 521 (Employee Business Expenses).
- f. Costs of medical certificates, if requested by the Board after thirty (30) days of absence, will be paid for by the Board.

8.4.1 In the event there is an epidemic or public health issue, the Board may waive the requirement to provide a medical certificate as per clause 8.4(b). Notification will be provided to the Association if this occurs.

8.5 Where the Board requires further medical information under an independent medical examination (IME) or a more extensive medical certificate to be filled out, the teacher and the Coordinator of Teacher Welfare for the Association shall be notified.

9. Professional Development

9.1 Teachers with three (3) or more years of service with the Board may be granted leave of absence for a period of one (1) year to advance the academic or professional competence of the teacher.

9.2 A teacher eligible for leave of absence for the purpose of study shall receive:

- a. seventy percent (70%) of salary plus continuation of employer contribution to benefits, or
- b. minimum salary on grid per category of teacher education plus continuation of employer contribution to benefits, whichever is the greater of (a) or (b).

The allowance payable shall be made in equal monthly installments on or before the second last business day of each month.

9.2.1 The Board favours the principle of granting three (3) leaves per year.

9.3 Professional development leave, as in 9.1 and 9.2, shall be granted at the sole discretion of the Board. Other professional development leaves, without pay, may be granted at the discretion of the Board.

9.4 A teacher who is granted leave under Clause 9.1 shall, as a condition, give an undertaking to serve the Board in some educational capacity for a period of two (2) years following return from such leave, or if the leave is less than one (1) year, a period of up to twenty-four (24) months determined by multiplying each month of leave by two (2).

9.5 The Board will pay effective September 1, 2012, \$200,000 on the first operational day of each year into a professional development fund of the Association. Funds will be administered by the local ATA with reconciliation of the fund and teacher participation submitted to the Superintendent or designate January 31 and June 30. Any monies that remain in the fund at the end of the school year will be carried forward to the next school year. Effective September 1, 2014, the Board's annual contribution to the professional development fund to be increased from \$200,000 to \$218,000.

## 10. Compassionate Leave of Absence

10.1 Leave necessitated by the critical illness or death of a spouse or child shall be granted with full salary as follows:

10.1.1 Up to and including five (5) school days for critical illness.

In the event of a dispute concerning the interpretation, and/or application of 'critical illness' the judgment of the attending physician shall be held as final. Such certificate shall be presented within thirty (30) days of notification of dispute.

10.1.2 Leave granted under Clause 10.1.1 will terminate in the event of death of the spouse or child and the teacher will then be eligible for leave under Clause 10.1.3.

10.1.3 Up to and including ten (10) school days for death.

10.1.4 The days of absence referred to in Clauses 10.1.1 and 10.1.3 must be taken during the time of the actual occurrence of the critical illness or death unless approved otherwise by the Superintendent.

10.2 Leave necessitated by the critical illness or death of a parent, brother, sister, parent of a spouse, son-in-law, daughter-in-law, grandchild, or relative who is a member of the teacher's household shall be granted with full salary as follows:

10.2.1 Up to and including five (5) school days for critical illness.

In the event of a dispute concerning the interpretation, and/or application of 'critical illness' the judgment of the attending physician shall be held as final. Such certificate shall be presented within thirty (30) days of notification of dispute.

10.2.2 Leave granted under Clause 10.2.1 will terminate in the event of death of the relative, and the teacher will then be eligible for leave under Clause 10.2.3.

10.2.3 Up to and including five (5) school days for death.

10.2.4 The days of absence referred to in Clauses 10.2.1 and 10.2.3 must be taken during the time of the actual occurrence of the critical illness or death unless approved otherwise by the Superintendent.

10.2.5 Additional compassionate leave of absence, with full salary or with full salary less the cost of a substitute, due to unusual circumstances may be granted at the sole discretion of the Board, or its delegates, upon application by the teacher.

10.3 Temporary leave of absence for one (1) full day with full salary shall be granted to attend the funeral of a grandparent, brother-in-law or sister-in-law if the funeral is on a school day.

10.4 Where travel is necessary, the normal commercial travelling time will be added to the leave.



10.5 A teacher serving as a pallbearer, eulogist, unpaid soloist or unpaid accompanist shall be granted leave with full salary for up to one (1) day once per school year.

11. Maternity/Parental Leave

11.1 Teachers are entitled to maternity and parental leave.

11.2 The maternity leave will begin at the discretion of the teacher. The teacher shall, when possible, notify the Board, in writing, of her leave requirements six (6) weeks in advance of the first day of the leave. The notification shall include the following information:

- a. A medical certificate certifying pregnancy and expected date of delivery; and
- b. The start date of the leave.

The commencement of such leave of absence shall be no later than the date of birth.

11.3 Combined maternity/parental leaves shall be up to twelve (12) months. At the request of the teacher, the leave may be extended for personal reasons for up to an additional twelve (12) months at the discretion of the Board.

11.4 The teacher shall provide the Board no less than four (4) weeks' notice, in writing, of the intended return date. Consideration shall be given to reporting periods and the natural breaks in the school year. The Board may require the teacher to provide a medical certificate before returning to active service (as in Clause 8.3).

11.5 When a maternity leave is terminated on or before the eighteen (18) weeks or when a combined maternity/parental leave concludes within a school year, the teacher shall return to her former school or location. Leaves that are longer than eighteen (18) weeks and that span more than one (1) school year shall be granted from the system and not from a specific school or location. Consideration should be given to the continuity of the students' educational program and the natural breaks in the school year in the establishment of the return date. The Board shall reinstate the teacher into the same position or work of a comparable nature.

11.6 A teacher unable to perform her duties for reasons associated with her pregnancy prior to ten (10) weeks before the expected date of delivery shall access medical leave until such time as she is eligible for extended disability benefit.

11.7 Supplemental Unemployment Benefit Plan

- a. The Board shall implement a supplementary unemployment benefit (SUB) plan, which shall be accessed by the teacher, during the post-delivery period, which shall provide a teacher on maternity leave with one-hundred percent (100%) of her normal weekly earnings during the eight (8) weeks following the date of delivery.
  - b. To the extent that the teacher has sick leave days available, the SUB plan will be paid for up to thirteen (13) weeks following the date of delivery provided the teacher qualifies for employment insurance benefits. After ninety (90) consecutive calendar days of disability, the teacher shall apply for long-term disability benefits and the SUB plan payments shall cease.
  - c. For the duration of the health related portion of the maternity leave, the Board shall continue to pay the Board's portion of the teacher's benefit plan premiums specified in Clause 13.1. Effective September 1, 2015, for the duration of the eighteen (18) week maternity leave, the Board shall continue to pay the Board's portion of the teacher's benefit plan premiums specified in Clause 13.1.
  - g. This is not intended to prejudice the teacher's rights to access benefits under this collective agreement which may be available prior to the delivery date.
- 11.8 A teacher is entitled to temporary leave of absence with full salary for not more than two (2) operational days for the birth or adoption of a child. Effective September 1, 2014, such temporary leave of absence with full salary shall not exceed four (4) operational days for the birth or adoption of a child.
- 11.9 For the purposes of adoption, leave of absence shall be given without salary or benefits for a period of not more than thirty-seven (37) weeks.
- 11.10 Extensions for adoption leave are granted for up to twelve (12) months. Leave in excess of eighteen (18) weeks shall be deemed to be leave for personal reasons as described in Clause 12.1. When an adoptive leave is terminated on or before the eighteen (18) weeks or when the extended personal leave concludes within a school year, the teacher shall return to the former school or location. Leaves that are longer than eighteen (18) weeks and that span more than one (1) school year shall be granted from the system and not from a specific school or location. Consideration should be given to the continuity of the students' educational program and the natural breaks in the school year in the establishment of the return date. The Board shall reinstate the teacher to the same position or work of a comparable nature.
- 11.11 For adoption and parental leaves, the teacher shall provide the Board no less than four (4) weeks' notice, in writing of the intended return date. Consideration shall be given to reporting periods and natural breaks in the school year.

- 11.12 The Board's maternity/parental provisions will always meet the standards established by federal legislation and/or regulations.
- 11.13 Parental leave will be for a period up to thirty-seven (37) weeks. It may be accessed by either or both parents.
- 11.14 The Board shall not terminate the employment of or lay off a teacher who:
  - a. has commenced maternity leave; or
  - b. is entitled to or has commenced parental leave.

## 12. Other Leaves of Absence

- 12.1 Reasonable requests for leave of absence will be granted for:
  - a. professional activities
  - b. community activities
  - c. personal reasons
  - d. other reasons

Leave of absence granted above will be at one of:

- 1. full salary and benefits
- 2. full salary and benefits less the cost of a substitute
- 3. full salary and benefits subject to recovery from a third party
- 4. without salary, with benefits
- 5. without salary and without benefits

Application to the Board or its delegates, for leave with pay shall be made prior to the leave being granted in all cases excepting emergency where such applications may be made within thirty (30) days subsequent to the leave. Designated school calendar breaks (spring, summer, fall and Christmas) will not be extended except at the discretion of the Board.

- 12.2 Leave for personal reasons under 12.1(c) shall be leave without salary and if greater than thirty (30) calendar days, without benefits.
- 12.3 Effective September 1, 2012, leave for teachers shall be granted for not more than three (3) days per school year for private business which could not otherwise be conducted outside of regular school hours. Two (2) of these days will be at full salary and benefits less fifty percent (50%) of the cost of a substitute. The third day will be leave at full salary and benefits less the cost of a substitute (as stated in Clause 7.6.). The cost of a substitute will be charged only if a substitute is required. Designated



summer calendar break will not be extended except at the discretion of the Board. Effective September 1, 2014, the first two (2) days of such leave shall be at full salary and benefits and the third day will be at full salary and benefits less the cost of a substitute (as stated in Clause 7.6.).

13. Insurance Programs

- 13.1 Coverage for plans provided in this Clause shall be through the Alberta School Employee Benefit Plan, where applicable, or any other plan which is mutually agreed by both the Board and the Association. The Board shall contribute ninety-six percent (96 %) of the total required benefit premiums for group insurance programs in which the teachers participate, including Alberta Health Care premiums for those teachers enrolled. The Board shall arrange cost sharing of premiums in Clauses 13.1 to 13.7 in such a fashion as to minimize taxable benefits to teachers.
- 13.2 In accordance with the provisions in Clause 13.1, the Board shall contribute toward the premium cost of each participating teacher for Alberta School Employee Benefit Plan (Life, Accidental Death and Dismemberment Schedule 2A and Extended Disability Plan D1). All teachers shall be members of these plans as a condition of employment.
- 13.2.1 Notwithstanding Clause 13.2, where a teacher is in receipt of a pension under the Alberta Teachers Retirement Fund and participates in the Alberta School Employee Benefit Early Retiree package of group insurance, the teacher shall elect whether to participate in the Board's package of group insurance plans or to remain in the Alberta School Employee Benefit Plan's package of group insurance plans.
- 13.3 It is understood that a teacher who becomes eligible for receipt of disability benefits as provided in the Alberta School Employee Benefit Plan will not be entitled to receive cumulative sick pay benefits during the period of eligibility.
- 13.4 In accordance with the provisions in Clause 13.1, the Board shall contribute toward the premium cost of each participating teacher for the following Alberta School Employee Benefit Plans:
- Extended Health Care Plan 1
  - Dental Care Plan 3C
  - Vision Care Plan 2
- 13.5 The Board shall deduct from the monthly salary of each teacher an amount equal to the teacher's share of total required premiums for group insurance plans in which the teacher participates and shall remit payments for premiums to the appropriate companies.

- 13.6 All contributions by the Board towards the cost of the insurance programs included in Clause 13.1 shall be maintained only during the two (2) years from the date a teacher is in receipt of extended disability benefits. During this two (2) year period, teachers are required to provide their share of the payment to the Board through automatic direct debit.
- 13.7 Teachers on Board approved leaves in excess of thirty (30) calendar days may apply to continue their participation in the group insurance plans. Such participation shall be on the basis of the teacher paying the total premium costs involved and subject to any eligibility restrictions in the plans which may exist. Teachers approved to extend their benefit coverage while on such leaves of absence shall arrange payment of benefits by automatic direct debit.
- 13.8 The Board will establish, through a carrier of the Board's choice, for each eligible teacher, a Health Spending Account (HSA) that adheres to Canada Revenue Agency (CRA) requirements. Eligible teachers shall be on a continuing or probationary contract, or a temporary contract of at least five (5) months duration. The Board will contribute annually \$750.00 per eligible teacher. The unused balance will be carried forward to the extent permitted by the CRA. Teachers leaving the employ of the Board for any reason will forfeit any remaining balance.

#### 14. Conditions of Professional Practice

- 14.1 In each school the Principal shall allocate instructional time and other duties of teachers, in consultation with staff.
- 14.2 Teachers will not be required to render service for more than two hundred (200) days commencing the opening day of school in each school year exclusive of vacation periods, weekends and holidays.
- 14.2.1 A teacher who agrees to render service during the vacation periods, at the written request of the superintendent, shall be paid 1/200<sup>th</sup> of his/her total annual grid salary for each day of work, but for advertised projects may accept the established rate of pay.
- 14.3 Notwithstanding the preceding clause, administrators shall be responsible to organize their schools in order that the same are ready and able to operate.
- 14.4 The parties agree that extracurricular activities are valuable for students and recognize the importance of the contribution teachers provide to these activities. Teacher participation in extracurricular activities is voluntary.



15. Continuing Education

- 15.1 A teacher employed on an hourly basis to provide instruction in credit courses and other courses described in the Program of Studies offered through the Board's Continuing Education Program shall be paid at an hourly rate of \$56.02 per hour inclusive of general holiday pay. Effective September 1, 2015, the rate shall be \$57.14 per hour.
- 15.2 The remaining terms and conditions of the collective agreement, except Clause 16, Grievance Procedure, shall not be applicable to a teacher employed solely on an hourly basis to provide instruction in credit courses and other courses described in the Program of Studies, except in those circumstances where the teacher otherwise provides teaching services to the Board through a contract of employment on other than an hourly basis.
- 15.3 The numbers of hours of service to be provided by a teacher on an hourly basis shall be as agreed to in writing between the teacher and the Board prior to commencement of the course, with the Board maintaining sole discretion to determine the number of required hours of service for each particular course.
- 15.4 Teachers employed on an hourly basis to provide instruction in credit courses and other courses described in the Program of Studies shall be paid by direct deposit on the second last business day of each month.

16. Grievance Procedure

- 16.1 Any difference between any employee covered by this Collective Agreement and the Board, or in a proper case between the Local of the Association and the Board, concerning the interpretation, application, operation, or alleged violation of this Collective Agreement, and further, including any dispute as to whether the difference is arbitrable, shall be dealt with as herein provided without stoppage of work or refusal to perform work.
- 16.1.1
- a. STEP A: Such a difference (hereinafter called "a grievance") shall first be submitted in writing to the Superintendent and to the Local Economic Policy Committee of the Association as the case may be. Such written submission shall be made within thirty (30) days from the date of the incident giving rise to the grievance or from the date the grievor first has knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance, the clauses of this Collective Agreement, which it is alleged have been violated, and the remedy sought.



- b. Both the employee and the Board, or their representatives, shall meet to resolve the dispute within twenty (20) days of the receipt of the grievance notice.
  - c. In the event that the grievance concerns matters of salary, the Board agrees to provide relevant payroll records if requested by the grievor or his representative.
  - d. The Board shall provide a written response to the grievance within fifteen (15) days of the meeting as per Clause 16.1.1(b).
- 16.2 STEP B: If the response at Step A of the grievance procedure fails to resolve the grievance, then either party may, by written notice served on the other party, require the establishment of an arbitration board as hereinafter provided. Such notice must be given within ten (10) days after deadline for a response at Step A of the grievance procedure or the date the response at Step A is provided, whichever is shorter.
- 16.3 Each party shall appoint one (1) member as its representative on the arbitration board within seven (7) days of such notice, and shall so inform the other party of its appointee. The two (2) members so appointed shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairman. In the event of any failure to appoint a chairman, either party may request the Director as defined in the *Labour Relations Code* to make the necessary appointment.
- 16.3.1 The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.
- 16.4 The arbitration board shall not change, amend or alter any of the terms of this Collective Agreement. All grievances or differences submitted shall present an arbitrable issue under this Collective Agreement, and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this Collective Agreement or that involves the determination of a subject matter not covered by, or arising during the term of this Collective Agreement.
- 16.5 The finding and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chairman governs, and it shall be deemed to be the award of the arbitration board.
- 16.5.1 The arbitration board shall give its decision not later than fourteen (14) days after the appointment of the chairman provided, however, that this time period may be extended by written consent of the parties.
- 16.6 Each party to the grievance shall bear the expense of its respective appointee, and the two parties shall bear equally the expenses of the chairman.

- 16.7 All of the aforesaid time limits referred to in the grievance procedures shall be exclusive of Saturdays, Sundays, statutory holidays and school holidays excepting school holidays in July and August if required to complete a grievance already started. With the consent of all parties involved, a grievance procedure may be delayed until after the summer break.
- 16.8 In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the board), the grieving party fails to take the actions specified, and within the time limits specified, the grievance shall be deemed to be at an end.
- 16.9 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

17. Teacher Board Consultation Committee

- 17.1 The Board and the Association recognize the advantages and acknowledge the mutual benefits to be derived from effective communication between trustees, teachers, and administrators.
- 17.2 The parties agree to the continuation of the Teacher Board Consultation Committee.
- 17.3 The purpose of the Teacher Board Consultation Committee will be to discuss matters related to teaching, learning conditions or other matters of interest or concern. Such matters for discussion may include educational policy changes, administrative procedures, changes to the conditions of professional service, and communicating the views of the respective parties. Matters related to current collective bargaining negotiations or active grievances will not be discussed by this committee.
- 17.4 The Teacher Board Consultation Committee shall consist of up to four (4) authorized representatives of the Association and up to four (4) authorized representatives of the Board.
- 17.5 This committee will endeavor to meet quarterly however the committee shall establish its own meeting schedule. Notwithstanding, the committee shall meet within thirty (30) calendar days of a written request from either party.

18. General

All previous agreements, schedules and regulations between or affecting the parties are hereby cancelled.

Dated at Sherwood Park, Alberta, this 17th day of October, 2013.

ATA ELK ISLAND LOCAL NO. 28

ELK ISLAND PUBLIC SCHOOLS REGIONAL  
DIVISION NO. 14

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Chair, Negotiating Committee

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Chair, Negotiating Committee

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President, ATA Elk Island Local No. 28

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Chair, Board of Trustees

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Coordinator, ATA Teacher Welfare

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Superintendent of Schools



Letter of Understanding  
Reimbursement for Association Leave

The Parties agree to refer the matter of reimbursement for association leave to the TBCC for continued discussion. This letter expires and shall have no further force and effect as of October 31, 2014.

Letter of Understanding  
Principal Lieu Days

Effective September 1, 2013, school-based principals will be granted two (2) paid leave day(s) per school year, at a time mutually agreeable to the principal and the superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the principal and the superintendent, the Board shall pay out the unused paid leave days at 1/200th of the principal's annual salary and allowance by the end of June each year. This letter expires and shall have no further force and effect as of June 30, 2016.

**SALARY GRID**

**2012-2016 TEACHERS' COLLECTIVE AGREEMENT**

<b>ANNUAL RATE</b>			
<b>Rate</b>		<b>0.00%</b>	
<b>Clause 4.4 - September 1, 2012 to August 31, 2015</b>			
Years of Experience	Years of Education		
	4	5	6
0	\$57,940	\$61,342	\$65,179
1	\$61,320	\$64,721	\$68,558
2	\$64,686	\$68,110	\$71,941
3	\$68,085	\$71,472	\$75,320
4	\$71,454	\$74,864	\$78,713
5	\$74,845	\$78,247	\$82,084
6	\$78,227	\$81,627	\$85,464
7	\$81,608	\$84,998	\$88,827
8	\$84,977	\$88,389	\$92,225
9	\$88,321	\$91,731	\$95,558
<b>10 and 11</b>	<b>\$92,169</b>	<b>\$95,558</b>	<b>\$99,408</b>

**2012-2016 TEACHERS' COLLECTIVE AGREEMENT**

<b>ANNUAL RATE</b>			
<b>Rate</b>	<b>2.00%</b>		
<b>Clause 4.4 - September 1, 2015 to August 31, 2016</b>			
<b>Years of Experience</b>	<b>Years of Education</b>		
	<b>4</b>	<b>5</b>	<b>6</b>
0	\$59,099	\$62,569	\$66,483
1	\$62,546	\$66,015	\$69,929
2	\$65,980	\$69,472	\$73,380
3	\$69,447	\$72,901	\$76,826
4	\$72,883	\$76,361	\$80,287
5	\$76,342	\$79,812	\$83,726
6	\$79,792	\$83,260	\$87,173
7	\$83,240	\$86,698	\$90,604
8	\$86,677	\$90,157	\$94,070
9	\$90,087	\$93,566	\$97,469
10	\$94,012	\$97,469	\$101,396